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

Memorandum

MIAMI-DADE COUNTY

Date: October 1, 2024

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

Agenda Item No. 8(H)(4)

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-855-24

Subject: Recommendation for Approval to Award a Professional Services Agreement for the Crandon Park Master Plan Improvements Project, Contract No. 422801-18-005, Project No. A22-PROS-05

EXECUTIVE SUMMARY

This item is recommending the County enters into a Professional Services Agreement (PSA) for architectural services from Brooks + Scarpa Architects, Inc. for the full design, permitting, and implementation of Crandon Park Master Plan projects.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve a competitive award of a PSA contract to Brooks + Scarpa Architects, Inc. under Project No. A22-PROS-05, Contract No. 422801-18-005, Crandon Park Improvements Project, for the Parks, Recreation and Open Spaces Department (PROS) in the combined maximum amount of $2,724,024.00, inclusive of any contingency, dedicated allowance and reimbursable expenses.

SCOPE

Crandon Park is located at 4000 Crandon Boulevard, Key Biscayne, FL, 33149 in County Commission District 7, which is represented by Commissioner Raquel A. Regalado.

FISCAL IMPACT/FUNDING SOURCE

This PSA is valued at $2,724,024.00 for a term of 1,825 calendar days with a 183-calendar day contingency. See table below for a breakdown and further details.

Base Contract Amount	Contingency Amount (Code Sec. 2-8.1)	Dedicated Allowance	Reimbursable Expenses	Total:
$1,794,567.00	$179,457.00	$500,000.00	$250,000.00	$2,724,024.00

Dedicated Allowance: For unforeseen conditions in (Permitting, Plan Revisions, Laboratory Soil/Materials Services, Environmental Engineering Services, Existing utility relocations, Paving, Striping, ADA compliance, Carpentry, Water, Sewer, Telephone, Data, Electrical, Survey Elevation verifications, Utility Company Service Fees, Facility Security and Safety Improvements for construction changes and for quantity adjustments, if ordered by the County.
Reimbursable Expenses: Costs for all required inspections, impact fees, etc. shall be paid out of this fund.

The Adopted Budget and Multi-Year Capital Plan indicates the item has been budgeted. See table below for further details.

Revenue Name	Program No. & Description	Project No.	Fund Code	Funding Amount
CRANDON PARK	939060 CRANDON PARK PROGRAM. Adopted Budget FY 2023-24, Volume 2, page 270	CPR000000070732	CB065	$2,724,024.00

TRACK RECORD/MONITOR
The designated staff contact to track and monitor this contract is Michael J. Cornely, Assistant Director, Planning, Design, and Construction Excellence Division.

DELEGATION OF AUTHORITY
The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows: In accordance with Miami-Dade County code section 2-8.3 related to identifying delegation of Board authority contained within the subject contract, the County Mayor or the County Mayor's designee has the authority to approve the contingency expenditure limited to 10 percent of the base contract amount, exercise the renewal options and to terminate the contract.

BACKGROUND
The Consultant will be responsible for the design, permitting and the implementation of general plan projects at Crandon Park. Improvement areas include the amusement area, concession building, removal of the sand drift wall south of the central allée, replacement of the entire promenade and retaining wall, cabana road, signage package and design of new access paths as necessary. The grass mound is to have a telescope and access ramp for accessibility. The consultant's scope of work also includes presenting the design to the Crandon Park Advisory Committee (inclusive of all presentations and formal submittals required), assist during the bidding and award of the construction contract, construction administration and addressing project site flooding issues per the Sea Level Rise Flood Mitigation Study relative to Crandon Park. This project responds to items identified in the Miami-Dade County Board of County Commissioners' Resolution No. R-581-10, the Crandon Park 2010 Settlement Agreement. It also addresses improvements envisioned in the Crandon Park Nature Based Enhancement Conceptual Plan produced by the department. The consultant shall incorporate resiliency and sustainable development best practices building measures into the design (where applicable), including but not limited to LEED Silver Certification, LEED SITES Certification, and Envision Certification.

A Notice to Professional Services (NTPC) was issued under full and open competition on January 25, 2023. On the closing date of March 27, 2023, the County received eight proposals, seven of the firms were local. SBD compliance review was completed on April 21, 2023. The First-Tier evaluation meeting was conducted on September 1, 2023. The Second-Tier evaluation meeting was conducted on October 3, 2023. There was a total of five negotiation meetings. A review of the County's Capital Improvements Information System showed the recommended vendor does not hold an evaluation score since the firm has never provided services to Miami-Dade County. The Small Business Development (SBD) did not have a Firm History Report on file, since the firm has not previously provided services to Miami-Dade County.

All work shall be conducted to meet or exceed professional standards and the requirements of all authorities having jurisdiction; comply with ISD Security requirements; as needed. 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.

VENDOR RECOMMENDED FOR AWARD

The table below depicts a summary of the recommended prime consultant.

Vendor Name	Principal Address	Local Address	Number of Employee Residents* 1) Miami-Dade County 2) Percentage (%)	Principal
Brooks + Scarpa Architects, Inc.	3929 W. 139 St. Hawthorne, CA 90250	1147 NE 7 Ave. Fort Lauderdale, FL 33304	23 1) 0 2) 0%	Angela Brooks

*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: Brizaga, Inc.; Dr. Paul S George; Horton Lees Brogden Lightning, Inc.; HP Consultants, Inc.; Longitude Surveyors, LLC.; Louis J. Aguirre & Associates, PA; O'Donnell & Naccarato, Inc.; Moffatt & Nichol, Inc.; Savino & Miller Design Studio, PA; Starns Conrad & Schmidt Consulting Engineering, Inc.; Tom Graboski Associates, Inc.; Urban Impact Lab, Inc.

DUE DILIGENCE

Pursuant to R-187-12, the Strategic Procurement Department (SPD) 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 included: 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
Small Business Enterprise - Architecture and Engineering	County Code Section 2-10.4.01	Yes	SBE-A/E 25.00%
Small Business Enterprise -Services	County Code Section 2-8.1.1.1.1	No	Does not apply to professional services A/E consultant work.
Small Business Enterprise -Goods	County Code Section 2-8.1.1.1.2	No	Does not apply to professional services A/E consultant work.
In-house Capabilities	Resolution R-1204-05	No	PROS has evaluated and considered the in-house capabilities of staff to perform

Title	Legislation	Applicable (Yes or No)	Notations
			the requested services. Due to the specific scope of services including a number of specialized tasks, assessments and studies and the qualifications to perform these tasks; PROS has determined that the work must be completed by an outside consultant.
Responsible Wages	County Code Section 2-11.16	No	Does not apply to professional services A/E consultant work.
Sea Level Rise	Ordinance 14-79	Yes	The Impact of Sea Level rise will be considered as part of the design for this project.
Sustainable Buildings Measure	Implementing Order 8-8	Yes	The Notice to Professional Consultants contained specific language requiring compliance with the Sustainable Ordinance. The applicability of this Ordinance will be reviewed and determined at the time a Service Order is issued to the Contractor.
Local Preference	County Code Section 2-8.5	Yes	Included
Local Certified Veteran Business Enterprise Preference	Code County Section 2-8.5.1	Yes	Included
Consultants' Competitive Negotiation Act	FL Stat. 287.055	Yes	Included
Office of Inspector General Fee	County Code Section 2-1076	Yes	Included

List of Attachments:
Attachment A: Contract Evaluations Report
Attachment B: A&E Firm History Report
Attachment C: SBD Worksheet and Compliance Review
Attachment D: Negotiation Authorization, List Respondents, and Tabulation Sheets
Attachment E: FY2023-24 Adopted Budget Book Pages
Attachment F: PSA Agreement, Contract No. 422801-18-005, Project No. A22-PROS-05

Department Chief Financial Officer

OMB Director

MS

County Mayor or Designee
Jimmy Morales, Chief Operating Officer

Clerk Date

ATTACHMENT A

Contract Evaluations Report

Pre-Award Supplier/Vendor Compliance Checklist				
Supplier/Vendor Name:	Brooks + Scarpa Architects, Inc.			
DBA or Fictitious Name:				
FEIN:	01-0552842			
Supplier/Vendor Registration			**The following should be "Yes" or a comment is provided to explain.**	
Navigation in INFORMS: Finance/Supply Chain (FSCM) > Supplier Administration > Maintain Supplier > Maintain Supplier				
NOTE:If vendor is a Bidder, reach out to VOSS to assist with vendor conversion to Supplier.			**Check**	**Comments**
Supplier Registration Status	**INFORMS Tab** - Summary: -Status (Is the Status approved?)		☑ Yes	
	INFORMS Tab - Summary: -Open for Ordering (Is open for ordering "yes"?)		☑ Yes	
Completed Affidavits	**INFORMS Tab** - Affidavits Tab: Are the all the Affidavits completed and the affirmation signed? If not, provide comments on missing items.		☑ Yes	
NOTE: Check all Affidavits (1-13) are completed and attach one screenshot of vendor's affimation page. **Navigation in INFORMS:** Finance/Supply Chain (FSCM) > Supplier Administration > Maintain Supplier > Affidavits Tab, scroll to affirmation.				
			The following can be "Yes" or "No" with comments as needed.	
Local, Sunbiz, SBE, Veteran and E-Verify			**Check**	**Comments**
Local Address	Identify if vendor has a local address: sources Submittal Form, Google maps, vendor registration in INFORMS, LBT, etc.		☐ Yes ☑ No	1147 NE 7th Avenue, Ft. Lauderdale, FL 33304
Local Business Tax Receipt	**INFORMS Tab** - Identifying Information Tab: **-Government Classification** **-Government Sources** **Certification Source (LBT)** **NOTE:** *Partial information, INFORMS doesn't provide status (arrears)*		☐ Yes ☑ No	No tax information recorded with Tax office
Property Taxes	Identify if Vendor/Principal has a property tax record in the Tax Collector's website		☐ Yes ☑ No	No recorded tax information
NOTE: Pursuant to Section 2-8.1(c), any property or business taxes due to the County must be paid, as a condition of contract award/pool inclusion. Print Screen of taxes due and inform Supplier/Vendor. Advise Manager, who will consult with CPO for determination of Supplier/Vendor responsiblity. Suppliers/Vendors affirming Local or Locally Headquartered Preference must have LBT or provide exemption.				
State of Florida Corporations (Sun Biz)	Confirm vendor status in SunBiz (or State where company is registered)		☑ Yes ☐ No	
SBE-Certified Firms	**INFORMS Tab** - Identifying Information Tab: **-Additional Reporting Elements (expand)** Note: if there is a conflict between INFORMS and the website, note it in the comments and follow-up with SBD to confirm SBE status. Also, if SBE, provide SBE type, Tier, and Tier Description.		☐ Yes ☑ No	
Local Certified Veteran Business Enterprise	Identify if vendor is certified by the State of Florida. If yes, confirm vendor status is "Active"		☐ Yes ☑ No	
Find E-Verify Participant Employers	If contract requires participation, this must be "Yes" for all A/E Consultants and Design Builder when applicable. **Primes and sub-consultants.**		☑ Yes ☐ No	
MDC Prequalification/Technical Certifications	Request from the **PQC/TC Team** that all Team A/E Consutant(s) assigned Technical Categories in the Letter of Qualifications (LOQ) or Form 8DB have active PQC. This must be "Yes". Also check First Tier/Step One folder for any letters for subs without TCs sent to the Proposer.		☑ Yes ☐ No	
Department of Business & Professional Regulation	Request from the **PQC/TC Team** DBPR sponsorshipt verification and active licenses status for the Prime/Lead A/E Consutant. This must be "Yes". Also check First Tier/Step One folder for any letters sent for lack of TCs sent to the Proposer.		☑ Yes ☐ No	
3-Year Work History Report	Request from SBD Kirah Shakoor and Patrick Hines (for the Prime Only)		☐ Yes ☑ No	According to BMWS, the firm doesn't have any work history inside the BMWS database
Past Performace Evaluation Average in CIIS	Prime Consultant or Design Builder	☑ No Record ☐ 2.0 to 2.9	☐ <1.9 ☐ > 3.0	No Evaluations recorded
			The following should be "No" or a comment is provided to explain.	
Does Supplier/Vendor Appear on the Following:			**Check**	**Comments**
Debarred Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.		☑ No	
Non Performance History	**BTS Navigation:** Log into BTS > Click on "Vendor Database" > Click on "Registered Vendors" > Enter Prime/DB under "Business Name" search field and click "Go" > Click on link # in front of Vendor Name > Clik on "NonPer/Violation Hist" icon on top of page > Take Snapshot		☑ No	If there is nonperformance history, provide comment to include if it still an open issue.
Delinquent Contractor Report (not a link)	**INFORMS Navigation:** ***(do not use tiles)*** - and go to Menu (Top Right Corner)>Navigator>Finance/Supply Chain (FSCM)>Miami-Dade County>Account Receivable> Extensions>Delinquent Contractor RegFinal		☑ No	
Compliance Report and/or Workforce Violations (SBD)	Use dropdown menu and look for Prime's name, if not listed, take screen shot of list where firm's name would go alphabetically. If listed, include findings and consult with Management as to next steps.		☑ No	

Suspended Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☑ No	
Florida Suspended Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☑ No	
Florida Convicted Vendor List	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☑ No	
Scrutinized Companies - 287.135, FS	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☑ No	
Scrutinized Companies that Boycott Israel - 215.4725, FS	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☑ No	
		The following should be "YES" they were checked or "N/A"	
Were the following checked for the Supplier/Vendor:		**Check**	**Comments**
System for Award Management (SAM)	First, register your county email to gain access to search function. Search for Prime's name and include in screen capture.	☑ Yes	
Google Search	Google: Search should be "Vendor name, subsidiary, related company and affiliates name, etc" in quotes, and "Fraud" or "Contract Breach" or "Settlement" or "Judgment" or "Termination". For the vendor name, use the main portion of the name, i.e., for ABC, LLC use "ABC". Google Search example, "ABC" and "Fraud" or "Contract Breach" or "Settlement" or "Judgement" or "Termination"	☑ Yes	No relevant findings
Department of Justice	Look through the list for Prime's name, if not listed, take screen shot of list where firm's name would go alphabetically. If listed, include findings and consult with Management as to next steps.	☑ Yes	
OSHA Enforcement Inspections Checked	Per R-1181-18, applicable to the construction of certain improvements. For Design Build Projects. Otherwise, it is optional as needed.	☑ Yes ☐ N/A	
Litigation Reports: Public Access to Court Electronic Records (PACER), Westlaw and Lawsuits Alleging Discrimination	For Prime Consultant on PSAs/Design Builder only (by QA/QC Unit, Martha/Jocelyn)	☑ Yes	No relevant findings (by MF)

Prepared By: (insert name)	Roslyn Alic-Batson	Date: 11/1/2023	☐ ☑
Reviewed By: (insert Coordinator or Second Reviewer name)	Justin Espagnol	Date: 4/1/2024	☑

Note: Compliance Report is valid for a maximum of four (4) months from the "Reviewed by" Date shown above.

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

SetID MDC Bidder ID B000011463
Company Brooks + Scarpa Architects, Inc.

Company URL brooksscarpa.com

Bidder Status
- Active
- Inactive

Bidder Type
- Business
- Individual

Additional Information

Airport Concessionaire DBE (ACDBE)	No
Disadvantaged Business Enterprise (DBE)	No
Local Developing Business (LDB)	No
SBE Architectural & Engineering	No
SBE Construction	No
SBE Goods & Services	No
Veteran	No

Affidavit

SetID MDC Bidder ID B000011463

Company Brooks + Scarpa Architects, Inc.

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

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

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

Person Name: JEFFREY ERWIN HUBER Title: PRINCIPAL Date: 08/08/2022

Save I Affirm Return to Search

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

Detail by FEI/EIN Number

Foreign Profit Corporation
BROOKS + SCARPA ARCHITECTS, INC.

Filing Information

Document Number	F17000002444
FEI/EIN Number	01-0552842
Date Filed	05/26/2017
State	CA
Status	ACTIVE

Principal Address

1147 NE 7th Avenue
FT LAUDERDALE, FL 33304

Changed: 01/14/2020

Mailing Address

3929 W 139th Street
HAWTHORNE, CA 90250

Changed: 01/18/2019

Registered Agent Name & Address

HUBER, JEFF
1147 NE 7th Avenue
FT LAUDERDALE, FL 33304

Address Changed: 01/13/2021

Officer/Director Detail

Name & Address

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Brooks + Scarpa Architects, Inc.	Brooks + Scarpa Architects,	Open	02/26/2015		20 to 99	1	CA

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Moffatt & Nichol		Open	04/10/2008		500 to 999	25	AK, AL, CA, FL, GA, HI, LA, MA, MD, MS, NC, NY, SC, TX, VA, WA
Moffatt & Nichol		Open	10/26/2020		500 to 999	30	AK, AL, CA, FL, GA, HI, LA, MA, MD, NC, NY, TX, VA, WA
Moffatt & Nichol		Open	07/10/2012		10 to 19	2	VA

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
HP Consultants Inc.		Open	08/09/2022		5 to 9	1	FL

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Stearns Conrad & Schmidt Consulting Engineers		Open	05/26/2020		500 to 999	69	AL, AR, AZ, CA, CO, FL, GA, IA, ID, IL, KS, LA, MA, MD, MT, NC, NE, NH, NJ, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, VA, WA, WI
Stearns Conrad & Schmidt Consulting Engineers		Open	06/22/2007		500 to 999	42	AZ, CA, FL, GA, IA, KS, MD, ND, NJ, NY, OH, OR, PA, RI, SC, TX, VA, WA
Stearns Conrad & Schmidt Consulting Engineers		Terminated	10/10/2016	10/28/2020	500 to 999	65	AR, AZ, CA, CO, CT, FL, GA, IA, ID, IL, KS, MA, MD, MT, NC, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, VA, WA, WI

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Horton Lees Brogden Lighting Design		Open	05/04/2010		20 to 99	4	CA, MA, NY

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2413933

Approved by:

Employer Tom Graboski Associates, Inc.	
Name (Please Type or Print) Thomas W Graboski	**Title**
Signature Electronically Signed	**Date** 03/27/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/27/2024

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

E-Verify

Company ID Number: 421141

Approved by:

Employer Savino & Miller Design Studio	
Name (Please Type or Print) Adriana G Savino-Miller	**Title**
Signature Electronically Signed	**Date** 06/09/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/09/2011

E-Verify

My Company Account

My Company Profile

Company Information

Company Name
ODonnell & Naccarato, Inc.

Doing Business As (DBA) Name

Company ID
381297

Enrollment Date
Dec 28, 2010

Employer Identification Number (EIN)
222381252

Unique Entity Identifier (UEI)

DUNS Number
061215836

Total Number of Employees
20 to 99

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

E-Verify

My Company Account

My Company Profile

Company Information

Company Name
Louis J. Aguirre & Associates, P.A.

Doing Business As (DBA) Name

Company ID
1209819

Enrollment Date
Jun 27, 2017

Employer Identification Number (EIN)
650164013

Unique Entity Identifier (UEI)

DUNS Number
014512630

Total Number of Employees
20 to 99

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

E-Verify

My Company Account

My Company Profile

Company Information

Company Name
Longitude Surveyors, LLC.

Doing Business As (DBA) Name
Longitude Surveyors, LLC.

Company ID
937699

Enrollment Date
Jan 13, 2016

Employer Identification Number (EIN)
364551726

Unique Entity Identifier (UEI)

DUNS Number
182003140

Total Number of Employees
20 to 99

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

My Company Profile

Company Information

Company Name
Brizage, Inc

Doing Business As (DBA) Name

Company ID
1675913

Enrollment Date
Apr 23, 2021

Employer Identification Number (EIN)
821566105

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
5 to 9

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number:

Approved by:

Employer Urban Impacdt Lab	
Name (Please Type or Print) Irvans Augustin	**Title** Partner
Signature	**Date** 03/28/24
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	**Title**
Signature	**Date**

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2415847

Approved by:

Employer Dr. Paul George	
Name (Please Type or Print) Paul George	Title
Signature Electronically Signed	**Date** 03/29/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	**Date** 03/29/2024

PDF

A22PROS05
Pre-Award Due Dilig

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

Prime Firm: Brooks + Scarpa Architects, Inc. (FEIN: 010552842)
(PQC Expiration Date: 9/30/2024; Assigned TCs: 14.00, 18.00)

Sub Firm(s):

SAVINO & MILLER DESIGN STUDIO, P.A. (FEIN: 650412661)
(PQC Expiration Date: 8/31/2024; Assigned TCs: 20.00)

MOFFATT & NICHOL, INC. (FEIN: 951951343)
(PQC Expiration Date: 10/31/2024; Assigned TCs: 10.01, 16.00, 17.00)

O'Donnell & Naccarato, Inc. (FEIN: 222381252) Affiliated With: DOUGLAS WOOD ASSOCIATES, INC. (FEIN 650343713)
(PQC Expiration Date: 6/30/2024; Assigned TCs: 11.00, 17.00)

Louis J. Aguirre and Associates,PA (FEIN: 650164013)
(PQC Expiration Date: 9/30/2024; Assigned TCs: 12.00, 13.00, 17.00)

HP Consultants Inc. (FEIN: 270014034)
(PQC Expiration Date: 12/31/2023; Assigned TCs: 9.02)

LONGITUDE SURVEYORS LLC (FEIN: 364551726)
(PQC Expiration Date: 2/28/2024; Assigned TCs: 15.01, 15.03)

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. (FEIN: 540913440)
(PQC Expiration Date: 6/30/2024; Assigned TCs: 10.05, 10.06, 10.07)

Sponsorship verification from the Department of Business & Professional Regulation (DB Prime(s).
ARCHITECTURE

HOME CONTACT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	HUBER, JEFFREY ERWIN (Primary Name)
	BROOKS + SCARPA ARCHITECTS, INC. (DBA Name)
Main Address:	1147 NE 7TH AVE FORT LAUDERDALE Florida 33304
County:	BROWARD

License Information

License Type:	Architect
Rank:	Architect
License Number:	AR95504
Status:	Current,Active
Licensure Date:	10/08/2010
Expires:	02/28/2025

LANDSCAPE ARCHITECTURE

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	HUBER, JEFFREY ERWIN (Primary Name)
	BROOKS + SCARPA ARCHITECTS, INC. (DBA Name)
Main Address:	1147 NE 7TH AVE FORT LAUDERDALE Florida 33304
County:	BROWARD

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA6667547
Status:	Current,Active
Licensure Date:	05/19/2021
Expires:	11/30/2023

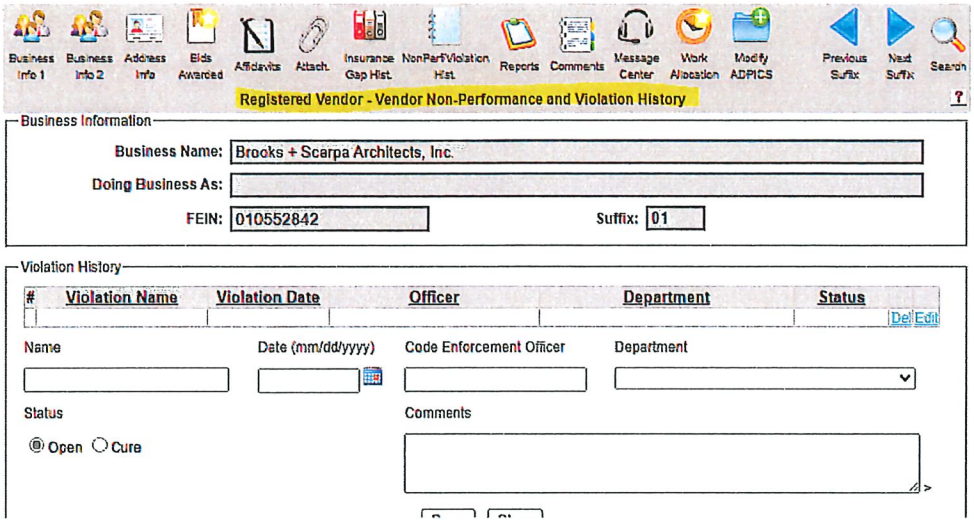
Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

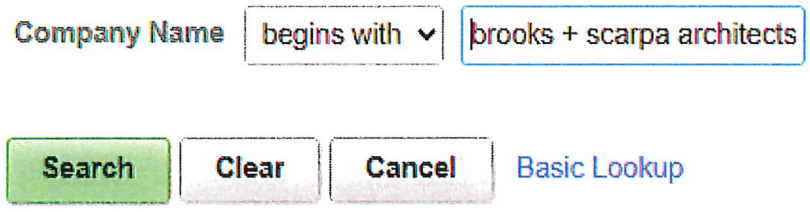
BMWS work history
for Brooks + Scarpa

According to BMWS, the firm doesn't have any work history inside the BMWS database.

Debarred Contractors List (Last update: October 2023)

MIAMI-DADE COUNTY





No matching values were found.

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

Firm Name: Brooks + scarpa architects

- Bonded Lightning Protec...
- BOSTIC STEEL INC
- Bowhead Construction LLC
- BrandSafway Solutions, L...
- BrightView Landscape De...
- Builcore, Inc.
- C & I Construction and D...
- C & W PIPELINE, INC.

Contractor search by Company name

Name	Type	Number	Status
BARRIOS ARTURO A	C	000019362	E
BORGES AWNINGS CORP	C	10BS00179	E
BORREGO'S AWNING INC	C	17BS00486	A
BREEZE AIR CONDITIONING INC	C	000017657	E
BROCK AIR COND (GARCIA & MC	C	000016986	I
BROOKS AND BROOKS PAINTING	C	04BS00758	E
BRUCE A ARCHER PAINTER	C	000008625	I
BURCK AIR CONDITIONING CORP	C	000013464	R

Types: C = contractor T = tradesman
Status: A = active R = restricted S = suspended

Suspended Vendor List

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

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

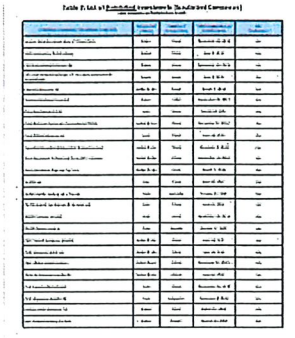
Updated 12/10/19

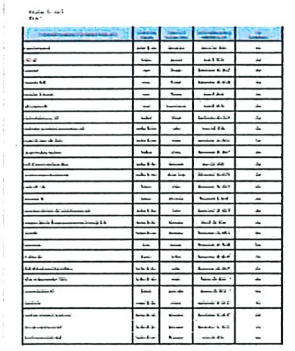
Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

Convicted Vendor List

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

There are currently no vendors on this list.





Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

Table 9: Scrutinized Companies that Boycott Israel

SAM.GOV

Home Search Data Bank Data Services Help

Search All Words e.g. 1606N020Q02

Select Domain
All Domains

No matches found
Your search did not return any results.

U.S. Department of JUSTICE

brooks + scarpa architects inc

Brooks + Scarpa Architects, Inc.
Pre-Award Due Diligence
Back up Materials

Establishment Search

Reflects inspection data through 10/30/2023

Use OSHA's Establishment search to search for OSHA enforcement inspections by the name of the Establishment. You industry using NAICS or SIC.

⚠ **Note**: Before using OSHA's Establishment search, please read important information below on how to interpret the

Search By:

Your search did not return any results.

Please enter an Establishment name, select an OSHA Office, or enter a Site Zip Code.

Establishment | Brooks + Scarpa Architects Inc

ATTACHMENT B

A&E Firm History Report

Vendor Profile: Contract Assignments

Help & Tools

Brooks + Scarpa Architects, Inc.

System Vendor Number: 20214688

Mark As Favorite

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

Refresh Table Reset Filters

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
All	All	All		All			

No contracts found. Select different filter criteria.

0 - 0 of 0 records displayed: Previous Page < Page 1 > Next Page

Records per page 20

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ATTACHMENT C

SBD Worksheet and Compliance Review

Small Business Development Division

Project Worksheet

Project/Contract Title:	**Professional Services Agreement for the Crandon Park Improvements Project**	**Received Date:** **Resubmittal Date:**	**10/11/2022** **11/08/2022** **12/13/2022**
Project/Contract No:	**A22-PROS-05**	**Funding Source:**	**CIIP**
Department:	**Parks, Recreation and Open Spaces**		
Estimated Cost of Project/Bid:	**$1,794,567.00**		
Description of Project/Bid:	**Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) seeks an architectural design service professional for full design services of the Crandon Improvements project. Consultant shall be responsible for the design, permitting and the implementation of the Crandon Park Master Plan. Improvement areas include the Children's Amusement Area; Concession Building; improvement to Cabana Road; removal of the existing sand drift wall south of the Central Allee and replacement of entire promenade and retaining wall; development of a signage package for building identification as required by code and areawide wayfinding that is in keeping with the Crandon Park Master Plan. Additionally, the consultant shall create a new grass mound at the present location of the traffic circle and create new access paths as necessary**		

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	SBE - A&E	25.00%

Reasons for Recommendation

This is the second resubmittal for this project to change the project's description. All other information remains the same.

SMALL BUSINESS ENTERPRISE- ARCHITECTURAL AND ENGINEERING (SBE-A&E)

SBD reviewed this project pursuant to Implementing Order 3-32 for SBE-A&E measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. These indicate that a 25.00% SBE-A&E Sub-Consultant Goal is appropriate for this contract in the following Technical Categories: TC 11.00 (General Structural Engineering) – 10.00%, TC 12.00 (General Mechanical Engineering) – 2.00%, TC 15.03 (Underground Utility Location) – 2.00%, TC 17.00 (Engineering Construction Management) – 2.00% and TC 20.00 (Landscape Architecture) – 9.00%.

MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINNERING, MDC-TCC 14 ARCHITECTURE, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 20 LANDSCAPE ARCHITECTURE, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 10-06 REMEDIAL ACTION PLAN DESIGN, MDC-TCC 10-07 REMEDIAL ACTION PLAN IMPLEMENTATION/ OPERATION/MAINTENANCE, MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-03 Underground Utility Location

Small Business Contract Measure Recommendation

Subtrade	Category
General Structural Engineering	SBE - A&E
General Mechanical Engineering	SBE - A&E
Underground Utility Location	SBE - A&E
Engineering Construction Management	SBE - A&E
Landscape Architecture	SBE - A&E

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

SBD Director

12-13-22
Date

MEMORANDUM

MIAMI-DADE COUNTY

DATE: April 21, 2023

TO: Namita Uppal, Director
Strategic Procurement Department

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

SUBJECT: Compliance Review
Project No. A22-PROS-05
Professional Service Agreement for the Crandon Park Improvements Project.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise-Architectural and Engineering (SBE-A&E) Program. The contract measure established for this project is a 25.00% SBE-A&E sub-consultant goal.

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

	FIRM:	STATUS:
1.	BEA Architects, Inc.	Compliant
2.	Brooks + Scarpa Architects, Inc.	Compliant
3.	M.C. Harry & Associates, Inc.	Compliant
4.	Mobio Architecture, Inc.	Compliant
5.	RE Chisholm Architects, Inc.	Compliant
6.	Wolfberg Alvarez and Partners	Non-compliant

SUMMARY:

1. BEA Architects, Inc. a non-certified SBE-A&E firm, submitted a Utilization Plan (UP) committing to utilize the following certified SBE-A&E firms: Conemco Engineering, Inc. to perform Technical Category (TC) 11.00 (General Structural Engineering) at 10.00%, Gartek Engineering Corporation to perform TCs 12.00 (General Mechanical Engineering) and 13.00 (General Electrical Engineering) at 15.00% and Premiere Design Solutions, Inc, to perform TCs 10.01 (Environmental Engineering – Stormwater Drainage Design Engineering Services), 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Surveying and Mapping - Underground Utility Location), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 10.00% for a total of 35.00%. Each SBE–A&E certified sub-consultant confirmed their participation via the BMWS in agreement with the measure.

BEA Architects, Inc. has satisfied the contract's 25.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

2. Brooks + Scarpa Architects, Inc., a non-certified SBE-A&E firm, submitted a Utilization Plan (UP) committing to utilize the following certified SBE-A&E firms: HP Consultants, Inc. to perform TC 9.02 (Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services) at 3.00%, Longitude Surveyors, LLC to perform TCs 15.01 (Surveying and Mapping - Land Surveying) and 15.03 (Surveying and Mapping - Underground Utility Location) at 3.00%, Louis J. Aguirre & Associates, P.A. to perform TCs 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering) and 17.00 (Engineering Construction Management) at 5.00% and Savino & Miller Design Studio PA to perform TC 20.00 (Landscape Architecture) at 17.00% for a total of 28.00%. Each SBE–A&E certified sub-consultant confirmed their participation via the BMWS in agreement with the measure.

Brooks + Scarpa Architects, Inc. has satisfied the contract's 25.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

3. M.C. Harry & Associates, Inc., a non-certified SBE-A&E firm, submitted a Utilization Plan (UP) committing to utilize the following certified SBE-A&E firms: A.D.A. Engineering, Inc. to perform TCs 10.01 (Environmental Engineering – Stormwater Drainage Design Engineering Services), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 8.00%, Fraga Engineers, LLC to perform TCs 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering) and 17.00 (Engineering Construction Management) at 8.00%, J. Bonfill & Associates, Inc. to perform TCs 15.01 (Surveying and Mapping - Land Surveying) and 15.03 (Surveying and Mapping - Underground Utility Location) at 1.00% and Laura Llerena and Associates, Inc. to perform TC 20.00 (Landscape Architecture) at 8.00% for a total of 25.00%. Each SBE–A&E certified sub-consultant confirmed their participation via the BMWS in agreement with the measure.

M.C. Harry & Associates, Inc, Inc. has satisfied the contract's 25.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

4. Mobio Architecture, Inc., a certified SBE-A&E firm submitted a Utilization Plan (UP) committing to perform TCs 14.00 (Architecture) and 18.00 (Architectural Construction Management) at 25.00% and to utilize the following certified SBE-A&E firms: Gartek Engineering Corporation to perform TC 12.00 (General Mechanical Engineering) at 5.00% and Hammond & Associates, Inc. to perform TC 13.00 (General Electrical Engineering) at 5.00% for a total of 35.00%. The SBE–A&E certified consultant and sub-consultants confirmed their participation via the BMWS in agreement with the measure.

Mobio Architecture, Inc. has satisfied the contract's 25.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

5. RE Chisholm Architects, Inc., a certified SBE-A&E firm submitted a Utilization Plan (UP) committing to perform TCs 14.00 (Architecture) and 18.00 (Architectural Construction Management) at 8.00% and to utilize the following certified SBE-A&E firms: GSLA Design, Inc. to perform TC 20.00 (Landscape Architecture) at 8.00% and Hammond & Associates, Inc. to perform TCs 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering) and 17.00 (Engineering Construction Management) at 18.00% for a total of 76.00%. The SBE–A&E certified consultant and sub-consultants confirmed their participation via the BMWS in agreement with the measure.

RE Chisholm Architects, Inc. has satisfied the contract's 14.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

6. Wolfberg Alvarez and Partners, a non-certified SBE-A&E firm confirmed via email on April 18, 2023 that they are withdrawing from this solicitation and will not be submitting the required Utilization Plan. As stipulated on Section IX.A.1.b of I.O. 3-32, the Implementing Order for the SBE-A&E Program: "Respondents who fail to submit the required Certificate of Assurance at the time of proposal submission or a Utilization Plan upon request within the time frame specified by SBD shall be considered non-compliant".

As such, Wolfberg Alvarez and Partners has been found Non-compliant with the overall Small Business measures established for this contract.

SBD has verified that none of the aforementioned firms is listed on the *Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years* with an open violation. Please be reminded that SBD's review is specific to the SBE-A&E Program. 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 call Jhonnatan Escalante, Capital Improvement Project Analyst, at (305) 375-3192.

C: Laurie Johnson, SBD
Justin Espagnol, SPD

ATTACHMENT D

Negotiation Authorization, List Respondents and Tabulation Sheets

Memorandum

MIAMI-DADE COUNTY

Date: November 27, 2023

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

Through: Jessica Tyrrell, MBA, CPPB
Division Director, Acquisition & Sourcing
Strategic Procurement Department

From: Justin Espagnol
Competitive Selection Committee Coordinator

Subject: Report Of Competitive Selection Committee Parks Recreation and Open Spaces (PROS)
Project Title: Crandon Park Improvements Project
SPD Project No. A22-PROS-05 ESP
Informs ID No. EVN0000344

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

Scope of Services Summary: The scope includes full design, permitting, and implementation of the Crandon Park Master Plan. Improvement areas include: the Children's Amusement Area; Concession Building; Improvement to Cabana Road; removal of the existing sand drift wall south of the Central Allee and replacement of entire promenade and retaining wall; development of a signage package for building identification as required by code and areawide wayfinding.

Preferred Experience and Qualifications: The Prime Consultant, through full-time personnel, is preferred to demonstrate five (5) years of experience as the prime consultant on similar projects that are comparable to the Project Scope of Services for this project. It is preferred that (3) similar type projects were completed within the last ten (10) years.

Contract Terms: The County intends to retain one (1) qualified consultant/team for one (1) non-exclusive Professional Services Agreement with an effective term of 1825 Calendar Days, excluding one year warranty administration period.

Small Business Enterprise Goal: On December 13, 2022, the Office of Small Business Development established a 25% Small Business Enterprise – Architectural and Engineering Goal for this project.

Advertisement Date: January 25, 2023

Number of Proposal(s) Received: Eight (8) proposals were received by the submittal deadline of March 27, 2023.

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

Strategic Procurement Department Compliance Review: The proposals submitted by CSA Central, Inc. and Haskell Company did not meet the prequalification/tec requirements pursuant to the NTPC and were found non-compliant. Conseque

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
2:27:20 PM, 12/13/2023
CLERK OF THE BOARD

from CSA Central, Inc. and Haskell Company were not evaluated by the Competitive Selection Committee.

Small Business Enterprise Compliance Review: All compliant proposals that met the prequalification/technical certification requirements were submitted for review on April 6, 2023. The proposal submitted by Wolfberg Alvarez and Partners was found non-compliant with the Small Business Enterprise – Architectural and Engineering (SBE – A/E) Program. Consequently, the proposal from Wolfberg Alvarez and Partners was not evaluated by the Competitive Selection Committee. Please refer to the attached Compliance Review Memorandum dated April 21, 2023.

Office of the Commission Auditor (OCA) Background Checks: SPD submitted Committee member's completed Neutrality Affidavits and Resumes to OCA on May 2, 2023. A response was received on May 16, 2023. OCA submitted the results of the background checks to the COE for further review of findings. An amended response was received from COE regarding findings on June 13, 2023.

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

SPD submitted a request to OIG on April 6, 2023. A response was received on April 7, 2023. The information was disseminated to the Competitive Selection Committee on June 20, 2023.

SPD submitted a request to COE on April 6th, 2023. A response was received on April 27, 2023. The information was disseminated to the Competitive Selection Committee on June 20, 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.

First Tier Results: The First Tier meeting was held on July 11, 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, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

The Competitive Selection Committee, elected by majority vote, to invite the four (4) highest ranked proposers to advance to the Second Tier phase.

Second Tier Results: The originally scheduled Second Tier meeting was postponed by 47 days due to not having all CSC members present. The Second Tier meeting was held on September 12,

2023. The highest ranked firm, Brooks + Scarpa, Inc, was recommended for negotiations by the Competitive Selection Committee. Please refer to the attached Second Tier Tabulation Sheet.

Special Circumstances: This project's original submittal deadline was extended by 28 days upon request from interested proposers.

Administrative Leave Eligibility:
The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification dated April 10, 2023 initial scoring within 30 days of Selection Committee Coordinator's completion of required reviews; and final scoring at any additional meetings required within 15 days of initial scoring meeting, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

Employee's Name	Employee's Department
Joe Cornely	Parks, Recreation and Open Spaces
Alexandra Davis	Parks, Recreation and Open Spaces
Jose Posada	Seaport
Lokhman Kamaruddin	Aviation

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:

Justin Espagnol, A&E Consultant Selection Coordinator, SPD, will be the Negotiation Committee Coordinator.

Negotiation Committee:
Joe Cornely, Assistant Director, Parks, Recreation and Open Spaces
Alexandra Davis, Park Planner 2, Parks, Recreation and Open Spaces
Lokhman Kamaruddin, Construction Manager 2, Miami-Dade County Aviation Department

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

RANKING OF SHORTLISTED FIRMS

Brooks + Scarpa, Inc.
Final Ranking – 1
Total Ordinal Score – 6
Total Qualitative Points – 477

The following firms will serve as alternates:

BEA Architects, Inc
Final Ranking – 2
Total Ordinal Score – 11

Total Qualitative Points – 450

M C Harry & Associates, Inc.
Final Ranking – 3
Total Ordinal Score – 15
Total Qualitative Points – 437

Mobio Architects, Inc.
Final Ranking – 4
Total Ordinal Score – 18
Total Qualitative Points – 394

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:

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2023.12.13 12:38:08 -05'00'

Namita Uppal
Director and Chief Procurement Officer

Date

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

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

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Crandon Park Improvements Project
Project No.: A22-PROS-05
Measures: 25.00% SBE - A/E
No. of Agreements: 1
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 03/27/2023

Team No.: 1 **Prime Local Preference:** Yes
Prime Name: CSA CENTRAL INC **FEIN No.:** 311446286
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. TOM GRABOSKI ASSOCIATES INC	TGA DESIGN	592019310
b. LANDSCAPE DE LLC		455029273
c. WILLIAM LANE ARCHITECT INC		650934830
d. CYRIACKS ENVIRONMENTAL CONSULTING SERVICES INC	CECOS	900106680
e. HP CONSULTANTS INC		270014034
f. JAVIER BIDOT & ASSOCIATES PSC CORP		660574915
g. ACCESS RECREATION GROUP LLC		061679940

Team No.: 2 **Prime Local Preference:** Yes
Prime Name: WOLFBERG ALVAREZ & PARTNERS INC **FEIN No.:** 591713092
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. NV5 INC		271979486
b. KIMLEY-HORN & ASSOCIATES INC		560885615
c. SGM ENGINEERING INC		593101052
d. J BONFILL & ASSOCIATES INC		650133546
e. SEQUIL SYSTEMS INC		611429151

Team No.: 3 **Prime Local Preference:** Yes
Prime Name: M C HARRY & ASSOCIATES INC **FEIN No.:** 592281430
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. FRAGA ENGINEERS, LLC		204038436
b. A D A ENGINEERING INC		592064498
c. J BONFILL & ASSOCIATES INC		650133546
d. LAURA LLERENA & ASSOCIATES INC		591983295
e. TERRACON CONSULTANTS INC		421249917
f. O'Donnell & Naccarato, Inc.	Wood/O'Donnell & Naccarato	421249918
g. LABOZAN ASSOCIATES INC		261984415
h. ENERGY COST SOLUTIONS GROUP LLC		271078274

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Crandon Park Improvements Project
Project No.: A22-PROS-05
Measures: 25.00% SBE - A/E
No. of Agreements: 1
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 03/27/2023

Team No.: 4
Prime Local Preference: Yes
Prime Name: HASKELL COMPANY
FEIN No.: 592387450
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	SCAPE LANDSCAPE ARCHITECTURE DPC INC		814252394
b.	CURTIS & ROGERS DESIGN STUDIO INC		650294753
c.	CUMMINS CEDERBERG INC		272129033
d.	BND ENGINEERS INC		650421519
e.	BISCAYNE ENGINEERING CO INC		590165220
f.	GEOSOL INC		650997886

Team No.: 5
Prime Local Preference: Yes
Prime Name: R E CHISHOLM ARCHITECTS INC
FEIN No.: 650131871
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	HAMMOND & ASSOCIATES INC		650083957
b.	EXP US SERVICES INC		460523964
c.	GSLA DESIGN INC.		650410637
d.	KEITH & ASSOCIATES INC		650806421
e.	PROFESSIONAL SERVICE INDUST INC (PSI)		370962090
f.	PROGRAM CONTROLS INC		043640855
g.	TOM GRABOSKI ASSOCIATES INC	TGA DESIGN	592019310

Team No.: 6
Prime Local Preference: Yes
Prime Name: BEA ARCHITECTS INC
FEIN No.: 651020158
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	GARTEK ENGINEERING CORPORATION		592032388
b.	PREMIERE DESIGN SOLUTIONS INC		260571068
c.	CONEMCO ENGINEERING, INC	CONEMCO CONSULTANTS	262216389
d.	WGI INC		650271367
e.	TERRACON CONSULTANTS INC		421249917
f.	SEQUIL SYSTEMS INC		611429151

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Crandon Park Improvements Project
Project No.: A22-PROS-05
Measures: 25.00% SBE - A/E
No. of Agreements: 1
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 03/27/2023

Team No.: 7
Prime Local Preference: Yes
Prime Name: MOBIO ARCHITECTURE INC
FEIN No.: 300793220
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	GSLA DESIGN INC.		650410637
b.	MILLER LEGG & ASSOCIATES INC		650563467
c.	BLISS & NYITRAY INC		591203311
d.	GARTEK ENGINEERING CORPORATION		592032388
e.	HAMMOND & ASSOCIATES INC		650083957
f.	WSP USA INC		111531569
g.	BOSCH GROUP INC		650965282
h.	WSP USA ENVIRONMENT & INFRASTRUCTURE INC.		911641772

Team No.: 8
Prime Local Preference: No
Prime Name: Brooks + Scarpa Architects, Inc.
FEIN No.: 010552842
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	SAVINO & MILLER DESIGN STUDIO PA		650412661
b.	MOFFATT & NICHOL INC		951951343
c.	O'Donnell & Naccarato, Inc.	Wood/O'Donnell & Naccarato	222381252
d.	LOUIS J AGUIRRE & ASSOCIATES PA		650164013
e.	HP CONSULTANTS INC		270014034
f.	LONGITUDE SURVEYORS LLC		364551726
g.	STEARNS CONRAD & SCHMIDT CONSULTING ENGINEERING INC	SCS TRACER ENVIRONMENTAL	540913440
h.	BRIZAGA, INC.		821566105
i.	TOM GRABOSKI ASSOCIATES INC	TGA DESIGN	592019310
j.	HORTON LEES BROGDEN LIGHTING INC		132671278
k.	URBAN IMPACT LAB INC		463597888
l.	DR PAUL S GEORGE		INDIVIDUAL

FIRST TIER MEETING
Tuesday, July 11th 2023

Parks, Recreation and Open Spaces Department (PROS)
Crandon Park Improvements Project

TABULATION SHEET
SPD PROJECT NO. A22-PROS-05

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Joe Cornely, PROS	Alexandra Davis, PROS	Jose Posada, SEA	Lokhman Kamaruddin, MDAD	Carol Wilson, DTPW	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
1	CSA CENTRAL, INC. (LOCAL) ELIMINATED										
2	WOLFBERG ALVAREZ & PARTNERS, INC. (LOCAL) ELIMINATED										
3	M C HARRY & ASSOCIATES, INC. (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	40	49	47	45	221				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	16	18	19	14	82				
	3A - Past Performance of the Firms (Max. 20 points)	20	17	20	18	15	90				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	4	2	3	14				
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	4	5	22				
		83	79	95	90	82		429			
	Ordinal Scores	2	3	4	5	1					
	Dropped Ordinal Scores				5	1			9	3	2
	Dropped Qualitative Scores		79	95				255			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
4	HASKELL COMPANY (LOCAL) ELIMINATED										
5	R E CHISHOLM ARCHITECTS, INC. (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	40	50	47	46	223				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	18	19	19	13	89				
	3A - Past Performance of the Firms (Max. 20 points)	11	13	19	19	15	77				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	2	3	1	1	11				
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	5	5	5	23				
		78	78	96	91	80		423			
	Ordinal Scores	4	4	2	4	3					
	Dropped Ordinal Scores			2	4				11	5	5
	Dropped Qualitative Scores		78	96				249			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FIRST TIER MEETING
Tuesday, July 11th 2023
Parks, Recreation and Open Spaces Department (PROS)
Crandon Park Improvements Project

TABULATION SHEET
SPD PROJECT NO. A22-PROS-05

		COMPETITIVE SELECTION COMMITTEE									
		Joe Comely, PROS	Alexandra Davis, PROS	Jose Posada, SEA	Lokhman Kamaruddin, MDAD	Carol Wilson, DTPW	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
6	BEA ARCHITECTS, INC. (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	36	48	50	47	44	225				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	19	19	19	14	86				
	3A - Past Performance of the Firms (Max. 20 points)	12	18	20	18	14	82				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	4	4	2	19				
	5A - Ability of team members to interface with the County (Max 5 points)	1	4	5	5	5	20				
		69	93	98	93	79		432			
	Ordinal Scores	5	1	1	2	4					
	Dropped Ordinal Scores	5	1						7	2	1
	Dropped Qualitative Scores	69		98				265			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
7	MOBIO ARCHITECTS, INC. (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	37	40	48	47	42	214				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	15	20	19	14	88				
	3A - Past Performance of the Firms (Max. 20 points)	20	14	18	18	13	83				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	5	3	3	20				
	5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	5	5	23				
		87	76	96	92	77		428			
	Ordinal Scores	1	5	3	3	5					
	Dropped Ordinal Scores	1	5						11	4	3
	Dropped Qualitative Scores		76	96				256			
	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										
8	BROOKS + SCARPA ARCHITECTS, INC. (NON-LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	37	48	47	47	44	223				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	18	20	19	15	91				
	3A - Past Performance of the Firms (Max. 20 points)	17	18	17	19	14	85				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	5	5	4	23				
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	4	5	5	21				
		81	92	93	95	82		443			
	Ordinal Scores	3	2	5	1	2					
	Dropped Ordinal Scores			5	1				7	1	4
	Dropped Qualitative Scores	81			95			267			
	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										
	Coordinator: Justin Espagnol										

SECOND-TIER MEETING
September 12, 2023

Parks, Recreation and Open Spaces Department

Crandon Park Improvements Project

TABULATION SHEET
SPD PROJECT NO. A22-PROS-05

	NAME OF FIRM(S)	COMMITTEE MEMBERS: Joe Cornely, PROS	Alexandra Davis, PROS	Carol Wilson, DTPW	Jose Posada, Seaport	Lokhman Kamaruddin, MDAD	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	LOCAL PREFERENCE RANGE	FINAL RANK
1	BROOKS + SCARPA, INC. (NON-LOCAL)														
	1B - Knowledge of Project Scope (50 points)	49	48	45	49	48	239	48	32	64					
	2B - Qualifications of team members assigned to the project (40 points)	38	39	38	39	38	192	38	26	51				501	
	3B - Ability to provide required services within schedule and budget (10 points)	9	8	10	10	9	46	9	6	12				453	
		96	95	93	98	95	477				477				
	ORDINAL SCORES	1	1	1	2	1	6					6	1		1
	Tie-Breaker (CSC Ords)Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B														
	Tie-Breaker (Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B														
2	MOBIO ARCHITECTS, INC. (LOCAL)														
	1B - Knowledge of Project Scope (50 points)	30	30	46	40	40	186	37	25	49					
	2B - Qualifications of team members assigned to the project (40 points)	36	35	35	32	30	168	34	23	45				414	
	3B - Ability to provide required services within schedule and budget (10 points)	7	8	10	7	8	40	8	5	11				374	
		73	73	91	79	78	394				394				
	ORDINAL SCORES	4	4	2	4	4	18					18	4		4
	Tie-Breaker (CSC Ords)Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B														
	Tie-Breaker (Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B														
3	M C HARRY & ASSOCIATES, INC. (LOCAL)														
	1B - Knowledge of Project Scope (50 points)	41	46	40	48	41	216	43	29	57					
	2B - Qualifications of team members assigned to the project (40 points)	37	37	35	37	30	176	35	24	47				459	
	3B - Ability to provide required services within schedule and budget (10 points)	9	8	10	10	8	45	9	6	12				415	
		87	91	85	95	79	437				437				
	ORDINAL SCORES	3	2	4	3	3	15					15	3		3
	Tie-Breaker (CSC Ords)Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B														
	Tie-Breaker (Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B														
4	BEA ARCHITECTS, INC. (LOCAL)														
	1B - Knowledge of Project Scope (50 points)	43	45	42	50	42	222	44	30	59					
	2B - Qualifications of team members assigned to the project (40 points)	37	36	38	40	32	183	37	25	49				473	
	3B - Ability to provide required services within schedule and budget (10 points)	9	8	10	10	8	45	9	6	12				428	
		89	89	90	100	82	450				450				
	ORDINAL SCORES	2	3	3	1	2	11					11	2		2
	Tie-Breaker (CSC Ords)Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B														
	Tie-Breaker (Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B														

Justin Espagnol, Coordinator, ISD

ATTACHMENT E

FY2023-24 Adopted Budget Book Page(s)

COUNTRY VILLAGE PARK

PROGRAM #: 938840

DESCRIPTION: Construct park improvements including athletic fields, courts and pedestrian circulation
LOCATION: 6550 NW 188 Terr
Unincorporated Miami-Dade County
District Located: 1
District(s) Served: 1,2,13

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
BBC GOB Financing	1,408	90	0	0	0	0	0	0	1,498
TOTAL REVENUES:	1,408	90	0	0	0	0	0	0	1,498
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	1,344	90	0	0	0	0	0	0	1,434
Planning and Design	64	0	0	0	0	0	0	0	64
TOTAL EXPENDITURES:	1,408	90	0	0	0	0	0	0	1,498

CRANDON PARK

PROGRAM #: 939060

DESCRIPTION: Provide park improvements to include master plan requirements, various building and tennis center renovations, cart pathway improvements, landscaping, vehicle and pedestrian circulation, beach and amusement areas, natural area restoration, utilities and marina enhancements
LOCATION: 4000 Crandon Blvd
Unincorporated Miami-Dade County
District Located: 7
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
BBC GOB Financing	13,940	354	300	800	2,000	5,606	0	0	23,000
Future Financing	0	0	0	0	0	4,700	11,500	39,482	55,682
PROS Departmental Trust Fund	3,611	0	0	0	0	0	0	0	3,611
TOTAL REVENUES:	17,551	354	300	800	2,000	10,306	11,500	39,482	82,293
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	15,087	54	525	1,675	2,125	10,306	11,500	39,482	80,754
Planning and Design	739	400	400	0	0	0	0	0	1,539
TOTAL EXPENDITURES:	15,826	454	925	1,675	2,125	10,306	11,500	39,482	82,293

ATTACHMENT F

Professional Services Agreement
Contract No. 422801-18-005
Project No. A22-PROS-05
Brooks + Scarpa Architects, Inc.

PROFESSIONAL SERVICE AGREEMENT
MIAMI DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT PROFESSIONAL SERVICES FOR THE CRANDON PARK IMPROVEMENTS PROJECT

WHEREAS, The County has selected Brooks + Scarpa Architects, Inc. in accordance with Section 287.055, Florida Statutes (Consultant's Competitive Negotiation Act) and in accordance with Section 2-10.4, Code of Miami-Dade County and

WHEREAS, this Agreement has been entered into this _____ day of 2024 in the year two thousand and twenty four (effective date of Agreement), BY AND BETWEEN 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" or "Owner" and _____, hereinafter called the "Consultant", for the following Project:

PROS Full Services Professional Service Agreement For Crandon Park Improvements Project Project No. A22-PROS-05 Contract No. 422801-18-005

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with Contract No. 422801-18-005 as more specifically described in Section II – PROFESSIONAL SERVICES of this Agreement, hereinafter referred to as the "PROJECT".

The County and the Consultant agree as follows:

ARTICLE 1 – DEFINITIONS

1.01) **BASIC SERVICES:** Those professional services defined in Article 2.01.

1.02) **ADDITIONAL SERVICES:** Those professional services defined in Article 2.02.

1.03) **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the Owner.

1.04) **CONSULTANT:** The Architect/Engineer who has entered into a contract with the Owner to provide professional services under this Agreement. The Consultant shall act as the Owner's representative during the Construction Phase of the project, inclusive of the Warranty Phase.

1.05) **CONTRACTOR:** The firm who has entered into a Contract with the Owner for the construction of County facilities.

1.06) **OWNER:** Miami-Dade County, a political subdivision of the State of Florida. *The terms* "Miami Dade County, "MDC", "OWNER", and "County" may be used interchangeably and shall have the same meaning.

1.07) **PROJECT:** The design, construction and all services and incidentals associated with the scope of work as intended and budgeted by the Owner; and listed in this Agreement or an executed Service Order issued by the Owner.

1.08) **PROFESSIONAL SERVICES AGREEMENT:** (PSA) Synonymous and interchangeably referred to as the "contract", the "PSA", or the "Agreement".

1.09) **SERVICE ORDER:** A document issued by the OWNER to the CONSULTANT authorizing the performance of specific professional services, stating the scope of the work, the time for completion and amount of the fee authorized for such services. In case of emergency, the OWNER reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

1.10) **USING AGENCY:** Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department hereinafter referred to as PROS and/or the "Department". The Department's Director or his/her designee is also authorized to act on behalf of the OWNER on all matters pertaining to this Agreement.

1.11) **SCOPE OF WORK:** Planning, architectural, engineering, and landscape architecture design, environmental assessment/engineering, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections and construction management services for full design services of the Crandon Park Improvements project. Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) seeks an architectural design service professional for full design services of the Crandon Improvements project. Consultant shall be responsible for the design, permitting, and implementation of the Crandon Park Master Plan. Improvement areas include: the Children's Amusement Area; Concession Building; improvement to Cabana Road; removal of the existing sand drift wall south of the Central Allee and replacement of entire promenade and retaining wall; development of a signage package for building identification as required by code and areawide wayfinding that is in keeping with the Crandon Park Master Plan. Additionally, the consultant shall create a new grass mound at the present location of the traffic circle and create new access paths as necessary. The mound is to have a telescope and access ramp for accessibility. The road around the existing mound will have to be reconfigured and narrowed to 8' to 10' for pedestrian use only. The Consultant shall incorporate resiliency and sustainable development best practices building measures into the design (where applicable), including but not limited to LEED Silver

Certification, LEED SITES Certification, and Envision Certification. The Scope also includes presenting to the Crandon Advisory Board, (inclusive of all presentations and formal submittals required), assist during the Bidding and Award of the Construction Contract, Construction Administration and addressing project site flooding issues per the Sea Level Rise Flood Mitigation Study relative to Crandon Park dated May 2020.

1.12) SUB CONSULTANT: A person or organization which is properly registered or certified as a professional Architect, Engineer, Landscape Architect, Land Surveyor or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the CONSULTANT to furnish professional services for the scope of work described under Article 1.11.

1.13) STANDARD OF CARE: Performance of the CONSULTANT demonstrating a level of skill, care, diligence and sound architectural and engineering practice in the execution of all work assigned in this agreement.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

2.0 Upon receipt of authorization to proceed from PROS, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Service Order. The standard of care applicable to CONSULTANT 's services shall be the degree of care and skill ordinarily exercised by CONSULTANT s performing the same or similar services in the same locality at the time the services are provided. Said services may include but shall not necessarily be limited to the services described throughout the Agreement.

The CONSULTANT agrees that the quality of the work performed by the CONSULTANT and by all SUBCONSULTANT'S shall be in accordance with the standards customarily provided by an experienced and competent professional architecture and engineering organization rendering the same or similar services.

The CONSULTANT agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS. The CONSULTANT agrees to provide employees performing work under this Agreement with health care benefits.

2.01 BASIC SERVICES: The following services are hereinafter referred to as "Basic Services". For each Service Order assigned, the Consultant shall provide complete professional architectural and engineering services, including all civil engineering, structural engineering, architectural, mechanical/plumbing engineering, electrical engineering, landscape design, and any other necessary professional services as required to complete the Project scope.

The Owner expects the Consultant to adhere to and be committed to the principles of building a healthier, more vibrant and livable community through the implementation of the Parks and Open Spaces Master Plan(http://www.miamidade.gov/parksmasterplan/home.asp) The Consultant must share the Owners goal of achieving a cost effective and aesthetically satisfying experience for all park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person, the experience and the various elements of the park are thoughtfully considered to yield an excellent design that is based on the Park Architecture Structure and Landscape Pattern Book (http://www.miamidade.gov/parks/library/park-pattern-book.pdf).

The Basic Services shall include all costs associated with providing full professional services based on the construction delivery method.

The drawings shall be produced by Computer Aided Design (CADD) in a version acceptable by the Owner as described in Article 2.01.5.13.

The Consultant shall be familiar with the local codes, ordinances, LEED Certification requirements and Implementing Order relating to sustainability; as described in Article 8.09,N.

The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend.

When a set of documents is referred to hereunder, it shall mean a bound set of all documents which are 24" X 36", or smaller if approved by the Owner.

The Consultant shall provide all necessary coordination and review of the analysis to comply with Ordinance 94-73 – Value Analysis and Life Cycle Costing as part of his Basic Services. The Consultant shall incorporate all Owner approved Value Analysis and Life Cycle Costing recommendations at the end of the Design Development Phase as part of their Basic Services.

Basic Services shall also include three (3) meetings/presentations with the representatives from Art in Public Places and forty (40) hours for coordination with the selected artist to comply with Ordinance No. 73-77 – Art in Public Places (See Article 8.09.G.)

The Basic Services shall also include obtaining the LEED Silver Certificate (at a minimum) and conform to Miami-Dade County's Sustainable Buildings Program, Implementing Order No. I.O. 8-8 and Florida Statutes.

The Basic Services shall also include evaluating the latest studies/projections and potential impacts of sea level rise and including design solutions that conform to the intent of the County's Resiliency Program (Ordinance 14-79 and Resolution R-451-14) to ensure that the projects (and their infrastructure) will function properly and safely for fifty (50) years or the projected useful life of the project, whichever is greater.

2.01)A. Phase I - Programming:

2.01.A.1) Upon receipt of an authorization to proceed from the Owner, the Consultant and their Sub-Consultants shall visit the site to verify all existing conditions. The Consultant shall be responsible to document the existing conditions in a digital format (photographs, video, etc.). The Consultant and their Sub-Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required to verify the adequacy and conditions of existing systems; utilities; etc.; on which the design intent is based. The Consultant shall timely indicate/recommend to the Owner what (if any) additional testing and/or verification process (es) is/are needed to reasonably determine that the existing conditions (i.e. electrical; mechanical; plumbing; structural systems; and others) can be relied upon for the successful completion of the scope of the work. The Consultant shall prepare and present the Design Program Document for approval by the Owner. The Owner shall review the document for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The Programming submittal must include Design Program Documents, a Project Development Schedule and a Statement of Probable Construction Costs as defined below:

2.01.A.1.A) The Consultant shall confer with representatives of the Owner to prepare and establish a Design Program Document consisting of a programmatic design concept and detailed textual discussion listing all functions and spaces, together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. The Park, the project location within the Park and the Owner's design principals must be taken into consideration when developing the Programming Document. The Consultant must consider the principles of building a healthier, more vibrant and livable community when developing the Programming Document. The Consultant shall demonstrate discuss how the goal of achieving a cost effective and aesthetically satisfying experience for all park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person, the experience and the various elements of the park were implemented. This task

must also address the extent to which development actions affect current operations and revenue.

2.01.A.1.B) Provide a detailed development schedule that shows the planned completion date of each phase of the project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies; as well as significant milestones. The Consultant shall be held responsible for adhering to the approved Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Article 8.04.C).

2.01.A.1.C) Provide a Statement of Probable Construction Costs that includes a summary evaluation of the estimated cost of all buildings and infrastructure, including fixed equipment, site improvements, construction contingency allowance, movable equipment (if any), utility service extensions or upgrades. The evaluation shall consist of a brief description of the basis for estimated costs, and how project costs can be adjusted to conform to construction budgets, regulatory review and bid schedules. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 48 Divisions. Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Article 8.09.B).

2.01.A.1.C.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on

methods to enable construction to be completed within the funds available.

2.01.A.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

2.01)B Phase II - Schematic Design:

2.01.B.1) Upon receipt of an authorization to proceed from the Owner and based on the owner-approved Programming Document, the Consultant shall prepare and present the Design Concept and Schematic Documents for approval by the Owner. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The submittal must include Schematic Design Studies, a three-D digital model, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below:

2.01.B.1.A) The Schematic Design Studies shall consist of site plans, floor plans, elevations, sections and all other elements required to show the scale, relationship of the components and context within the Park. Site plans shall include a zoning analysis and identification of any special archeological, historic, site or environmental requirements affecting the site.

2.01.B.1.B) A three-D digital rendering or sketch shall be provided to further show the design concept. Studies shall include a general description of the major components (civil, structural, mechanical and electrical systems) of the Project.

2.01.B.1.C) The Consultant shall submit an updated Project Development Schedule showing the planned completion date of each of the remaining phases of the Project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and

contingencies. The Consultant shall be held directly responsible for adhering to the Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Articles 8.04.C).

2.01.B.1.C.1) Each time any portion, phase or milestone of the Project Development Schedule is not met through no fault of the Owner, and/or a required submittal is incomplete the Consultant must submit an Updated Project Development Schedule in accordance with the requirements of 2.01.B.1.C above within seven (7) calendar days. Said Development Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and Consultants detailed plan of action for recovering lost time. The Owner must approve all updated Project Development Schedules.

2.01.B.1.D) The consultant shall submit an updated Statement of Probable Construction Costs consisting of a detailed breakdown of the estimated cost of the building(s), including fixed equipment, site improvements, professional fees, construction contingency allowance, movable equipment (as applicable), utility service extensions and funding allocation evaluation. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 48 Divisions. Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Article 8.09.B).

2.01.B.1.D.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the owner within thirty (30) calendar days. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on

methods to enable construction to be completed within the funds available.

2.01.B.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.B.3) The Consultant shall return the review (check) sets of documents from the Programming Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01)C Phase III - Design Development

2.01.C.1) Upon receipt of an authorization to proceed from the Owner, and based on the approved Programming and Schematic Design documents, the Consultant shall prepare for approval by the Owner and present in writing and, if requested by the Owner, at an oral presentation, the following: Design Development Documents, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

2.01.C.1.A) The Design Development Documents shall consist of fully dimensioned drawings (site plans, floor plans, elevations, sections, etc.), outline specifications, and other documents that delineate and describe the character of the entire Project with respect to context of the project within the Park. The Design Development Documents shall include the architectural design; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes; environmental, archeological and historic features and uses; and other items incidental thereto as may be appropriate and applicable. Consultant's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the Owner), to explain the design concepts.

2.01.C.1.B) An updated Development Schedule showing the planned completion date of each of the remaining Phases of the Project (Refer to Article 2.01.B.1.C).

2.01.C.1.C) An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D).

2.01.C.1.C.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days. An authorization to proceed with Phase IV will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.C.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.C.3) The Consultant shall return the review (check) sets of documents from the Schematic Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01)D Phase IV - Construction Documents Development

2.01.D.1) Upon receipt of an authorization to proceed from the Owner the Consultant and their Sub-Consultants shall visit the site once again to confirm if there have been any changes to the existing site conditions. The Consultant shall be responsible to refresh the digital record of the existing conditions. The Consultant shall promptly inform the Owner of any changes that could require restoring site to previous existing conditions, or that shall require the Consultant and their Sub-Consultants to modify the plans and drawings to adjust to newly encountered conditions. The Consultant shall, based on the approved Design Development Documents and this subsequent site visit, prepare the Final Construction Documents setting forth in detail the requirements

for the construction of the Project, including the Proposal-Agreement (Bid) form, Conditions of the Contract with all necessary information for the bidders, complete drawings and the Project Manual. The Consultant is responsible for complete coordination between the architectural/engineering disciplines and compliance with all regulatory agencies having jurisdiction.

2.01.D.2) **Fifty percent (50%) Construction Documents Submittal:** The Consultant shall prepare and submit a fifty percent (50%) Construction Documents submittal for review and approval by the Owner which shall include the items indicated below. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

2.01.D.2.A) Eight (8) sets of all fifty percent (50%) construction drawings. The Consultant shall include a complete index of drawing sheets with all anticipated drawings necessary to fully define the construction and an estimate of the current percent of completion of each of the drawings.

2.01.D.2.B) Eight (8) sets of the Project Manual. The Consultant shall in their preparation of the Project Manual, use CSI Standards, including the 48-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). The Project Manual at the 50% Construction Documents submittal shall include all sections of "Division 1" which shall be one hundred percent (100%) completed, and all of the technical specification sections, which shall be fifty percent (50%) completed to include the section's contents. These specifications shall be in final form, except as may be revised through the review process and shall be more than merely outline specifications as submitted during the Design Development Phase.

2.01.D.2.C) Color boards/samples, which shall show complete color selections and samples for all finish materials.

2.01.D.2.D) An updated Development Schedule showing the planned completion date of each of the remaining Phases of the Project (Refer to Article 2.01.B.1.C).

2.01.D.2.E) An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D).

2.01.D.2.E.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days.

The Consultant shall include deductive/additive alternate bid items at no additional cost to the Owner if approved or directed by the Owner.

An authorization to proceed with further Construction Documents Development will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.D.3) The Consultant shall return the review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01.D.4) The Consultant shall not proceed with further Construction Documents Development until approval of the 50% documents is received from the Owner and authorization issued to proceed with the next phase. Approval by the Owner shall be for progress only and does not relieve the Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. The Consultant shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary.

2.01.D.5) **Rendering Requirements:** At approximately seventy-five percent (75%) completion of the Construction Documents, the Consultant shall submit a minimum of four (4) studies of proposed perspective drawings of the Project indicating suggestions for angles of view and general composition of a rendering. Upon the Owner's selection of a perspective format, the Consultant shall

execute final renderings for submission with one hundred percent (100%) Construction Documents submittal. The Consultant shall also submit the digital images to the owner along with the renderings as stipulated in section 2.01.D.6.D. The digital images shall be 1200 dpi at 100% for press printing (minimum). Digital files shall be able to be used at 6" x 4" at 300 dpi.

2.01.D.6) **One hundred percent (100%) Construction Documents Submittal:** The Consultant shall prepare and submit a one hundred percent (100%) Construction Documents submittal for final review, comments and approval by the Owner. The Owner shall review documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The one hundred percent (100%) submittal shall include the following:

2.01.D.6.A) Eight (8) sets of all one hundred percent 100% construction drawings.

2.01.D.6.B) Eight (8) sets of the Project Manual. These specifications shall be in final form, except as may be revised through the review process.

2.01.D.6.C) Eight (8) sets of all reports, programs, and similar documents necessary for the issuance of documents for bidding and Construction Contract award.

2.01.D.6.D) Final rendering submittal consisting of three (3) 20" x 30" framed and glassed (in non-reflective glazing) perspective rendering in color and three (3) 10" x 15" framed and glassed (in non-reflective glazing) color photographic copies of the rendering. Digital versions of the final renderings shall also be provided to the Owner. The digital images shall be 1200 dpi at 100% for press printing (minimum). Digital files shall be able to be used at 6" x 4" at 300 dpi.

2.01.D.6.E) An updated Development Schedule showing the planned completion date of the Project (Refer to Article 2.01.B.1.C) and anticipated date of occupancy.

2.01.D.6.F) An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D). The Statement of Probable Construction Costs shall include all adjustments necessary

for projected award date, changes in requirements, or general market conditions. If the Statement of Probable Construction Cost exceeds the total allocated budget for construction, the Consultant is responsible for reviewing materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items, reasonable adjustment in the scope of the Project and/or Deductive/Additive Alternates that will result in bids within the allocated budget. All such changes in the Contract Documents shall be made at no additional cost to the Owner within thirty (30) calendar days. It is agreed that any "Statement of Probable Construction Costs" or Cost Estimate prepared by the Consultant represents a reasonable estimate of cost in their best judgment as a professional familiar with the local construction industry, applicable County Resolutions, Administrative Orders and Ordinances and that the Consultant has no control over the market conditions. The Consultant therefore, cannot and does not guarantee that bids will not vary from the Cost Estimate.

2.01.D.6.F.1) If after consideration to the Consultant's recommendations concerning materials, equipment, component systems and types of construction, the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reasonably reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days.

2.01.D.7) The Owner's permit expeditor, not the Consultant will usher or "walk-through" the permit documents through the Miami-Dade County Building Department and/or other applicable regulatory agencies. The Consultant shall expeditiously address revisions and attend all meetings as required to resolve Code Compliance comments. The Consultant is responsible for identifying all permit and zoning requirements and shall assist the Owner in filing and following-up for permit approvals at the earliest practicable time during the performance of the services. The Consultant is responsible for preparing all the necessary portions of the Construction Documents necessary for approval by County, Municipal, State and/or Federal regulatory authorities having jurisdiction over the Project by law or contract with the County and

shall assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the Owner of the one hundred percent (100%) Construction Documents.

The Consultant shall promptly, at any time during the performance of the Services hereunder, advise the Owner of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of such regulatory authorities. The Consultant will be issued a reimbursable expense Service Order for permitting fees paid to authorities that have jurisdiction over the work.

2.01.D.8) The Consultant shall return the fifty (50%) percent review (check) sets.

2.01.D.9) The Consultant shall make all required changes and resolve all questions presented by the Owner and/or regulatory authorities on the documents.

Once the regulatory agency reviews the "dry-run" Construction Documents and submits its review comments to the Owner, the Owner shall submit the "dry-run" sets back to the Consultant. Upon receipt of the "dry-run" sets, the Consultant shall have a maximum of fourteen (14) calendar days or shall mutually agree, with owner, the number of days to submit the revised "dry-run" sets with corrected responses back to the Owner for submittal to the authorities having jurisdiction. Failure to comply with this timeline may be cause for the Owner to impose the damages for delays as stipulated in Article 8.04.C.1. In addition, when it is determined that repeated disapproval comments are a result of the Consultant's lack of appropriately addressing those comments result in additional fees imposed by the authorities having jurisdiction, the Owner shall assess those additional fees to the Consultant for payment to the authorities having jurisdiction.

The one hundred percent (100%) complete check set(s) shall be returned to the Owner. Upon final approval by the Owner, the Consultant shall furnish five (5) sets of all drawings and Project Manuals to the Owner, without additional charge.

The Owner shall recover the 100% of the total cost of the damages for delays and regulatory fees incurred by the Owner and caused by the Consultant's delays, re-submittals, etc. To

obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract. Should the damages incurred by the Owner exceed the amount due under the contract, the Owner shall look to the Consultant and the Consultant's insurer for the remaining amount of damages incurred by the Owner. The recovery of additional costs by the Owner under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the Owner may have otherwise incurred.

2.01.D.10) If requested by the Owner, the Consultant shall prepare and/or assist the Owner in the preparation of documents to initiate the bid and award for the Project.

2.01)E Phase V - Bidding and Award of Contract

2.01.E.1) Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having regulatory jurisdiction, and acceptance by the Owner of the Bid Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the Owner in evaluating bids, preparing documents for awarding the Construction Contract. The Owner, for bidding purposes, will have the bid documents (drawings and Project Manual) printed through its existing agreements with printing firms, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.

2.01.E.2) Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:

2.01.E.2.A) If requested by the Owner, the Consultant shall assist the Owner, in approval of the Bid Documents issued to prospective bidders.

2.01.E.2.B) The Consultant shall record all questions, prepare and issue an appropriate response to such questions (Addenda), if any are required, during the bidding period. When requested by the Owner, the Consultant shall advise all bidders to submit in writing, any questions to which a response is necessary to prepare a bid on the Project. No addenda shall be issued without the Owner's concurrence.

2.01.E.2.C) The Consultant shall attend all Pre-Bid Meetings and require attendance of major sub-consultants at such meetings. The Consultant shall record the minutes of said

meetings. The Consultant shall issue, no later than two (2) business days after said meeting, minutes of meeting(s).

2.01.E.2.D) The Consultant shall be present at the bid opening with the Owner's staff.

2.01.E.3) The Consultant shall assist the Owner in the evaluation and analysis of bids, determining the responsiveness of bids and preparing documents for Award of Contract. If the lowest responsive Base Bid received exceeds the Total Authorized Design Value for Construction, the Owner may:

2.01.E.3.A) Approve the increase in the Project Budget and award a Contract; or

2.01.E.3.B) Reject all bids and re-bid the Project within a reasonable time at no additional compensation to the Consultant; or

2.01.E.3.C) Direct the Consultant to revise the scope and/or manner of construction, and re-bid the Project. The Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Total Authorized Design Value at no additional cost to the Owner within a reasonable amount of time, not to exceed sixty (60) calendar days; or

2.01.E.3.D) Suspend or abandon the Project.

2.01)F Phase VI - Administration of the Construction Contract

2.01.F.1) Each Construction Phase will commence with the award of a Construction Contract and will terminate when the Owner approves the Contractor's final Capital Project Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract, hereby incorporated by reference, pursuant to this Agreement.

2.01.F.2) The Consultant, as the representative of the Owner during the Construction Phase shall advise and consult with the Owner and shall have the responsibilities and meet the obligations outlined therein; and the authority to act on behalf of the Owner to the extent required and provided for in the Construction Contract.

2.01.F.3) The prime consultant shall visit the site to conduct construction meetings, field inspections once a week and at any other time as

necessary or as requested by the Owner or Contractor. The prime Consultant shall visit the site at all key construction events, and to ascertain the progress of the work and determine, in general, if the work is proceeding in accordance with the Contract Documents. Sub consultants shall be required to visit the site as necessary to conduct field inspections, to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents and at the request of the Owner. The Consultant and their Sub consultants shall provide all certifications and inspections required by the authorities having jurisdiction; threshold inspection (when required by the nature of the work as determined by the regulatory agencies having jurisdiction) shall be provided by the Consultant and compensated as an Additional/Reimbursable service, unless otherwise negotiated and included in the Basic Services and authorized in the Service Order. Soils inspections shall be provided by the Owner. On the basis of on-site observations, the Consultant and their Sub consultants shall endeavor to safeguard the Owner against defects and deficiencies in the work of the Contractor. The Consultant will be responsible at no additional cost to the Owner for writing and distributing minutes of all meetings and field inspection reports they are asked to attend. The Consultant shall distribute draft of the minutes within two (2) business days of said meeting. The Consultant shall revise the minutes to reflect any comments/feedback from the attendees pertaining to actual discussions held and characterizations made during the meeting, and release the final and official version of the minutes for that particular meeting within five (5) business days of said meeting. The Consultant and their Sub consultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work for which the Contractor is responsible. The Consultant and their Sub consultants will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the Contract unless such failure of performance results from the Consultant's acts, errors or omissions.

2.01.F.4) The Consultant shall furnish the Owner with a written report of all observations of the work and require all Sub consultants to do same during each visit to the site. The report shall also note the weather, general status and progress of the work. Copies of said report shall be submitted to the Contractor and Owner within two (2) business days of the site visit. Copies of the reports shall be attached to the request for monthly professional services payment

during the Construction Administration Services Phase. If requested by the Owner, the Consultant and/or Sub consultants shall provide additional detail on written reports of observations of the work. The Consultant's failure to provide written reports of all site visits or minutes of meeting in accordance with this Agreement shall result in a proportional reduction in Construction Administration fees paid to the Consultant. The Consultant and their Sub consultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "record drawings".

2.01.F.5) Based on observations at the site and consultation with the Owner, the Consultant shall promptly review the Contractor's payment requisitions, determine the amount due the Contractor, and shall recommend approval of such amount. This recommendation shall constitute a representation, by the Consultant, to the Owner, that to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to amounts stated on the requisition subject to:

2.01.F.5.A) Detailed evaluation of the work for conformance with the Contract Documents, including compliance with the construction contract's requirements for the submittal of releases of liens;

2.01.F.5.B) The results of testing required by the Contract Documents; for which final results have not been received,

2.01.F.5.C) Minor deviations from the Contract Documents correctable prior to completion;

2.01.F.5.D) Specific written representations made by the Contractor on the Capital Project Payment Certificate or attachments thereto; and prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Owner on the status of the work relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the payment requisition review field meeting and shall not be cause for delay in timely payment to the Contractor pursuant to the Miami-Dade County Prompt Payment Ordinance hereby included by reference.

2.01.F.6) For purposes of this Phase, the Consultant shall be the interpreter of the Contract Documents. The Consultant shall make written recommendations on all claims from the Contractor relating to the execution and progress of the work and all other matters or questions related thereto.

2.01.F.7) The Consultant shall have the authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in their opinion, the Consultant considers it necessary or advisable to ensure compliance with the Contract Documents, they will have the authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated or delivered to the Project, or installed and completed.

2.01.F.8) The Consultant shall promptly review and approve shop drawings, samples, and other submissions from the Contractor at no additional charge to the Owner. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Owner and shall be authorized by Change Proposal Request. The Consultant shall have a maximum of fourteen (14) calendar days from receipt of shop drawings or other submittals by the Contractor, to return said shop drawings or submittals to the Contractor with comments indicating either approval or disapproval.

2.01.F.9) The Consultant shall initiate and prepare required documentation for Changes as required by their own observations or as requested by the Owner, and shall review and recommend action on proposed Changes at no additional cost to the Owner. When the Contractor submits a request for Change Order or Change Proposal Request, the Consultant shall, within ten (10) calendar days, review and submit to the Owner, their recommendation along with an analysis and/or study supporting such recommendation as applicable at no additional cost to the Owner.

2.01.F.9.A) The Consultant shall not receive additional compensation for revisions to drawings associated with changes to the contract due to errors or omissions for which the Consultant is responsible.

2.01.F.10) The Consultant and their Sub-Consultants shall examine the work upon receipt of the "Contractor's Request for Substantial Completion Inspection" and shall recommend execution of a

"Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project meets minimum requirements for substantial completion in accordance with the Contract requirements. The Consultant and their sub-consultants in conjunction with the Owner shall prepare a "Punch List" of any defects and discrepancies in the work. The Consultant shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor upon satisfactory completion of all items on the "Punch List" and receipt of all necessary close-out documentation from the Contractor, including but not limited to all warranties, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the Contract Documents.

2.01.F.11) The Consultant shall monitor and provide assistance relative to instruction of the Owner's personnel in the operation and maintenance of any equipment or system, and initial start-up and testing, adjusting and balancing of equipment and systems to assure a smooth transition from construction to occupancy of the Project.

2.01.F.12) The Consultant shall furnish to the Owner the original documents revised to "record drawings and specifications" condition within thirty (30) calendar days of receipt of the field record set from the Contractor. Transfer of changes made by approved "Change Proposal Requests", "Requests for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "record" documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for their convenience shall be marked by the Contractor on the "Field Record Set" and transferred to a copy of the original Contract Documents ("Final Record Set") by the Consultant. The original documents, the "Field Record Set" and the "Final Record Set" shall become the property of the Owner.

2.01.F.13) The Consultant shall furnish to the Owner one complete set of unlocked "Record Drawings" in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 2013) formatted on a CD, DVD media or flash drive, in drawing (*.dwg) files. All project drawing files, external drawing references and plot style files used to produce the drawings set shall load automatically once each of the project pages are opened. Also, the Consultant shall submit one complete set of unprotected PDF "Record Drawings". The submitted CD's, DVD's or flash drives shall become the property of the Owner.

2.01.F.14) The Consultant shall furnish to the Owner one simplified site plan and floor plan(s) reflecting "Record Drawings" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor area. Two (2) copies shall be furnished on 11" x 17" sheets in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 2013) formatted on a CD, DVD or flash drive, in drawing (*.dwg) files. Also, the Consultant shall submit the simplified site plan and floor plan(s) as unprotected PDF's. The submitted CD's, DVD's or flash drives shall become the property of the Owner.

2.01.F.15) The Consultant shall commission professional photography specializing in architecture, of the completed project. The Consultant shall provide digital copies of the existing condition and final project digital photographs, video, etc. to the Owner.

2.01)G Warranty Administration

2.01.G.1) The Consultant and their Sub-Consultants shall inspect the work prior to the one-year warranty anniversary to identify defects reported during the one-year warranty period and shall oversee and represent the Owner with the correction of defective Work or warranty corrections that may be discovered during said warranty period at no additional cost to the Owner. The Consultant and their Sub-Consultants (as needed) shall participate with the Owner's representatives in the one-year warranty inspection, coordinate the issuance of any corrective punch lists required as a result of such inspection; and monitor the contractor's compliance with such corrective punch lists. The Consultant's assistance may be sought by the Owner for warranties exceeding one year, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.

2.02) ADDITIONAL SERVICES: Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Article 5.02.

2.02.A) Financial feasibility, life cycle costing, planning surveys, site evaluations, land use analysis, visitor analysis, or comparative studies of related prospective sites.

2.02.B) Design services relative to future facilities, systems and equipment associated with the site that are or are not intended to be constructed as part of this Project.

2.02.C) Research, analysis, and recommendations for design criteria packages for design/ build projects associated with this site.

2.02.D) Any additional special professional services (other than the normal architectural, civil, structural, mechanical, electrical engineering and landscape services) as may be required for the Project, including but not limited to: additional planning and programming services not already included in the basic services, acoustical, interior design, food services, photography and soils Consultant.

2.02.E) Threshold and geotechnical soil inspection and piling inspections shall be considered additional services. However, all other special inspector services required by the authorities having jurisdiction shall be included and a made a part of the Basic Services.

2.02.F) Additional Statements of Probable Construction Costs, if requested by the Owner.

2.02.G) Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).

2.02.H) Preparing to serve and serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

2.02.I) Investigations, detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

2.02.J) Services for planning tenant or rental spaces unless included in the scope of work.

2.02.K) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.

2.03) REIMBURSABLE SERVICES

2.03.A) Reimbursable Expenses are those authorized by the Owner in addition to the Basic Services and Additional Services and consist of actual expenditures made by the Consultant and the Consultant's employees, Sub consultants and Special Consultants in the interest of the Project for the purposes listed below. Reimbursable Expenses shall be paid from a dedicated allowance.

2.03.A.1) Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;

2.03.A.2) Costs/Fees paid for securing approvals of authorities having jurisdiction over the work. This does not include repeated costs arising from multiple rejections of the Consultant's work product by the regulatory agencies having jurisdiction due to Consultant and his/her Sub consultants' failure to address/correct previous comments and/or markups;

2.03.A.3) Reproductions, excluding those for the office use of the Consultant, Sub-Consultant(s), permit reviews and check/review sets required by the Agreement;

2.03.A.4) Mailing of Bid Documents (if required);

2.03.A.5) Courier services;

2.03.A.6) Other equipment or supplies, if specifically requested and authorized by the Owner.

2.03.B) The Owner after verifying appropriate bills, invoices or statements will reimburse the Consultant for the costs of Reimbursable Expenses.

2.04) DEDICATED ALLOWANCES

2.04.A) Other Services, including but not limited to those listed below are generally considered to be beyond the scope of the Basic Services, unless they are negotiated as part of the Basic Services at the onset of the project, as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Article 5.02. The aggregate sum for all payments to the Consultant for these Services authorized on this Project shall be limited to $500,000.00.

2.04.A.1) Special professional Archaeologist for services as may be required for the Project.

2.04.A.2) Special professional Historical Restoration for services as may be required for the Project.

2.04.A.3) Special professional services related to sea level rise and resiliency studies.

ARTICLE 3 – SUBCONSULTANTS

3.01) SUBCONSULTANTS' RELATIONS

3.01.A) All services provided by the Sub consultants shall be pursuant to appropriate agreements between the Consultant and Sub consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner.

3.01.B) The Consultant proposes to utilize the following Sub consultants for the Project:

Brizaga, Inc.
Dr Paul S George
HP Consultants, Inc.
Horton Lees Brogden Lighting, Inc.
Longitude Surveyors, LLC.
Louis J Aguirre & Associates, PA
Moffatt & Nichol, Inc.
O'Donnell & Naccarato, Inc.
Savino & Miller Design Studio, PA
Stearns Conrad & Schmidt Consulting Engineering, Inc.
Tom Graboski Associates, Inc.
Urban Impact Lab, Inc.

3.01.C) The Consultant shall not change any Sub consultant without the Owner's approval. A written request from the Consultant must be submitted to the owner, stating the reasons for the proposed change.

3.01.D) The Consultant is required under this Agreement to achieve the following Contract measures applied to this project as shown in the attached Schedule of Participation and letter of Intent as presented in the Consultant's proposal for the project. 25% Small Business Enterprise Program for Architectural and Engineering Services (SBE/AE) Goal as identified on Project Worksheet.

3.02.E) The Consultant is required under this Agreement to make timely payments of respective share(s) to all Sub consultants for work completed by the design team and accepted and paid for by the Owner. The Consultant will be held responsible for any project delays caused by Consultant's failure to provide timely payment to his/her Sub Consultants. Nothing in this paragraph shall be construed to interfere with Consultant's rights to withhold payment(s) for valid non-performance issues pursuant to respective sub-agreement(s) with its sub consultants.

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

4.01.A) The Owner, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as a Dedicated Allowance/Additional/Reimbursable Service or may negotiate these services as part of the Basic Services under the executed "Service Order".

4.01.A.1) A survey of the proposed Project site if available.

4.01.A.2) Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary, including standard professional interpretation thereof and recommendations. The Consultant shall recommend such necessary tests to the Owner.

4.01.A.3) Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Article 2.01.A.1 of this Agreement.

4.02) PROJECT MANAGEMENT

4.02.A) The Department Director, or his/her designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Service Orders to the Consultant and all invoices for payment to the Consultant.

4.02.B) The Department Director shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic intervals throughout the

preparation of the Contract Documents to assess the progress of the Consultant's work in accordance with the approved "Project Development Schedule" to establish and/or review programmatic requirements and Scope of Project. The Consultant and their Sub consultants should visit the site periodically during the Design Phase to assess existing conditions.

4.02.C) During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant by the "General Conditions" and "Supplementary Conditions" of the construction contract, hereby incorporated by reference.

ARTICLE 5 - BASIS OF COMPENSATION

5.01) BASIC SERVICES FEE: The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed under Article, 5.01B, of this Agreement called the "Basic Fee".

5.01.A) Percentage of Construction Cost – Not Used

5.01.B) Agreed Lump Sum

5.01.B.1) Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to $ 1,794,567.00.

5.01.C) Multiple of Direct Salary Expense

Fees calculated on an hourly basis shall be a multiple of 2.9 times the salary rate paid to personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multiples) exceed $348.00. per hour for the Consultant and Sub consultant except as specifically provided herein. The rate for personnel shall be as determined from the actual paid salaries reported to the Department of Internal Revenue. If a full-time project Field Representative is required, the multiple shall not exceed 2.9. Said fee shall constitute full compensation for all costs incurred in the performance of the work such as supervision, overhead and profit, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Over-time rates must be authorized by the Owner in advance and at no time

exceed time-and-a half. Principals shall not receive additional compensation for performance of over-time work.

The maximum billable hourly rates for personnel directly engaged in the Project and for the time of the principals engaged directly in the work may be adjusted in accordance with the cost of living index or up to three per cent (3%), whichever is the minimum, after a period of two (2) years from the date of execution of this agreement; and every two years thereafter.

5.01.C.1) Personnel directly engaged on the Project by the Consultant may include Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants and Inspectors engaged in construction, research, design, production of drawings, specifications and related documents, construction inspection and other services pertinent to the Project during all phases thereof.

5.01.C.2) Multiple of Direct Salary Expense services fees shall not include charges for office rent or over-head expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel and substance not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project. Authorized reproduction costs in excess of that required at each Phase of the work shall be considered a Reimbursable Service as defined in Article 2.03 of this Agreement.

5.01.C.3) The consultant shall be compensated at the flat rate of $250.00 per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:

NAME OF THE PRINCIPALS
Angela Brooks
Jeffrey Huber
Lawrence Scarpa
Adriana Savino
Barry Miller
Douglas Wood
Simi Burg
Eddie Garcia
Eduardo Suarez

Alec Bogdanoff
Michael Antinelli
Louis Aguirre
A.S. Kumbhojkar
Tim Blankenship
Tom Graboski
Dr Paul George
Irvans Augustin

5.01.D) Fee for Design of Additive Alternates

5.01.D.1) The design of additive alternates authorized by the Owner will be considered a Basic Service.

5.01.D.2) The Consultant shall not be entitled to additional compensation for Phases I through IV (design through bidding), or for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total allocated construction funds. The Owner may recognize exceptional construction market cost fluctuations and provide relief to the Consultant of this provision, before exercising this option.

5.01.E) Fee for Change Orders to the Construction Contract

5.01.E.1) The Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, for additional design fees ascribed to "Change Order Work", provided that such changes are not attributable to errors or omissions or regulatory requirements.

5.02) ADDITIONAL/REIMBURSABLE SERVICES FEE

5.02.A) At the discretion of the Owner, the Consultant may be authorized to incur Reimbursable Expenses described under Articles 2.02 and 2.03 of this Agreement.

The Owner as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses on a direct cost basis.

The aggregated sum for all payments to the consultant for Reimbursable Expenses authorized on this Project shall be limited to $250,000.00.

5.02.B) The fee for Additional Services will be computed by one of the methods outlined in 5.01.B and 5.01.C as mutually agreed to by the Owner and the Consultant.

At the discretion of the Owner, the Consultant may be authorized to perform Additional Services described under Article 2.02 of this Agreement.

If the Owner and Consultant cannot agree on a lump sum for Additional Services as described in Article 5.01.B, then the owner may direct the consultant to perform the services as a multiple of direct salary expense as defined in Article 5.01.C. Should the consultant refuse such a service work order; it may become the basis for termination of this agreement.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT FOR BASIC SERVICES

6.01.A) Payment for Basic Services may be requested monthly in proportion to actual services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase unless otherwise stated in a service order, or approved by the Owner.

6.01.A.1) 10% upon completion and approval of Phase I (Programming)

6.01.A.2) 15% upon completion and approval of Phase II (Schematic)

6.01.A.3) 25% upon completion and approval of Phase III (Design Development)

6.01.A.4) 50% upon completion and approval of Phase 50% of IV (50% Documents)

6.01.A.5) 75% upon completion and approval of Phase 100% of IV (100% Documents, submittal of required renderings and permitting/Dry Run approval)

6.01.A.6) 82% upon completion of Phase V (Bid and Contract Award)

6.01.A.7) 100% upon completion of Phase VI (Construction Administration and approval of all Work pursuant to Article 2.01.F)

6.01.B) Partial payments not to exceed 96% in the aggregate may be made during Phase VI according to the overall percentage completed of the Construction Contract.

6.01.C) If the Construction Administration time is extended due to the Contractor's failure to substantially complete the work within the contract time, through no fault of the Consultant; the Consultant may be compensated for any services required and/or expenses not otherwise included in the Basic Services in connection with such time extension(s) as Additional Services. The fee for such services will be mutually agreed to by the Consultant and the Owner, in accordance with Articles 5.01.B or 5.01.C.

6.01.D) All payments will be made upon receipt and review of duly certified invoices stating that the services for which payment is requested have been performed per this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

6.02) PAYMENT FOR ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES

6.02.A) Payment for Additional Services and/or Reimbursable Expenses may be requested monthly in proportion to the services performed.

6.02.B) When such services are authorized as a Multiple of Direct Salary Expense, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged on the Additional Service, multiplied by the multiplier stated in Article 5.01.C of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.

6.02.C) When services are authorized as a Reimbursable Expense; the Consultant shall attach the expense invoice with all supporting data necessary to substantiate costs reimbursement.

6.02.D) All payments will be made upon receipt of duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

ARTICLE 7 - REUSE OF PLANS AND SPECIFICATIONS

7.01) SCOPE OF SERVICES

7.01.A) If the Owner elects to re-use the plans and specifications for other sites, for purposes other than that for which it was prepared, it shall be at the Owner's sole risk and holds the Consultant and Sub consultants harmless for any liability arising out of any reuse of documents.

7.01.B) 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 form or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County 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 County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement.

The Consultant shall bind all Sub consultants to the same terms of this Agreement for reuse of plans and specifications.

Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

8.01.A) Pursuant to Section 725.08 of the Florida Statues, the Consultant shall indemnify and hold harmless the Owner and its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Owner or its officers and employees, may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the negligence, recklessness, or intentionally wrongful

conduct by the Consultant or its employees, agents, servants, partners, principals, or subcontractors in the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Owner or its officers, employees, agents, and instrumentalities as herein provided.

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.

8.01.B) The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any actions, errors or omissions of the Consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the Owner in no way assumes or shares any responsibility or liability of the Consultant or Sub consultants, the registered professionals (architects and/or engineers, etc.) under this Agreement.

8.02) ERRORS AND OMISSIONS

8.02.A) The Owner shall maintain a record of all construction changes categorized according to the various types, causes (errors, omissions, unforeseen, owner requested, regulatory requirement, etc.) Among those categories is construction changes caused by design errors and/or omissions in the construction documents that were prepared by the Consultant. For the purposes of this contract provision, costs incurred by the Owner that are a result of errors and/or omissions shall be dealt with as follows:

8.02. A.1) Errors and Omissions
Construction changes categorized by the Owner, as caused by an error, an omission or any combination thereof in the contract documents that were prepared by the Consultant will constitute an additional cost to the Owner that would not have been incurred otherwise. The damages to the Owner for errors, omissions or

any combination thereof shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. Damages shall include delay damages caused by the error, omission or any combination thereof. The damages to the Owner resulting from omissions will include additional costs resulting from associated delays and the price differential resulting from non-competitively bid prices, etc.; but will not include unjust enrichment resulting from elements of the construction that should not have been omitted. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal to the Department's Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department's Director, the Consultant may appeal to the Miami-Dade County Mayor. The Department and the Consultant shall abide by the decision of the Miami-Dade County Mayor, or his designee. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

8.02.A.2) **Payment for Damages arising out of Errors, Omissions or any Combination Thereof**
The Owner shall recover the total cost of the damages to the Owner caused by the Consultant's errors and/or omissions.

To obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract. Should the damages incurred by the Owner exceed the amount due under the contract, the Owner shall look to the Consultant and the Consultant's insurer for the remaining amount of damages incurred by the Owner. The recovery of additional costs by the Owner under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the Owner may have otherwise incurred.

8.02.A.3) The Consultant shall participate in all negotiations with the Contractor related to changes. The Consultant's participation shall be at no additional cost to the Owner.

8.02.A.4) For purposes of this Article, direct and indirect costs shall be defined as in the general conditions section of the construction Project Manual for the Project.

8.03) INSURANCE

8.03.A) The Consultant shall not receive an authorization to begin until they have obtained all insurances required hereunder. The Consultant shall maintain all required insurances for the full term of this Agreement.

8.03.B) Insurance Required

8.03.B.1) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

8.03.B.1.a) If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.

8.03.B.2) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

8.03.B.3) Automobile Liability Insurance: The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

8.03.B.4) Professional Liability Insurance: The Consultant shall maintain Professional Liability Insurance in an amount not less than $2,000,000 per claim.

8.03.C) The insurance coverage required above shall include those classifications, as listed in standard insurance manuals, which most nearly reflect the operations of the Consultant.

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

8.03.D.1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

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

8.03.D.2) Within fourteen (14) calendar days from acceptance of the terms of this agreement by both parties and prior to execution, the Consultant shall furnish the Owner (through the Project Manager) photocopies of their professional liability insurance policy and certificates of insurance. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, classification required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by Owner. Failure to comply with the insurance requirements listed in Article 8.03 may result in the Owner's withholding or delaying payment to the Consultant.

8.04) PERFORMANCE

8.04.A) Performance and Delegation: The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner, and such consent will not be given to any proposed delegation which would relieve the Consultant or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the Consultant's own staff unless otherwise approved by the Owner. The employment of, contract with, or use of services of any other person or firm by the Consultant as Sub consultant or otherwise is subject to approval by the Owner.

8.04.B) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for 1825 calendar days plus Contingency period from the effective date of this Agreement or until completion of the warranty period. The County Mayor, or his designee may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.

8.04.C) Time for Performance: The Consultant agrees to start all work hereunder upon receipt of a Service Order issued by the Owner and complete each Phase within the time stipulated in each Service Order. A reasonable extension of time for completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for additional compensation.

8.04.C.1) Damages for Delays: The Owner may impose damages for delays of $200/day pay for unapproved/unjustifiable time delays (other than Owner-caused) and/or incomplete submittals.

8.04.C.2) Each time any portion of Phases I through IV of the Project Development Schedule prepared by the Consultant is not met for unapproved/unjustified causes (other than Owner caused) the Owner may notify the Internal Services Department, Small Business Affairs (SBA) and any other entity established by the Owner for tracking the performance of unsatisfactory performance.

8.04.D) Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the Owner as evaluation criteria for future solicitations.

8.05) PROJECT SUSPENSION OR ABANDONMENT

8.05.A) If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner under any phase, the Owner shall give seven days notice to the Consultant of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the Consultant shall remain on the Project under this Agreement but will be compensated only for work issued under a Service Order; the County will not be liable for stand-by, overhead, or any other costs direct or indirect, that the Consultant may incur outside of any direct costs associated with a Service Order. If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner during any phase, the Consultant shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the project. The Owner will have no further obligation or liability to the Consultant.

8.06) TERMINATION OF AGREEMENT

The County may terminate performance of work under this contract, in whole or in part if the Owner determines that a termination is in the County's interest. The Owner shall terminate by delivering to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to the County, and upon payment thereof the County will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.

8.07) CONSULTANT'S ACCOUNTING RECORDS

8.07.A) The Owner reserves the right to audit the Consultant's financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for one year after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary to approve any requests for payment by the Consultant.

8.08) OWNERSHIP OF THE DOCUMENTS

8.08.A) The Consultant agrees that all notes, designs, drawings, digital files, specifications, models, photographs, reports, surveys, investigations, field reports, and other data produced in performance of this Agreement shall be the sole property of the Owner without restrictions or limitations, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

The Consultant shall bind all Sub consultants to the same terms of this Agreement for ownership of the documents.

8.09) COMPLIANCE WITH LAWS

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

8.09.B) The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the

Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

8.09.C) The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13, as amended, by having on file or filing within 30 days of the execution of this Agreement one of the following with the Supervisor of the Miami –Dade County Elections Department, PO Box 521550, Miami, Florida 33152-1550:

8.09.C.1) A Source of Income Statement

8.09.C.2) A Current Certified Financial Statement

8.09.C.3) A copy of the Consultant's current Federal Income Tax Return

8.09.D) AFFIRMATIVE ACTION

8.09.D.1) The Consultant's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the Consultant to Miami-Dade County hereunder. The Consultant shall undertake and perform the affirmative actions specified herein. The Director may declare the Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

8.09.E) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

8.09.E.1) The Consultant's attention is directed to Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Consultant and Sub consultant to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Consultant and Sub consultant to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

8.09.F) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. 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 (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Consultant shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions,

financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

If this contract is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-

quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

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-sector 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 subcontractors 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.

8.09.G) ART IN PUBLIC PLACES

This agreement is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade

County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see http://www.miamidadepublicart.org/#tools or http://intra.miamidade.gov/managementandbudget/procedures.asp).

8.09.H) The Consultant will be responsible for providing a workforce estimate by trades pursuant to instructions from the project manager if this park is within a designated target area as required by Ordinance No. 03-1, Community Workforce Program for Capital Improvement Contracts.

8.09.I) The Consultant must also submit with the executed agreement, to be filed with the Clerk of the Board, the attached single executed affidavits and certifications.

8.09.J) **UTILIZATION REPORT (UR):** Pursuant to Administrative Order (A.O.) 3-32, Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 And Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to sub-consultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Procurement Management, Small Business Affairs, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibits "B" titled "Monthly Utilization Report – Miami-Dade County Work".

8.09.K) **CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the A/E 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.

8.09.L) **SANCTIONS FOR CONTRACTUAL VIOLATIONS:** Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, 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.

8.09.M) **ALLOWANCES/CONTINGENCY ORDINANCE No. 00-65**: This project is a Professional Services Agreement for the design of facilities on public property; therefore an estimated Allowance Account of $179,457.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

8.09.N) **SUSTAINABLE BUILDINGS PROGRAM Implementing Order No. I.O. 8-8:** The Consultant shall comply with the Sustainable Buildings Program, Miami-Dade County Implementing Order No. I.O. 8-8. The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in I.O. 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.

Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.

Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of

LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

All activity as a result of this contract shall comply with Chapter 2, Article I, Sec. 2-1, Rule 5.10, and Chapter 9, Article III, Sec. 9-71 through 9-75, of the Code of Miami-Dade County, along with Implementing Order 8-8, which established a County policy to incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of Public Projects. These sections of the code, together with the IO, are referred to as the "Sustainable Buildings Program".
referred to as the "Sustainable Buildings Program".

The Consultant shall incorporate resiliency and sustainable development best practices building measures into the design (where applicable), including but not limited to LEED Silver Certification, LEED SITES Certification, and Envision Certification. The consultant must also comply with NEPA commitments and lead NEPA compliance contract and reevaluation for the overall Zoo Miami Back of House Experience Project. It is highly preferred that the Prime and/or Sub-consultants (Team) submitting a proposal be experienced in the design, construction documents, permitting and construction administration and management services of Public Safety Facilities. LEED or ENVISION Certification and Experience with solar power is also highly preferred of the firm(s).
experienced in the design, construction documents, permitting and construction administration and management services of Public Safety Facilities. LEED or ENVISION Certification and Experience with solar power is also highly preferred of the firm(s).
xperienced in the design, construction documents, permitting and construction administration and management services of Public Safety Facilities. LEED or ENVISION Certification and Experience with solar power is also highly preferred of the firm(s).

The project will aim to obtain at least ENVISION Silver formal certification, following the most recently adopted version by the Institute for Sustainable Infrastructure, along with the required IO 8-8 Section VII Prescriptive Path elements (where applicable). The project budget should account for associated costs related to compliance with the Sustainable Buildings Program.

The Sustainable Buildings Program Initial Project Questionnaire/Form for Buildings and Infrastructure, along with the ENVISION checklist (or comparable tool) shall be submitted to the Sustainability Manager through the County's Sustainable Buildings Program website at

https://sustainable-buildings-program.miamidade.gov/ and to jason.grant@miamidade.gov and patricia.gomez@miamidade.gov.

Please note that lack of funding, lack of knowledge about following IO 8-8, tight deadlines, being unaware of Sustainable Buildings Program requirements, forgetting to put the requirements in bid documents, being unable to go back and change bid documents without incurring significant change order costs, contractors being unaware of the requirements, belief that the policies do not apply due to the wording of the policies, or any other similar justifications are not accepted in lieu of compliance with Sustainable Buildings Program. Departments shall not break up a Public Project to avoid application of IO 8-8. The unique characteristics of a project shall not, in any way, exempt it from applying sustainable Green Building Practices to the maximum extent possible.

8.09.O) **RESILIENCY ORDINANCE No. 14-79 and RESOLUTION No. R-451-14:** The Basic Services shall also include evaluating the latest studies/projections and potential impacts of sea level rise and including design solutions that conform to the intent of the County's Resiliency Program (Ordinance 14-79 and Resolution R-451-14) to ensure that the projects (and their infrastructure) will function properly and safely for fifty (50) years or the projected useful life of the project, whichever is greater.

8.09.P) **VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):** By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

8.10) MISCELLANEOUS PROVISIONS

8.10.A) This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Service Orders will be issued under this agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.

8.10.B) The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Article 5.01 or 5.02 of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal.

8.10.C) The aggregate sum of all payments for fees and costs, including reimbursable expenses to the Consultant under this Agreement shall not exceed $ 2,724,024.00.

8.10.D) **TERM OF THE AGREEMENT:** The term of this Agreement shall start upon execution by the parties hereto (effective date of this Agreement) and extend for 1,825 calendar days – excluding one (1) year warranty administration period – plus a Contingency of 183 calendar days or as amended, subject to Miami-Dade County Parks, Recreation and Open Spaces Department's recommendation and subsequent approval by the County; or until completion of the warranty period. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.

8.10.E) The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.

8.10.F) The Consultant will have no responsibility for the handling, funding, cost of removal or exposure to persons to hazardous materials in any form at the project site other than to immediately advise the owner of the existence of hazardous materials discovered during standard investigations carried out for the purpose of performing their services.

8.11) SUCCESSORS AND ASSIGNS

8.11.A) The Consultant and the Owner each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors, or other changes in the Ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

8.12) EXTENT OF AGREEMENT

8.12.A) This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County or pursuant to provisions of Ordinance 00-104, the Expedite Ordinance.

8.12.B) If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

CONSULTANT'S NAME

Attest:
Secretary: _____ Brooks + Scarpa Architects, Inc.
Signature — Legal Name of Corporation

By: Lawrence Scarpa _____ _____
Legal Name — Signature

_____ Angela Brooks, President
(Corporate Seal) — Legal Name and Title

Brooks + Scarpa Architects, Inc. CORPORATE SEAL 2001

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements

_____
Risk Management Division

Date:_____

Approved as to Form and Legal Sufficiency:

_____
Assistant County Attorney

Date:_____

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

(Seal)

JUAN FERNANDEZ - BARQUIN
Clerk

By:_____
Clerk of the Board

Date:_____

DANIELLA LEVINE CAVA
Mayor

By:_____
Jimmy Morales, Chief Operating Officer

Date:_____

Distribution:
One Original to Consultant
One Original to Clerk of the Board
One Original to Department of Procurement Management Small Business Affairs
One Original to Department of Procurement Management
One Original to Project File
cc: Project Manager

MEMORANDUM

(Revised)

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

DATE: October 1, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(4)

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 ____, majority plus one ____, 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) ____, 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(H)(4)
10-1-24

RESOLUTION NO. R-855-24

RESOLUTION APPROVING CONTRACT AWARD OF PROFESSIONAL SERVICES AGREEMENT TO BROOKS + SCARPA ARCHITECTS, INC. FOR CRANDON PARK IMPROVEMENTS FOR THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, CONTRACT NO. A422801-18-005. PROJECT NO. A22-PROS-05, IN AN AMOUNT NOT TO EXCEED $2,724,024.00, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF $179,457.00 AND A TERM OF 1,825 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, TO APPROVE THE CONTINGENCY EXPENDITURE LIMITED TO 10 PERCENT OF THE BASE CONTRACT AMOUNT; AND TO EXERCISE ALL PROVISIONS CONTAINED IN THE AGREEMENT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves contract award of a professional services agreement, Contract No. 422801-18-005, Project No. A22-PROS-05 to Brooks + Scarpa Architects, Inc. in an amount of $2,724,024.00 inclusive of a contingency allowance of $179,457.00 for a term of 1,825 calendar days for Crandon Park Improvements for the Parks, Recreation and Open Spaces Department, in substantially the form attached hereto as Attachment A to the County Mayor's Memorandum. The Board also authorizes the County Mayor or County Mayor's Designee to execute the professional services agreement, Contract No. 422801-18-005, Project No. A22-PROS-05, to approve the contingency expenditure limited to 10 percent of the base contract amount, exercise all provisions contained in the agreement, including but not limited to the renewal, termination and other provisions contained therein, and in accordance with section 2-8.3 of the County Code.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of October, 2024. 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. MJS

Melanie J. Spencer