

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

Memorandum



Date: July 6, 2023

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

From: Daniella Levine Cava
Mayor

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

Agenda Item No. 8(A)(1)

Resolution No. R-577-23

Subject: Contract Award Recommendation for Approval to Award a Professional Services Agreement for Inspection Services and Environmental Oversight to BND Engineers, Inc. Contract No. E21-MDAD-05

SUMMARY

This item is recommending the County enter into a Professional Services Agreement (PSA) for architectural and engineering services with BND Engineers, Inc. (BND) for the provision of architectural and engineering services that include environmental inspections, oversight, and samplings for the Miami-Dade Aviation Department (Aviation Department or MDAD). These types of services are required to comply with the permitting requirements mandated by federal, state, and local regulatory agencies for all airports within Miami-Dade County's airport system, which includes Miami International Airport (MIA) and the General Aviation Airports (GAA).

This is one of two award recommendations for the provision of identical environmental inspections, oversight, and applicable sampling services, however, the Small Business Enterprise Architectural-Engineering (SBE-A/E) goal assigned by the Internal Services Department's (ISD) Small Business Development (SBD) Division differs. This PSA was assigned a Tier 3 *Small Business* Set Aside measure, whereas, the other award recommendation (Contract No. E21-MDAD-06) on today's agenda for Nova Consulting, Inc. was assigned a 16 percent SBE-A/E goal.

A review of the County's Capital Improvements Information System showed the recommended vendor has an average evaluation score of 3.2 out of a possible maximum score of 4.0, which is indicative of good performance. (See Attachment A: Contractor Evaluations Report).

According to the Firm History Report, as provided by SBD, within the last three years, BND has received three (3) contracts as a Prime Contractor with a total value of \$1,581,831. Additionally, in 2015, BND was awarded one (1) contract as a Prime Contractor with a total value of \$55,000, making for a grand total of \$1,636,831. (See Attachment B: A/E Firm History Report).

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a competitive award of a PSA to BND entitled: "Professional Services Agreement for Inspection Services and Environmental Oversight for Miami-Dade Aviation Department, Contract No. E21-MDAD-05" in the maximum amount of \$2,205,500, inclusive of a 10 percent contingency of \$200,000 and \$5,500 for the Office of the County's Inspector General.

This contract is for a five (5) year term with no renewal options and is not project specific.

SCOPE

The consulting services to be provided by BND include environmental inspections, oversight, and applicable samplings to comply with federal, state, and local regulatory requirements. More specifically, the scope of work includes: underground and aboveground storage tanks and associated monitoring wells inspections; soil, groundwater, surface and drinking water samplings; elapsed time meter readings at sewage pump stations; orphan drum & hazardous inspections; under water inspections regarding manatee gates; preparation of environmental baselines, inspection/reports; air quality inspections and investigations; industrial hygiene, and soil management plans.

The impact of this agenda item is countywide as it involves the County's airport system. Services will be provided to the following County airport facilities: Miami-Opa Locka Executive Airport (OPF) in District 1 represented by Chairman Oliver G. Gilbert, III; Miami International Airport (MIA) in District 6 represented by Commissioner Kevin M. Cabrera; Miami Homestead General Aviation Airport (X51) in District 9 represented by Commissioner Kionne L. McGhee; Miami Executive Airport (TMB) in District 11 represented by Commissioner Roberto J. Gonzalez; and Dade Collier Training and Transition Airport (TNT) in District 12 represented by Commissioner Juan Carlos Bermudez.

The prime and subconsultant project technical certification requirements consist of: Water Distribution and Sanitary Sewage Collection and Transmission Systems - 6.01; Environmental Engineering: Contamination Assessment and Monitoring - 10.05; Engineering Construction Management - 17.00; Soils, Foundations and Materials Testing, Drilling, Subsurface Investigations and Seismographic Services - 9.01; Soils, Foundations and Materials Testing: Asbestos - 9.06; Soils, Foundations and Materials Testing: Ambient Air - 9.07; Soils, Foundations and Materials Testing: OSHA - 9.09; Environmental Engineering: Remedial Action Plan Design - 10.06; Environmental Engineering: Remedial Action Plan: Implementation, Operation and Maintenance - 10.07; Environmental Engineering: Wellfield, Groundwater, Surface Water Protection and Management - 10.09; and General Civil Engineering - 16.00.

On May 20, 2022, SBD applied a Tier 3 Set-Aside measure to this PSA. The technical categories: Soils, Foundations and Materials Testing: Asbestos - 9.06; Soils, Foundations and Materials Testing: Ambient Air - 9.07; and OSHA - 9.09 were exempt from the Tier 3 Set-Aside measure. On January 18, 2023, SBD reviewed and deemed the proposals as compliant with the contract measures established for this project.

DELEGATED AUTHORITY

This Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. E21-MDAD-05 and the authority to exercise the termination provisions, and to exercise all relevant authority granted the County Mayor or County Mayor's designee pursuant to Sections 2-285 and 2-285.2 of the Miami-Dade County Code.

BACKGROUND

The professional environmental services provided through this PSA will ensure that the County, through its Aviation Department, complies with the various federal, state, and local regulatory permitting requirements for MIA and the GAA airports. In that regard, BND will provide the needed environmental inspections that may be required on a daily, monthly, quarterly, semiannual or annual basis, as well as the needed environmental oversight and sampling services, which include but are not limited to: underground and aboveground storage tanks and associated monitoring wells inspections; soil, groundwater, surface and drinking water sampling; elapsed time meter readings at sewage pump stations, orphan drum and hazardous inspections; under water inspections of manatee gates; preparation of environmental baseline inspection/reports for submission to federal, state, and local agencies; air quality inspection and investigations; industrial hygiene; soil management plans' canal and manatee inspections; and any other environmental consulting plan/assessment/training required by the following regulatory agencies.

- U.S. Environmental Protection Agency
- U.S. Fish and Wild Services
- U.S. Coast Guard
- Florida Department of Environmental Protection
- South Florida Water Management District
- Florida Department of Health
- Chapters 62-761-762 & Chapter 62-780 of the Florida Administrative Code
- Miami-Dade County's Department of Environmental Resources Management
- Chapter 24 of the Code of Miami-Dade County

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

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

All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. In accordance with the legislation, BND Consulting, Inc. is the recommended firm.

FISCAL IMPACT/FUNDING SOURCE

This PSA is valued at \$2,205,500 for a term of five years with no options to renew. See the table below for a breakdown and further details.

Base Contract Amount	Contingency Allowance Amount (Code Sec. 2-8.1)	Inspector General Fee (Code Section 2-1076)
\$2,000,000	\$200,000	\$5,500

The project is in the Adopted Budget and Multi-Year Capital Plan. See the table below for further details. (See Attachment C: Adopted Budget and Multi-Year Capital Plan FY 2022-23, Page 164)

Funding Source(s)	Index Code	Sub-object Code	Amount	Project No. & Description	Site No.
MDAD Operating Budget			\$2,205,500	Adopted Budget and Multi-Year Capital Plan FY 2022-23, Page 164)	

See the table below for specific funding types, and whether they are applicable to this PSA.

Funding Type	Applicable (Yes or No)
People's Transportation Plan (PTP)	No
General Obligation Bond (GOB)	No
American Recovery and Reinvestment Act (ARRA- Economic Stimulus)	No

TRACK RECORD/MONITOR

The designated staff contact to track and monitor this contract is Contract Manager: Sylvia Novela, 305-876-7048, SNovela@flymia.com and Project Manager Gustavo Leal, 305-876-7796, GLEal@flymia.com.

PROCUREMENT HISTORY

The Request to Advertise (RTA) was filed with the Clerk of the Board on October 31, 2022. A total of two (2) proposals were received by the submittal deadline of November 30, 2022.

On January 18, 2023, ISD's Small Business Development Division reviewed and deemed all proposals compliant with the contract measure established for this project. (See Attachment D: Project Worksheet and Compliance Review)

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 (CSC) was provided with all reports and findings of the Office of the Inspector General (OIG) and the Office of the Commission on Ethics and Public Trust (COE) regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. On January 17, 2023, the OIG notified the CSC Coordinator that no reports or findings were located for this E21-MDAD-05 project. On January 27, 2023, the COE responded and indicated that a search of its closed complaint files for complainant and respondent data fields was performed, and none were found, which means there were no problems found with the Prime or the subconsultants that participated in the proposal.

On February 14, 2023, 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 (BND) for negotiation of this PSA. See Table A below.

Table A.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
BND ENGINEERS, INC.	264	4	1
EBS ENGINEERING, INC.	265	5	2

The Negotiation Committee was approved by the County Mayor's designee on March 20, 2023. (See Attachment E: Negotiation Authorization, List of Respondents and Tabulation Sheets).

The Negotiation Committee negotiated with the highest ranked firm (BND) on April 4, 2023.

VENDOR(S) RECOMMENDED FOR AWARD

The table below depicts a summary of the recommended firm.

Vendor Name	Principal Address	Local Address	Number of Employee Residents*	Principal
			1) Miami-Dade County 2) Percentage (%)	
BND Engineers, Inc.	2100 Ponce de Leon Blvd., Suite 1270 Coral Gables, FL.	2100 Ponce de Leon Blvd., Suite 1270 Coral Gables, FL.	10	Basil Williams
			1) 5 2) 50%	

*Pursuant to R-1011-15, the percentage of employee residents is the percentage of the vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

The sub-consultants/subcontractors for this project are Milian Swain & Associates, Inc. and HP Consultants, Inc.

DUE DILIGENCE

Pursuant to R-187-12, MDAD conducted due diligence in accordance with SPD's Procurement Guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced include Capital Improvements Information System, Small Business Development Division database, Sunbiz, Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. There were no adverse findings relating to vendor responsibility.

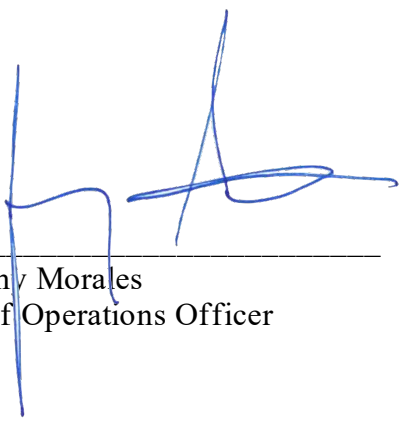
APPLICABLE ORDINANCES AND MEASURES

The table below depicts various legislative policies, and whether they are applicable to this item.

Title	Legislation	Applicable (Yes or No)	Notations
In-house Capabilities	Resolution R-1204-05	Yes	The requirements of the scope of work requires licensed engineers with expertise in contaminated sites and source removal, as well as environmental engineers with expertise in contamination, free floating product removal, and

Title	Legislation	Applicable (Yes or No)	Notations
			underground water treatment. The scope of work also requires a topographic crew to produce the survey and the utility maps, a laboratory to test all soil borings necessary for soil profiling to determine contamination, ground penetrating radar, and specialized software to run all of the modeling that these types of services require. MDAD does not have the manpower to perform a scope of work of this magnitude.
Consultants' Competitive Negotiation Act	Florida Statute 287.055	Yes	
Local Preference	Code Section 2-8.5	Yes	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Yes	
Small Business Enterprise - Architecture and Engineering	Code Section 2-10.4.01 and Implementing Order 3-32	Yes	Tier 3 Set-Aside Technical Categories: 9.06-Asbestos, 9.07-Ambient Air, and 9.09-OSHA are exempt from the goal.
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 and Implementing Order 3-41	No	
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 and Implementing Order 3-41	No	
Sea Level Rise	Ordinance 14-79	No	Sea Level Rise does not apply as these projects do not include any planning or design work as defined in Ordinance 14-79.
Sustainable Buildings Program	Implementing Order 8-8	No	These services do not require compliance with the Sustainability Buildings Program as they do not include any design work that will result in the construction of a public project as defined in Implementing Order IO 8-8.
Art in Public Places	Code Section 2-11.15	No	

Title	Legislation	Applicable (Yes or No)	Notations
Office of Inspector General Fee	Code Section 2-1076	Yes	



Jimmy Morales
Chief Operations Officer

Signature Page
Contract No: E21-MDAD-05
to BND Engineers, Inc.


DIRECTOR OMB

OFFICE OF MANAGEMENT DATE
AND BUDGET (OMB)
DIRECTOR

RL
**BUDGET
APPROVAL
FUNDS
AVAILABLE:**

**APPROVED AS
TO LEGAL
SUFFICIENCY:**


COUNTY ATTORNEY

5-2-23
DATE


COUNTY MAYOR OR
DESIGNEE

5-10-23
DATE

**CLERK
DATE**

DATE

Attachment A

Contractor Evaluations Report



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	F178A	PSA	BND ENGINEERS, INC.	4/12/2007	Ernesto Beltre	Completion of study or design	3.7
AV	EDP-AV-SR-F-178-A	EDP	BND ENGINEERS, INC.	7/30/2014	Ralph Cutie	Completion of study or design	4.0
AV	EDP-AV-SR-N119A	EDP	BND ENGINEERS, INC.	7/30/2014	Ralph Cutie	Completion of study or design	4.0
AV	EDP-AV-SR-N119A	EDP	BND ENGINEERS, INC.	4/11/2016	Alejandro Montalvo	Project conclusion or closeout	3.5
AV	EDP-AV-SR-N119A-2	EDP	BND ENGINEERS, INC.	4/11/2016	Alejandro Montalvo	Project conclusion or closeout	3.5
PW	EDP-PW-SR-20040542	EDP	BND ENGINEERS, INC.	5/18/2009	Lana Moorey	Completion of study or design	2.8
PW	EDP-PW-SR-20040542-2	EDP	BND ENGINEERS, INC.	5/18/2009	Lana Moorey	Interim	2.8
PW	EDP-PW-SR-20040542-2	EDP	BND ENGINEERS, INC.	3/18/2015	Lana Moorey	Completion of study or design	3.0
PW	EDP-PW-SR-671572-2	EDP	BND ENGINEERS, INC.	3/18/2015	Lana Moorey	Project conclusion or closeout	3.0
PW	E01-PW-02, EP-8	PSA	BND ENGINEERS INC - INACTIVE	4/23/2007	Duane Kopp, P.E.	Completion of construction	2.6
PW	E01-PW-02, EP-8	PSA	BND ENGINEERS, INC.	5/2/2007	Duane Kopp, P.E.	Completion of construction	3.0
PW	EDP-PW-SR-671572	EDP	BND ENGINEERS, INC.	2/25/2009	Lana Moorey	Completion of construction	3.0
PW	EDP-PW-SR-671572-2	EDP	BND ENGINEERS, INC.	2/25/2009	Lana Moorey	Interim	2.5
WS	E05-WASD-14, GOB	PSA	BND ENGINEERS, INC.	5/12/2009	Alex Retamar	Project conclusion or closeout	3.8

Evaluation Count: 14 Contractors: 1 Average Evaluation: 3.2

Attachment B

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						

BND Engineers, Inc.

System Vendor Number: **20097695**[Mark As Favorite](#)

View Summary

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Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
All ▼	All ▼	All ▼		All ▼			
Subcontractor (Tier 1)	Open	0000005279: S Bayshore/Darwin St-Mercy Way - E19-DTPW-12	Kimley-Horn and Associates, Inc.	Basil Williams	8/16/2021 - 8/16/2022	\$0	\$0
Subcontractor (Tier 1)	Open	21PTIGI001: Construction Management and Inspection Services (E20-WASD-04B)	Parsons Transportation Group, Inc.	Basil Williams	11/8/2021 - 7/15/2026	\$1,100,000	\$0
Subcontractor (Tier 1)	Open	A14-JHS-02: JHS REHABILITATION HOSPITAL PROGRAMMING, DESIGN, PROCUREMENT, AND CONSTRUCTION ADMINISTRATION SERVICES	HDR Architecture, Inc.	Joli Williams	1/26/2015 - 12/31/2019	\$0	\$0
Subcontractor (Tier 1)	Open	A17-MDAD-01: MIA EMPLOYEE PARKING GARAGE	Bermello, Ajamil & Partners, Inc.	Joli Williams	5/28/2019 - 5/28/2024	\$379,897	\$198,141
Prime	Open	C21BNDE003: Professional Services Agreement - E20-WASD-04A		Joli Williams	9/10/2021 - 9/10/2026	\$1,430,000	\$5,851
Subcontractor (Tier 1)	Open	C21BRCA006: Engineering Services for proposed upgrades to Miami-Dade's wastewater treatment plants and their appurtenant facilities (E21-WASD-01)	Brown and Caldwell	Toni Williams	12/10/2021 - 12/10/2027	\$1,100,000	\$0
Subcontractor (Tier 1)	Open	C21CDMS002: Provide	CDM Smith Inc.	Basil Williams	9/20/2021 - 7/13/2026	\$550,000	\$39,473

MDC012

Hydrogeologic and Engineering Services for Injection Well Infrastructure Relating to the State of Florida Ocean Outfall Legislation								
Subcontractor (Tier 1)	Open	C21PTGI001: Professional Services Agreement - E20-WASD-04B	Parsons Transportation Group, Inc.	Kevin Keane	7/15/2021 - 7/15/2026	\$1,100,000		\$0
Subcontractor (Tier 1)	Open	E10-MDAD-01 (H024B3): MIA PAVEMENT REHABILITATION AND OVERLAY OF RWY 12/30	H.J. ROSS ASSOCIATES, INC.	Joli Williams	2/7/2012 - 2/21/2021	\$1,938,826	\$1,601,778	
Subcontractor (Tier 1)	Open	E11-MDAD-02: NF-STORM WATER MASTER PLAN (SIC 871).	CDM Smith Inc.	Joli Williams	10/23/2012 - 11/16/2015	\$240,000		\$58,134
Subcontractor (Tier 1)	Open	E11-SEA-01: NON-EXCLUSIVE PROFESSIONAL SERVICES FOR ENVIRONMNETAL SERVICES (SIC 871).	CDM Smith Inc.	Joli Williams	1/24/2012 - 5/7/2017	\$75,000		\$43,605
Subcontractor (Tier 1)	Open	E12-SEA-03: PROFESSIONAL SERVICES AGREEMENT FOR PORT OF MIAMI DEEP DREDGE MONITORING SERVICES (SIC 871).	Coastal Systems International, Inc.	Joli Williams	4/8/2014 - 4/7/2021	\$0		\$0
Subcontractor (Tier 1)	Open	E13-MDAD-01 0001: NF-AVIATION PLANNING CONSULTANT SERVICES (SIC 871).	H.J. ROSS ASSOCIATES, INC.	Joli Williams	12/3/2013 - 12/31/2019	\$0		\$0
Subcontractor (Tier 1)	Open	E13-MDAD-02: PAVEMENT MANAGEMENT SYSTEM (SIC 871).	AECOM PMCM	Joli Williams	6/3/2014 - 6/3/2020	\$172,931		\$166,253
Subcontractor (Tier 1)	Open	E13-WASD-02R: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM (SIC 871).	Nova Consulting, Inc.	Joli Williams	12/17/2013 - 12/30/2020	\$0	\$6,021,113	
Subcontractor	Open	E13-WASD-04: NF-	HDR Engineering, Inc.	Joli Williams	12/16/2014	\$4,400,000		\$671,646

(Tier 1)		DESIGN SERVICES FOR WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS RELATED TO THE CONSENT DECREE PROJECTS			-	12/30/2024		
Subcontractor (Tier 1)	Open	E13-WASD-05: NF-DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE CONSENT DECREE PROJECTS (SIC 871)	Stantec Consulting Services, Inc	Joli Williams	12/16/2014 - 12/30/2024	\$7,920,000	\$3,220,070	
Subcontractor (Tier 1)	Open	E13-WASD-06: NF-CAPACITY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES RELATED TO THE CONSENT DECREE PROJECTS	WOOLPERT	Joli Williams	12/16/2014 - 12/30/2024	\$3,300,000	\$1,172,561	
Subcontractor (Tier 1)	Open	E14-MDAD-03 0002: NF-FUELING SYSTEMS CONSULTING SERVICES AT MIA AND GAA'S	T.Y. Lin International	Joli Williams	12/1/2015 - 11/30/2022	\$140,000	\$53,580	
Subcontractor (Tier 1)	Open	E14-MDT-01: NF-ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE PARK & RIDE / BUS TERMINAL	AECOM PMCM	Joli Williams	5/17/2016 - 5/16/2020	\$0	\$0	
Subcontractor (Tier 1)	Open	E15-WASD-01 0005: NF-ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF LARGE DIAMETER WATER AND WASTEWATER PIPELINES FOR THE WATER AND SEWER DEPARTMENT'S WASTEWATER AND WATER COLLECTION, TRANSMISSION AND DISTRIBUTION SYSTEM.(16BVC004)	Black & Veatch Corporation(20006854)	Joli Williams	12/9/2016 - 12/8/2022	\$770,000	\$132,495	
Subcontractor (Tier 1)	Open	E15-WASD-10: NF-ENGINEERING SERVICES FOR PROPOSED UPGRADES TO THE MIAMI-DADE	Stantec Consulting Services, Inc	Joli Williams	4/15/2016 - 4/14/2022	\$880,000	\$187,589	

CENTRAL DISTRICT WASTEWATER TREATMENT PLANT AND ITS APPURTENANT FACILITIES INCLUDING PUMP STATION 1 AND 2								
Subcontractor (Tier 1)	Open	E15-WASD-11: NF- ENGINEERING SERVICES FOR PROPOSED UPGRADES TO THE MIAMI-DADE NORTH DISTRICT WASTEWATER TREATMENT PLANT AND ITS APPURTENANT FACILITIES	Brown & Caldwell	Joli Williams	4/28/2016 - 4/27/2022	\$1,320,000	\$689,524	
Subcontractor (Tier 1)	Open	E15-WASD-17: NF- HYDROGEOLOGIC AND ENGINEERING SERVICES FOR DISPOSAL, WATER SUPPLY, MONITORING WELLS AND AQUIFER STORAGE AND RECOVERY WELLS	Stantec Consulting Services, Inc	Joli Williams	9/29/2016 - 12/31/2019	\$1,320,000	\$1,072,201	
Subcontractor (Tier 1)	Open	E16-WASD-03_0003: NF-DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE OCEAN OUTFALL LEGISLATION PROJECTS	CDM Smith Inc.	Joli Williams	7/18/2017 - 3/30/2022	\$2,310,000	\$1,587,467	
Subcontractor (Tier 1)	Open	E17-MDAD-05: STORMWATER POLLUTION PREVENTIO	T.Y. Lin International	Joli Williams	9/23/2019 - 9/23/2024	\$165,413	\$6,473	
Subcontractor (Tier 1)	Open	E18-MDAD-03: STORMWATER MASTER PLAN	CDM Smith, Inc.	Basil Williams	5/5/2020 - 5/5/2024	\$264,660	\$0	
Subcontractor (Tier 1)	Open	E21-MDAD-01: Pavement Management Program (PMP)	AECOM Technical Services, Inc.	Basil S Williams	11/15/2022 - 1/23/2029	\$330,750	\$0	
Prime	Closed	EDP-AV-SR-N119A-2: MIA WATER DISTRIBUTION SYSTEM IMPROVEMENTS		Basil Williams	4/1/2015 - 1/31/2017	\$55,000	\$27,680	
Subcontractor (Tier 1)	Open	EDP-MT-20200261: NW 170 Street from NW 97 Avenue to I- 75 Roadway Improvements-	HR ENGINEERING SERVICES, INC.	Joli Williams	10/27/2020 - 10/27/2025	\$0	\$0	

		Geotechnical Investigation						
Prime	Closed	EDP-PR-2221010B: Arch Creek Park - Picnic Shelter Drainage Evaluation		Kevin Keane	2/25/2021 - 2/25/2026	\$12,000	\$0	
Prime	Open	EDP-PR-4220032A: Rickenbacker Causeway Comfort Station No. 2 Sewer Connection		Kevin Keane	2/11/2022 - 2/11/2027	\$139,831	\$99,010	
Subcontractor (Tier 2)	Open	R-791-14 0001: DESIGN-BUILD-CONST AGENCY SVCS.AGREEMENT (2019-021)	Turner Construction Company	Joli Williams	6/13/2019 - 7/13/2021	\$169,516	\$196,603	
Subcontractor (Tier 1)	Open	TDB14WASD03: Design-Build - Furnish and Install a 48-inch Diameter Water Transmission Main for Area N (Contract 16FCI001)	Garney Companies, Inc.	Joli Williams	4/17/2017 - 9/30/2020	\$233,838	\$97,030	
Subcontractor (Tier 1)	Closed	TDB14WASD05: Design-Build Services 48" FM	DAVID MANCINI AND SONS, INC.	Joli Williams	11/4/2016 - 9/30/2020	\$99,000	\$91,898	

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Attachment C

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 D

SBD Project Worksheet and Compliance Review



Small Business Development Division

Project Worksheet

Project/Contract Title: Inspection Services and Environmental Oversight
Project/Contract No: E21-MDAD-05
Department: Aviation
Estimated Cost of Project/Bid: \$2,205,500.00
Description of Project/Bid: Conduct as needed environmental inspections, oversight and applicable sampling, for compliance with Federal, state and local regulatory requirements, Underground and Aboveground Storage tanks and associated Monitoring Wells inspections, Soil, groundwater, surface and Drinking Water Sampling, Elapsed Time Meter Readings at Sewage Pump Stations, Orphan Drum & Hazardous Inspections, under water inspections regarding manatee gates, perform environmental baseline, Phase I and Phase II inspection/reports, Air Quality Inspection and Investigations, Industrial Hygiene, Soil Management plans, tier II reports any other environmental plan/assessment in accordance with Chapter 62-761, 62-762 and 62-780 of Florida Administrative Code ("FAC"), Chapter 24 of Miami-Dade County Code, and all other applicable regulations required by DERM and FDEP as part of the permitting process at Miami International Airport (MIA), Opalocka Airport, Homestead General Aviation, Kendall-Tamiami Airport, Dade-Collier Training and Transition Airport at MIA.

Received Date: 5/17/2022
Funding Source: Annual Operating Budget FY 22-29

Contract Measures Recommendation

Measure	Program	Goal Percent
Tier 3 Set-Aside	SBE - A&E	

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE – ARCHITECTURE & ENGINEERING (SBE-A&E)

SBD reviewed this project pursuant to Implementing Order 3-32 for SBE-A/E measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source.

This project is exempt from Responsible Wages due to it being an SBE A/E.

Technical category 9.06 Asbestos, 9.07 Ambient Air and 9.09 OSHA are exempt from the goal

MDC-TCC 09-01 DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES, MDC-TCC 09-06 ASBESTOS, MDC-TCC 09-07 AMBIENT AIR, MDC-TCC 09-09 OSHA, MDC-TCC 10-07 REMEDIAL ACTION PLAN IMPLEMENTATION/ OPERATION/MAINTENANCE, MDC-TCC 10-09 WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT

Small Business Contract Measure Recommendation

Subtrade	Category
Soils, Foundations and Material Testing - Drilling	SBE - A&E
Environmental Engineering - Remedial Action Plan	SBE - A&E
Environmental Engineering - Remedial Action Plan Implementation/Maintenance	SBE - A&E
Environmental Engineering - Wellfield, Groundwater, and Surface Water Protection & Management	SBE - A&E
General Engineering	SBE - A&E

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

County Mayor (Aviation Only)

5/20/22

Date

MDC020

Memorandum



DATE: January 18, 2023

TO: Namita Uppal, Director
Strategic Procurement Department

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

SUBJECT: Compliance Review
Project No. E21-MDAD-05
Inspection Services and Environmental Oversight.

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

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 – Architecture & Engineering (SBE-A&E) program. The contract measure established for this project is a 100% SBE-A&E set-aside.

The Strategic Procurement Department submitted proposals that included a Certificate of Assurance (COA) for the A&E firms listed below acknowledging the project's SBE measures. The firms also submitted their Utilization Plan (UP) identifying the SBE-A&E 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. EBS Engineering, Inc.
2. BND Engineers, Inc.

STATUS:

Compliant
Compliant

SUMMARY:

EBS Engineering, Inc., a certified SBE-A&E firm, submitted a Utilization Plan (UP), committing to self-perform TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), TCC 9-06 (Asbestos), TCC 9-07 (Ambient Air), TCC 10-05 (Contamination Assessment and Monitoring), TCC 10-06 (Remedial Action Plan Design), TCC 10-07 (Remedial Plan Implementation/ Operation/ Maintenance), TCC 10-09 (Wellfield, Groundwater, and Surface Water Protection and Management), TCC-16 (General Civil Engineering), and TCC 17 (Engineering Construction Management) at 95%. EBS Engineering, Inc. also committed to utilize Blascom Engineering, Inc., a certified SBE-A&E firm, to perform TCC 9-01 (Drilling, Subsurface Investigations and Seismographic Services) at 5% for a total of 100%. The Prime and the certified SBE-A&E sub-consultant confirmed their participation via BMWS in agreement with the measure.

EBS Engineering, Inc. has satisfied the 100% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

BND Engineers, Inc., a certified SBE-A&E firm, submitted a Utilization Plan (UP), committing to self-perform TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), TCC 10-05 (Contamination Assessment and Monitoring), TCC 10-06 (Remedial Action Plan Design), TCC 10-07 (Remedial Plan Implementation/ Operation/ Maintenance), TCC-16 (General Civil Engineering), and TCC 17 (Engineering Construction Management) at 60%. BND Engineers, Inc. also committed to utilize the following certified SBE-A&E firms: Milian Swain & Associates, Inc. to perform TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), TCC 10-05 (Contamination Assessment and Monitoring),

TCC-16 (General Civil Engineering), and TCC 17 (Engineering Construction Management) at 20%, HP Consultants, Inc. to perform TCC 9-01 (Drilling, Subsurface Investigations and Seismographic Services) at 15%, and Git Consulting, LLC., to perform TCC 6-01 (Water Distribution and Sanitary Sewage Collection and Transmission), TCC 10-05 (Contamination Assessment and Monitoring), TCC 10-09 (Wellfield, Groundwater, and Surface Water Protection and Management), and a TCC 16 (General Civil Engineering) at 5% for a total of 100%. The Prime and each certified SBE-A&E sub-consultant confirmed their participation via BMWS in agreement with the measure.

BND Engineers, Inc. has satisfied the 100% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure 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.

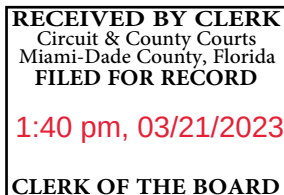
Please note that SBD staff reviewed and addressed compliance with the SBE-A&E program only. The Strategic Procurement Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Leonardo Mane, SBD Contract Compliance Officer II at (305) 375-3167.

c: L. Johnson, ISD
F. Gutierrez, SPD

Attachment E

Negotiation Authorization, List of
Respondents and Tabulation Sheets



Memorandum



Date: March 13, 2023

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: Franklin Gutierrez, *Franklin Gutierrez*
Competitive Selection Committee Coordinator

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department (MDAD)
Inspection Services and Environmental Oversight
SPD Project No. E21-MDAD-05 (Set-Aside)

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

SPD Project No.: E21-MDAD-05 (Set-Aside)

Project Title: Inspection Services and Environmental Oversight

Scope of services Summary: Conduct as needed environmental inspections, oversight and applicable sampling, for compliance with federal, state and local regulatory requirements, underground and aboveground storage tanks and associated monitoring wells inspections, soil, groundwater, surface and drinking water sampling, elapsed time meter readings at sewage pump stations, orphan drum & hazardous inspections, under water inspections regarding manatee gates, perform environmental baseline, phase I and phase II inspection/reports, air quality inspection and investigations, industrial hygiene, soil management plans, tier II reports any other environmental consulting plan/assessment/training in accordance with chapters 62-761, 62-762 and 62-780 of Florida Administrative Code ("FAC"), chapter 24 of Miami-Dade County Code, and all other applicable regulations required by DERM and FDEP as part of the permitting process at Miami International Airport (MIA), Opalocka Airport, Homestead General Aviation Airport, Kendall-Tamiami Airport, Dade-Collier Training and Transition Airport at MIA.

Preferred Experience and Qualifications: The Prime Consultant will handle sensitive information associated with drinking water sampling and should demonstrate adequate training and experience at airport facilities similar in size and complexity.

The Prime Consultant and/or Sub-consultant should demonstrate having five (5) years of experience in sampling surface and/or groundwater for the presence of contaminants related to Hydrocarbons.

The Prime and/or Sub-consultant should demonstrate having five (5) years of experience and have performed inspection of fire pumps, emergency generator and vehicular fuel storage tanks and its monitoring wells and lift stations in facilities such as airports.

The Prime Consultant and/or Sub-consultants should demonstrate having five (5) years of experience and have performed environmental oversight, baseline audit, environmental Phases 1 and 2 audit in facilities such as airports.

Contract Term: 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.

Small Business Enterprise Measure: On May 20, 2022, the Internal Services Department's Small Business Development Division established a Small Business Enterprise - Architectural and Engineering Tier 3 - Set Aside Measure for this project.

Advertisement Date: October 31, 2022.

Number of Proposal(s) Received: Two (2) proposals were received by the submittal deadline of November 30, 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 December 8, 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.

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 January 18, 2023.

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, SPD requested all reports and findings (collectively "Reports") of the OIG and/or the COE regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. On January 17, 2023, the OIG notified the Competitive Selection Committee Coordinator that no reports or findings were located for the E21-MDAD-05 project. On January 27, 2023, the COE responded and indicated that a search of its closed complaint files for complainant and respondent data fields was performed, and none were found.

First Tier Results: The First Tier meeting was held on February 14, 2023. 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:

- Franklin Gutierrez, A&E Consultant Selection Coordinator, SPD, will be the Negotiation Committee Coordinator
- Negotiation Committee:
- Gustavo Leal, Chief, Civil Environmental Engineering, MDAD
- Ammad Riaz, Chief Aviation Planning, MDAD
- Rebecca Varley, Hydrogeologist 3, Department of Regulatory and Economic Resources

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

BND Engineers, Inc.

Final Ranking – 1

Total Adjusted Ordinal Score – 4

Total Adjusted Qualitative Points – 264

The following firm will serve as an alternate:

EBS Engineering, Inc.

Final Ranking – 2

Total Adjusted Ordinal Score – 5

Total Adjusted Qualitative Points – 265

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:

Rita Silva

3/20/23

for Namita Uppal
Director and Chief Procurement Officer

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

SPD Project No.:	E21-MDAD-05 (SET ASIDE)
INFORMS Event No:	EVN0000086
SPD Project Name:	Inspection Services and Environmental Oversight
Department:	Miami-Dade County Department Aviation Department (MDAD)
Submittal Date:	November 30, 2022
Submittals Received:	Two (2)
A&E Coordinator:	Franklin Gutierrez
Prepared on:	December 7, 2022

BACKGROUND:

SPD Project No. E21-MDAD-05, Inspection Services and Environmental Oversight was advertised on October 31, 2022. This solicitation was advertised to contract a professional A&E services firm to perform inspection services and environmental oversight on behalf of the Aviation Department.

The scope of work is to conduct as needed environmental inspections, oversight and applicable sampling, for compliance with federal, state and local regulatory requirements, underground and aboveground storage tanks and associated monitoring wells inspections, soil, groundwater, surface and drinking water sampling, elapsed time meter readings at sewage pump stations, orphan drum & hazardous inspections, under water inspections regarding manatee gates, perform environmental baseline, phase I and phase II inspection/reports, air quality inspection and investigations, industrial hygiene, soil management plans, tier II reports any other environmental consulting plan/assessment/training in accordance with chapter 62-761, 62-762 and 62-780 of Florida Administrative Code ("FAC"), chapter 24 of Miami-Dade County Code, and all other applicable regulations required by DERM and FDEP as part of the permitting process at Miami International Airport (MIA), Opalocka Airport, Homestead General Aviation Airport, Kendall-Tamiami Airport, Dade-Collier Training and Transition Airport at MIA.

The PSA has a total maximum compensation of \$2,2055,500.

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

6.01 Water and Sanitary Sewer System - Water Distribution and Sanitary Sewage Collection and Transmission Systems PRIME)

10.05 Environmental Engineering – Contamination Assessment and Monitoring (PRIME)

17.00 Engineering Construction Management (PRIME)

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

9.06 Soils, Foundations and Materials Testing –Asbestos

9.07 Soils, Foundations and Materials Testing –Ambient Air

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

16.00 General Civil Engineering

The Miami-Dade County Small Business Enterprise (SBE) assigned a measure of 100% SBE/A&E Tier 3 Set Aside.

Two (2) proposals were received through INFORMS on November 30, 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 May 12, 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 twenty-six (29) firms were registered with the county and technically satisfied to perform the requested work as a Prime Consultant.

The INFORMS report shows that 662 A/E firms were notified of this solicitation. Additionally, during the project briefing meeting held on November 10, 2022, to which ten (10) industry representatives attended, no one raised any issues or concerns regarding any apparent project participation restrictions or limitations. The general expectation at that time was that due to the specialized nature of the project, a limited number of firms would consider competing for the selection in this project.

RECOMMENDATION:

This project was Pre-Advertised as a Future Solicitation on May 12, 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 a month, from October 31, 2022, to November 30, 2022. Based upon the above facts, and MDAD's need for these specialized services, it is recommended that the two (2) proposals received electronically via INFORMS be considered and evaluated through the A/E process.



Franklin Gutierrez
A/E Consultant Selection Coordinator
Internal Services Department

December 7, 2022
Date

 12/08/2022



MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT

Project No.: E21-MDAD-05

Measures: SBE-A/E Tier 3 – 100% Set Aside

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 11/30/2022

Team No.: 1

Prime Local Preference: Yes

Prime Name: EBS ENGINEERING INC

FEIN No.: 650492113

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. BLASCOM ENGINEERING INC
- b. GLE ASSOCIATES INC

461661962
592975164

Team No.: 2

Prime Local Preference: Yes

Prime Name: BND ENGINEERS INC

FEIN No.: 650421519

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. MILIAN SWAIN & ASSOCIATES INC
- b. HP CONSULTANTS INC
- c. GIT CONSULTING LLC
- d. NV5
- e. FLORIDA SPECTRUM ENVIRONMENTAL SVCS INC

KACO
FLORIDA ENVIRONMENTAL

650094999
270014034
651319891
271979486
203973182

FIRST - TIER MEETING FEBRUARY 14, 2023		COMPETITIVE SELECTION COMMITTEE									
MIAMI DADE COUNTY AVIATION DEPARTMENT (MDAD) INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT (SET ASIDE) TABULATION SHEET SPD PROJECT NO. E21-MDAD-05		Gustavo Leal (MDAD)	Ammad Riaz (MDAD)	Gary Clarke (WASD)	Rebecca Varley (RER)	Ivette Newland (DTPW)	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
NAME OF FIRM(S)											
1	EBS ENGINEERING, INC. (LOCAL)										
1A - Qualification of firms including team members associated to the project (Max. 50 points)		40	45	48	46	35	214				
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)		20	15	18	16	12	81				
3A - Past Performance of the Firms (Max. 20 points)		20	17	20	17	18	92				
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)		5	5	4	5	4	23				
5A - Ability of team members to interface with the County (Max 5 points)		4	5	4	5	5	23				
		89	87	94	89	74	433				
Ordinal Scores		1	2	2	2	1					
Dropped Ordinal Scores				2		1		5	2	2	
Dropped Qualitative Scores				94		74					
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							265				

FIRST - TIER MEETING FEBRUARY 14, 2023		COMPETITIVE SELECTION COMMITTEE									
MIAMI DADE COUNTY AVIATION DEPARTMENT (MDAD) INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT (SET ASIDE)		Gustavo Leal (MDAD)	Ammad Riaz (MDAD)	Gary Clarke (WASD)	Rebecca Varley (RER)	Ivette Newland (DTPW)	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
TABULATION SHEET SPD PROJECT NO. E21-MDAD-05											
2 BND ENGINEERS, INC. (LOCAL)											
1A - Qualification of firms including team members associated to the project (Max. 50 points)		40	47	49	49	38	223				
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)		17	18	20	20	12	87				
3A - Past Performance of the Firms (Max. 20 points)		17	17	20	17	12	83				
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)		3	2	5	4	3	17				
5A - Ability of team members to interface with the County (Max 5 points)		3	5	4	5	5	22				
		80	89	98	95	70		432			
Ordinal Scores		2	1	1	1	2					
Dropped Ordinal Scores				1		2			4	1	1
Dropped Qualitative Scores				98		70		264			
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											

Franklin Gutierrez, Chairperson

**PROFESSIONAL SERVICES AGREEMENT FOR
INSPECTION SERVICES
AND ENVIRONMENTAL OVERSIGHT
FOR MIAMI-DADE AVIATION DEPARTMENT
CONTRACT NO. E21-MDAD-05**

This AGREEMENT made as of the 12th day of April in the year 2023, 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:** **BND Engineers, Inc.**
2100 Ponce de Leon Blvd, Suite 1270
Coral Gables, Florida 33134

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

For the Project: **Inspection Services and Environmental Oversight**

The scope of work for the project is to conduct as needed environmental inspections, oversight and applicable sampling, for compliance with Federal, state and local regulatory requirements, Underground and Aboveground Storage Tanks and associated Monitoring Wells inspections, Soil, groundwater, surface and Drinking Water Sampling, Elapsed Time Meter Readings at Sewage Pump Stations, Orphan Drum & Hazardous Inspections, under water inspections regarding manatee gates, perform environmental baseline, Phase I and Phase II inspection/reports, Air Quality Inspection and Investigations, Industrial Hygiene, Soil Management plans, tier II reports any other environmental plan/assessment in accordance with Chapter 62-761, 62-762 and 62-780 of Florida Administrative Code ("FAC"), Chapter 24 of Miami-Dade County Code, and all other applicable regulations required by DERM and FDEP as part of the permitting process at Miami International Airport (MIA), Opalocka Airport, Homestead General Aviation Airport, Kendall-Tamiami Airport, Dade-Collier Training and Transition Airport at MIA.

The Owner and Consultant agree as set forth herein:

Contract No. E21-MDAD-05

PROFESSIONAL SERVICES AGREEMENT

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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 Consultant shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Consultant details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Agreement between the Owner and the Consultant, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **AIRPORT:** shall mean Miami International Airport (MIA), Miami Opa-locka Airport, Miami Homestead General Aviation Airport, Miami Executive Airport and Dade-Collier Training and Transition Airport.
- 1.5 **ALLOWANCE ACCOUNT (CONTINGENCY ACCOUNT):** Account in which a stated maximum dollar amount is included in the Contract for the purpose of funding, at the sole discretion of the Owner, unforeseen and/or changed conditions arising during the prosecution of the Work or any other changes issued by the Owner. The scope and limitations regarding use of the Allowance Account are contained in the Contract Documents. The performance of any work under this Allowance Account, shall be authorized by a written Work Order issued by the Owner.
- 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 (A/E 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 CONSULTANT: The named entity on page 1 of this Agreement.
- 1.13 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Consultant in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.14 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.15 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.16 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 DEPARTMENT: Miami-Dade Aviation Department (“MDAD”) is a department of Miami-Dade County and represented by and acting through his/her designee(s)
- 1.19 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.
- 1.20 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Primary Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.21 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Consultant and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.

- 1.22 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Consultant in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables.
- 1.23 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.24 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.25 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.26 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.
- 1.27 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.
- 1.28 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.
- 1.29 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).
- 1.30 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.
- 1.31 NOTICE TO PROCEED (NTP): Written communication issued by the owner to the

Consultant directing the Services to proceed and establishing the date of commencement of the Work.

- 1.32 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.
- 1.33 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.
- 1.34 PHASE: The portion of the Primary 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 |
- 1.35 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.
- 1.36 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.
- 1.37 PRIMARY SERVICES FEE: The basis for compensation of the Consultant for the Primary Services performed under this Agreement.
- 1.38 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.

- 1.39 **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.
- 1.40 **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.
- 1.41 **PROJECT:** Project Elements and components of the Project Elements and Services as set forth this Agreement and authorized by Service Order (s).
- 1.42 **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.
- 1.43 **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.
- 1.44 **PROJECT MANAGER (PM):** Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.45 **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.
- 1.46 **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.
- 1.47 **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.
- 1.48 **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.

- 1.49 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.
- 1.50 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Primary Services which the Consultant shall perform in accordance with the terms of this Agreement.
- 1.51 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.
- 1.52 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.
- 1.53 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.
- 1.54 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.
- 1.56 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.
- 1.57 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.
- 1.58 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.

- 1.59 **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.
- 1.60 **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.
- 1.61 **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.
- 1.62 **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.
- 1.63 **WORK-SITE SERVICES:** Those optional portions of the Services, beyond the requirements of Work-Related Services, involving the providing of on-site resident services, that the Consultant shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Consultant with the information listed in the Special Provisions. The information to be furnished by the Owner will be delineated in each Service Order.
- 2.2 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the project where such examinations can be made without using destructive measures, e.g., excavation or demolition. MDAD shall approve any destructive measures that may be necessary. Surveying information shall be spot checked extent the Consultant has satisfied itself as to the reliability of the information. Notwithstanding the foregoing if existing conditions materially differ from information furnished by Owner and such variation could not have reasonably been verified by Consultant, then Consultant shall have no responsibility for any costs or expense incurred by Owner as a result of the differing conditions. In addition, if the Consultant is required to make changes to the Consultant's Deliverables as a result of such material difference, the Owner shall compensate the Consultant for such services as an Additional Service.

ARTICLE 3
GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

- 3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Consultant shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
- 3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.
- 3.1.3 This Section shall survive expiration or termination of this Agreement.

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

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

- 3.2.1 The Consultant shall provide (at its own cost):
 - a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
 - b. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$1,000,000, and \$5,000,000 if operating vehicles on the Airfield Operations Area ("AOA"), combined single limit for bodily injury and property damage liability.

Only company-owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following the date of submittal by the Consultant of the Report of Contract Completion.

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

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

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

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

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

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its

agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.

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

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

The Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. Payment of such Sub-consultants employed at the option of the Consultant shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the 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 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 8 "Compensation for Services".

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

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

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide Inspection Services and Environmental Oversight 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 another consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit

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

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

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

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

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

The IG may, on a random basis, perform audits on all County contracts throughout the

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

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

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

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

- 3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium is a work for hire and is the property of the Owner; however, the Owner may grant to the Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner.
- 3.13.2 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the Owner.
- 3.13.3 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.
- 3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.
- 3.13.5 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 weeks. In order to obtain a non-photo pass, the Consultant must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non- photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

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

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

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

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

- 3.18.14 In addition to the foregoing, the Consultant shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Consultant employees that will be involved within the CBP/FIS environment at MIA. The Consultant shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Consultant personnel.
- 3.18.15 The employee(s) of the Consultant shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Consultant shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Consultant to remove any employee it deems unacceptable.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other 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 6.01 Water Distribution and Sanitary Sewage Collection and Transmission Systems, 10.05 Environmental Engineering – Contamination Assessment and Monitoring, and 17.00 Engineering Construction Management. The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Subconsultants to comply with the terms and conditions of the Agreement or

by the Consultant's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Subconsultants and in approving and accepting such work to ensure the professional quality, completeness, and coordination of Subconsultant's work.

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

which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

- 3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump-sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Ninety-Five Thousand Dollars (\$195,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 3.28 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.
- 3.29 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS: The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.30 ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Consultant for the applicable payment due herein.
- 3.31 ACCESS TO PUBLIC RECORDS: The Consultant shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

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

ARTICLE 4

SERVICES TO BE 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

- the scope of work, time of completion, deliverables, and total compensation for the services authorized;
- the consequences for failure of the Consultant to meet the Projected schedule; and
- whether the Services are Primary Services, Additional Services, Work Site Services, or Dedicated Services.

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 Inspection and Environmental Oversight 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 once 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 of this Agreement and all other services normally required for an airport project of this type.

4.2.1 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.

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

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

- 4.2.4 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.
- 4.2.5 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 monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.
- 4.3.1 Reports: In addition to any specific reports called for elsewhere in this Agreement, the Consultant shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative of the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Consultant as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Consultant shall also state the length of delay and the reasons for the delay. The Consultant shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the

total compensation paid and payable to the Consultant hereunder for each Phase of the Primary Service as set forth in the corresponding invoice for payment.

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

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

4.4 ADDITIONAL AND WORK-SITE SERVICES

4.4.1 Authorization: Any Services beyond the requirements for Primary Services shall be performed by the Consultant upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Consultant 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 Primary 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 Primary 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 Primary Services.

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

- 4.4.2.5 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 Primary 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 Primary 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 Primary 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 Consultant shall provide Work-Site Services as set forth herein. In discharging such Services, the Consultant shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the 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 Consultant and the Owner.

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

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

ARTICLE 5

COMPENSATION FOR SERVICES

Owner agrees to pay to the Consultant and the Consultant agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this article. All allocations of money are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. No payment will be made to the Consultant for work performed without a Service Order. The Consultant agrees that all such services can be provided within the awarded amount of this Agreement.

5.1 COMPENSATION FOR SERVICES:

Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Consultant for Primary Services, Work Site, Work-Related, Additional Services and Reimbursable Expenses performed shall not exceed **TWO MILLION DOLLARS (\$2,000,000)** 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 **\$180.00** per hour.

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

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

5.1.2.2. Compensation for all personnel shall 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	FLAT RATE (\$/HR)
Principal	\$180.00
	MAXIMUM RAW RATES
Project Manager	\$75.00
Senior Engineer	\$68.00
Professional Engineer	\$70.00
Staff Engineer	\$50.00
Design / Engineer Technician	\$40.00
Field Inspector	\$40.00
Field Support	\$35.00
Administrative Support/Clerical	\$30.00

*Hourly Flat Rate

The maximum Flat 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 Consultant shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.

- 5.1.5 The Consultant shall not be entitled to compensation for Phases 3A through 4

(30% Contract Documents through Bidding) for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total established construction budget.

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

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

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

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, a Contingency Allowance of ten percent (10%) of the project base estimate, not exceeding **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, 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 **FIVE THOUUSDAND FIVE HUNDRED DOLLARS (\$5,500)**. 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 **TWO MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED (\$2,205,500)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

Timetables

Goals for minority participation for each trade:

Goals for female participation in each trade: 6.9%

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

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

violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

ARTICLE 7

REIMBURSABLE EXPENSES

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

- 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.
- 7.6 Stormwater, engineering and Building Information Modeling (BIM) software license fees for license obtained under the Owner's name will be reimbursed.
- 7.7 Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.

ARTICLE 8

SPECIAL PROVISIONS

8.1 At any time during the term of this Agreement Owner can require the Consultant provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Article 7 “Reimbursable Expenses” of this Agreement.

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

Conduct as needed environmental inspections, oversight and applicable sampling, for compliance with Federal, state and local regulatory requirements, Underground and Aboveground Storage Tanks and associated Monitoring Wells inspections, Soil, groundwater, surface and Drinking Water Sampling, Elapsed Time Meter Readings at Sewage Pump Stations, Orphan Drum & Hazardous Inspections, under water inspections regarding manatee gates, perform environmental baseline, Phase I and Phase II inspection/reports, Air Quality Inspection and Investigations, Industrial Hygiene, Soil Management plans, tier II reports any other environmental plan/assessment in accordance with Chapter 62-761, 62-762 and 62-780 of Florida Administrative Code (“FAC”), Chapter 24 of Miami-Dade County Code, and all other applicable regulations required by DERM and FDEP as part of the permitting process at Miami International Airport (MIA), Opalocka Airport, Homestead General Aviation Airport, Kendall-Tamiami Airport, Dade-Collier Training and Transition Airport at MIA.

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

8.3 Article 1.22, Design Schedule and Cost Management Plan (DCSMP) is hereby deleted in its entirety.

8.4 Article 1.34, Phase, is hereby deleted in its entirety.

8.5 Article 1.38, Probable Construction Cost, is hereby deleted in its entirety.

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

Small Business Enterprise (SBE – A/E) Tier 3 Set-Aside

(With Exemptions Related to Technical Certification Categories 9.06, 9.07 and 9.09)

8.7 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is

either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.

8.8 Pursuant to Article 2.1, the Consultant shall be furnished with the following documents, or access thereto, as referenced in Primary Services: [list of relevant documents to follow, by document title, Project name if different than document title, Project/Contract number as appropriate, author or source of document, current location of document if other than MDAD Technical Support Library.]

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

8.13 ORGANIZATIONAL CONFLICT OF INTEREST:

1. Policy

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

2. Definitions

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

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

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

3. Certification of no organizational conflict of interest

The Consultant: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Consultant's certification to the County that the Consultant or its subconsultants do not have knowledge of any organizational conflicts of interest that exists in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement

and the Consultant may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the Consultant to execute an express written certification that after diligent inquiry the Consultant does not have knowledge of any organizational conflict of interest. The County may also require the Consultant to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the Consultant or its subcontractors from award of other County professional service agreements.

4. Identification of organizational conflict of interest

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

5. Addressing organizational conflicts of interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or his designee, shall make the decision of how to address an organizational conflict of interest. The Executive Director of the Commission on Ethics or his designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an

organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted Consultant perform the Agreement. The County shall balance risks created by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the Consultant, and shall be made in the County's sole and complete discretion.

6 Measures to address organizational conflicts of interest

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

7 Documentation and evaluation

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

8 Organizational conflicts of interest which are not remedied

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

8.14 ACCESS TO RECORDS AND REPORTS: The Consultant must maintain an acceptable

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

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

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

8.16 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

1. Overtime Requirements

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or sub-consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Sub-consultants

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

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

Consultant and sub-consultant agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

8.18 CIVIL RIGHTS TITLE VI ASSURANCES:

Compliance with Nondiscrimination Requirements

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

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

2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts/Sub consultants, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract/sub consultant or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition,

the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies,

and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 8.20 **FEDERAL FAIR LABOR STANDARDS ACT:** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced 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.
- 8.21 **ENERGY CONSERVATION REQUIREMENTS:** Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).
- 8.22 **TRADE RESTRICTION CERTIFICATION:** By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant:
- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
 - b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
 - c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

8.23 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: By submitting a bid/proposal under this solicitation, the bidder or Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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

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

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension Consultant, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

- 8.25 VETERAN'S PREFERENCE: In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 8.26 DISTRACTED DRIVING: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
- In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.
- 8.27 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 8.28 CERTIFICATION REGARDING LOBBYING: The Proposer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Required Contract Provisions Issued on January 29, 2016 Page 45 AIP Grants and

Obligated Sponsors Airports (ARP) administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 8.32 The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, CONSULTANT shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the CONSULTANT's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to CONSULTANT, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, CONSULTANT shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the CONSULTANT shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the CONSULTANT does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.
- 8.33 Notwithstanding and prevailing over any other provision of this Agreement to the contrary, the County Mayor or County Mayor's designee's may exercise the provisions of Section 2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Agreement and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Agreement shall be deemed terminated without further notice. In such event, the Consultant shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Consultant is eligible for payment for any work done prior to failure of the ratification, in accordance with the Article 8 of this Agreement.

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

CONSULTANT (CORPORATION)

BND Engineers, Inc.

Legal Name of Corporation

ATTEST:

Secretary: Joli C. Williams

Signature and Seal

Joli C. Williams

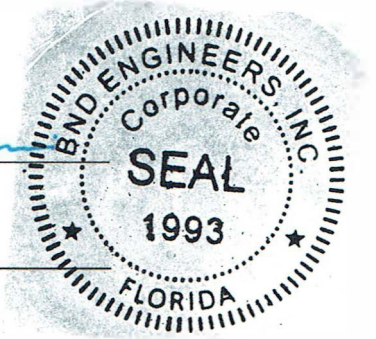
Type Name

By: Basil S. Williams

Consultant - Signature

Basil S. Williams / President

Type Name & Title



CONSULTANT (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____

Signature

Witness: _____ By: _____

Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Mayor

ATTEST: Luis G. Montaldo, Clerk Ad Interim

BY: _____

(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

EXHIBIT 1

Fee Schedule

Contract No. E21-MDAD-05

MDC093

EXHIBIT 2

PRINCIPALS OF THE CONSULTANT

EXHIBIT 2

PRINCIPALS OF THE CONSULTANT

Employee Name	Position	Job Responsibility
Basil S. Williams	President/CEO	Principal

EXHIBIT 3

CRITICAL PERSONNEL

(Refer to Sub-article 3.20)

EXHIBIT 3

CRITICAL PERSONNEL

Employee Name	Position	Job Responsibility
Kevin Keane, PE	Senior Vice President	Project Manager
Marta Torres, EI	Senior Engineer	Project Manager
Nikolai Gage, PE	Senior Engineer	Senior Engineer
Toni Williams	Designer	Design/Engineer Technician
Chris Ossman	Project Engineer	Staff Engineer
Thomas Rodriguez	Scientist	Field Inspector
Francisco Bendana	Senior Inspector	Field Inspector

EXHIBIT 4

CERTIFICATE OF ASSURANCE

Contract No. E21-MDAD-05



SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE

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

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

Project No.: E21-MDAD-05 Project Title: Inspection Services and Environmental Oversight

Name of Proposer: BND Engineers, Inc. FEIN 65-0421519

Address: 2100 Ponce de Leon Blvd, Suite 1270 City Coral Gables State FL ZIP 33134

Telephone Number: (305) 599-8495 Email address: administration@bndengineers.com

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

100% % SBE-A/E, _____ % SBE-Con, _____ % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

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

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

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Kevin A. Keane
Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 17th day of November, 2022

Joli C. Williams
Signature of Notary Public-State of Florida

My Commission Expires: 06/26/2024



Joli C. Williams
Comm. #HH003322
Expires: June 26, 2024
Bonded Thru Aaron Notary

Exhibit 5

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Contract No. E21-MDAD-05

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

Contract No. E21-MDAD-05

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

This sworn statement is submitted for:

PROJECT TITLE: Inspection Services and Environmental Oversight

PROJECT NUMBER: E21-MDAD-05

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Basil S. Williams (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

BND Engineers, Inc.

(Name of Entity)

2100 Ponce de Leon Blvd, Suite 1270, Coral Gables, FL 33134

(Address of Entity)

6 / 5 - 0 / 4 / 2 / 1 / 5 / 1 / 9
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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. E21-MDAD-05

MDC106

**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. E21-MDAD-05

MDC107

**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. E21-MDAD-05

MDC108

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. E21-MDAD-05 **Federal Employer Identification No. (FEIN):** 65-0421519
Contract Title: Inspections Services and Environmental Oversight

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 { BND Engineers, Inc. } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

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

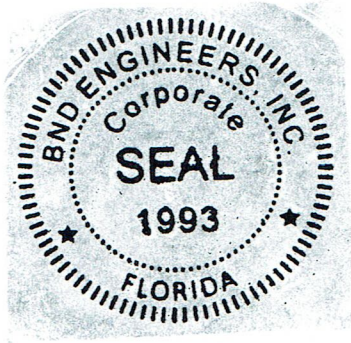
AFF-4

Contract No. E21-MDAD-05

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.



Basil S. Williams

(Signature of Authorized Representative)

Basil S. Williams

(Print Name of Authorized Representative)

Title President

Date 4/12/2023

Notary Public Information

Notary Public – State of Florida

County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 12th day of, April 2023

by Basil S. Williams He or she is personally known to me ☒ or has produced I.D. ☐

Type of identification produced _____

Joli Williams

Signature of Notary Public

06/26/2024

Expiration Date

HH003322

Serial Number

Joli C. Williams

Print or Stamp of Notary Public

Notary Public Seal



Joli C. Williams
Comm. # HH003322
Expires: June 26, 2024
Bonded Thru Aaron Notary

AFF-5

Contract No. E21-MDAD-05

MDC110

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

(Insert Here)



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

It is the policy of BND Engineers, Inc. to promote diversity in the subcontracting of consultants for
Miami-Dade County Projects and to allow opportunities for subcontracting to as many qualified
subcontractors as needed, in accordance with the Section 2.8.8 - Fair Subcontracting Practices of the
Miami-Dade County Code of Ordinances.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

David S. Williams
Signature

4/7/2023
Date

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)

State of Florida

Department of State

I certify from the records of this office that BND ENGINEERS, INC. is a corporation organized under the laws of the State of Florida, filed on June 23, 1993.

The document number of this corporation is P93000045561.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 30, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2023*




Secretary of State

Tracking Number: 2381303497CC

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

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

CERTIFICATE OF INSURANCE

Contract No. E21-MDAD-05



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2023

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 Whitney Commercial Insurance Advisors LLC 102 NE 2nd St, Ste 178 Boca Raton, FL 33432 License #: A283753	CONTACT NAME: Kimberly Hefferon PHONE (A/C, No, Ext): (561)210-8715 FAX (A/C, No): (561)210-8716 E-MAIL ADDRESS: kim@wciadvisors.com																					
INSURED BND ENGINEERS, INC. 2100 PONCE DE LEON BLVD SUITE 1270 CORAL GABLES, FL 33134	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Property Casualty Co of America,25674</td><td></td><td>25623</td></tr><tr><td>INSURER B: Travelers/Phoenix Insurance Co</td><td></td><td>25623</td></tr><tr><td>INSURER C: Lloyds of London, 15792</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Property Casualty Co of America,25674		25623	INSURER B: Travelers/Phoenix Insurance Co		25623	INSURER C: Lloyds of London, 15792			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 00000333-1639901**REVISION NUMBER:** 71

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6603C345829-PHX-22	09/13/2022	09/13/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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PROPERTY DAMAGE (Per accident)	\$																											
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B	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3C356985-21-47	09/13/2022	09/13/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>4,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	4,000,000	AGGREGATE	\$	4,000,000		\$													
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A	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 / A			UB4J93985A	09/13/2022	09/13/2023	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ 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									
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C	Professional Liab				09/01/2022	09/01/2023	<table><tr><td>Professional</td><td></td><td>2,000,000</td></tr></table>	Professional		2,000,000																		
Professional		2,000,000																										

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

Description E21-MDAD-05

MIAMI- DADE COUNTY IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

VEHICLES OPERATING ON THE AIR OPERATIONS AREA ARE COVERED BY THIS POLICY.

CERTIFICATE HOLDER**CANCELLATION**

Miami-Dade Aviation Department Risk Management Unit Attn: Risk Management PO Box 025504 MIAMI, FL 33102	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  (KIH)
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MDC116

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization's as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render any "professional services".

2. The following is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Professional Services

"Personal injury" or "advertising injury" arising out of the rendering of or failure to render any "professional services".

3. The following is added to **DEFINITIONS** Section:

"Professional services" means any service requiring specialized skill or training, including:

- a. Preparation, approval, provision of or failure to prepare, approve, or provide any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, warning, permit application, payment request, manual or instruction;
- b. Supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor or subcontractor; or
- c. Monitoring, testing, or sampling service necessary to perform any of the services described in Paragraph **a.** or **b.** above.

POLICY NUMBER: UB-4J93985A-22-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.



MEMORANDUM

(Revised)

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

DATE: July 6, 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)
7-6-23

RESOLUTION NO. R-577-23

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BND ENGINEERS, INC., FOR INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT, CONTRACT NO. E21-MDAD-05 IN AN AMOUNT NOT TO EXCEED \$2,205,500.00 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:

Section 1. This Board approves the award of the Professional Services Agreement to between Miami-Dade County and BND Engineers, Inc., for Contract No. E21-MDAD-05, in an amount not to exceed \$2,205,500.00 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 provisions thereof, including the termination provision contained therein.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. E21-MDAD-05 and the authority to exercise the termination provisions, and to exercise all relevant authority granted the County Mayor or County Mayor's designee pursuant to sections 2-285 and 2-285.2 of the Miami-Dade County Code.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 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

By: Basia Pruna
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency. DMM

David M. Murray