

**Date:** July 21, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

Agenda Item No. 8(F)(1)

**From:** Daniella Levine Cava  
Mayor



Resolution No. R-617-26

**Subject:** Resolution Waiving Competitive Bidding and Approving and Authorizing an Agreement between Miami-Dade County and AECOM Technical Services, Inc. for Limited Owner's Representative Advisory Services for the New Integrated Command and Communications Center (IC3) at the Lightspeed Facility

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**Executive Summary**

The New Integrated Command and Communications Center (IC3) at the Lightspeed Facility (Lightspeed) is a mission-critical public safety investment that will serve as Miami-Dade County's (County) centralized hub for emergency response coordination and continuity of government during major events. As construction progresses, maintaining consistent and informed oversight is essential to ensure that the facility is delivered in accordance with the approved Design Criteria Guidelines and the County's operational objectives.

This item supports the continuation of specialized advisory services during the construction phase through AECOM Technical Services, Inc. (AECOM), which previously served as the Design Criteria Professional for the project. In that role, AECOM developed and is intimately familiar with the Design Criteria Guidelines that govern the project's design and construction. Their continued involvement provides the County with experienced, project-specific insight that supports quality assurance, reduces risk, and promotes efficient decision-making during active construction.

The proposed advisory services are focused on the construction-phase, as well as observational support performed on behalf of the County in the role of Owner's Representative. These services include field observation and review of work products for consistency with the established Design Criteria Guidelines and contractual requirements. The scope does not include the provision of architectural or engineering professional services.

Given the advanced stage of construction and the complexity of the IC3, maintaining continuity of advisory support is critical to avoiding disruption, duplication of effort, and potential impacts to schedule and cost. This item enables the County to retain continuity and ensure the project proceeds with the level of oversight appropriate for a facility of this magnitude. The total value of the agreement is \$2,024,106.

**Recommendation**

It is recommended that the Board of County Commissioners (Board) approve and authorize the County Mayor or the County Mayor's designee to execute an agreement, attached hereto as Attachment 1, between the County and AECOM to provide limited Owner's Representative advisory services during construction of the IC3, in an amount not to exceed \$2,024,106. This action waives competitive bidding under section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the Code. In light of AECOM's prior role in developing the Design Criteria Guidelines and their familiarity with the project's technical and operational requirements, using AECOM for these services supports continuity of oversight, minimizes transition risk, and allows the County to maintain momentum on an active construction project. Approval of this item also includes the necessary authorization to employ a non-competitive procurement approach, in the County's best interest, to support these objectives.

The IC3 at Lightspeed represents a much-needed investment in the County's public safety infrastructure. Currently, emergency management and public safety communications operations are dispersed across multiple facilities, and lack the resiliency, technological integration, and shared location required to support continuity of critical services during major disasters or security events. The IC3 addresses these vulnerabilities by consolidating critical functions into a single, resilient facility designed to support sustained emergency communications and ensure essential services continue without interruption during emergency scenarios.

The IC3 will strengthen the County's ability to deliver timely public information and a coordinated emergency response during hurricanes, severe weather, and other major incidents, reducing response delays and enhancing the County's capacity to protect lives and property for our community. The facility reflects nationally recognized best practices in emergency management facility design, integrating hardened, weather-proof infrastructure, redundant systems, and centralized command functions during hurricanes, major disasters, and security incidents.

### **Background**

The IC3 is a mission-critical public safety investment that will serve as the County's centralized hub for emergency response coordination and continuity of government during major events. The IC3 serves as the central hub for the County's emergency communications and operational continuity functions, housing the County's 911 call center, 311 operations, the Real Time Crime Center, and critical servers supporting 911 ITD operations, People and Internal Operations Department (PIOD) security, and other essential County services.

AECOM Technical Services, Inc. has been involved in the IC3 project since 2022, serving as the Design Criteria Professional under the County's Equitable Distribution Program pursuant to Contract No. EDP-ID-190038 and Contract No. EDP-ID-190038-R1. In that role, AECOM was responsible for the development of the Design Criteria Guidelines, which establish the technical, operational, and performance requirements that govern the design and construction of the facility.

With the completion of the design criteria phase and the transition into active construction, the County has identified the need for continued, project-specific advisory support to ensure that the work being delivered remains consistent with those established requirements. The IC3 is a complex, mission-critical project, and maintaining alignment between the Design Criteria Guidelines and construction activities is essential to achieving the intended operational outcomes.

The proposed scope of services consists of limited construction-phase advisory and observational support performed on behalf of the County in the role of Owner's Representative. These services include field observation and review of work products for consistency with the established Design Criteria Guidelines and contractual requirements. The scope does not include the provision of architectural or engineering professional services.

Given AECOM's direct involvement in developing the Design Criteria Guidelines and its familiarity with the project's technical framework, its continued participation during construction provides the County with continuity of knowledge and informed oversight. Introducing a new consultant at this stage would require considerable time be taken away from completion of the project for onboarding and duplication of effort by the project team, which could affect efficiency and introduce unnecessary risk to an active construction project.

In addition, as the project advances through construction, the County continues to evaluate the project budget in light of evolving market conditions, refinement of design elements, and coordination of construction activities. Maintaining AECOM's involvement provides the County with continuity in technical oversight and an objective value-add partner to review and assess these budget considerations against the established Design Criteria Guidelines. This supports the County's ability

to ensure that any necessary adjustments are evaluated thoughtfully, with a focus on preserving the core scope, maintaining alignment with project objectives, and avoiding unintended impacts to performance, functionality, or long-term operational needs.

This approach allows the County to maintain continuity, support efficient project execution, and ensure that the IC3 is delivered in accordance with its intended design and operational objectives.

**Scope**

The IC3 project is in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez. However, the scope of this item is countywide in nature.

**Fiscal Impact/Funding Source**

The fiscal impact for this item is \$2,024,106 consisting of additional Owner Representative services provided by AECOM. This will be funded with future financing proceeds, Program 2000001658 – Integrated Command and Communications Center.

**Track Record/Monitor**

Eddy Etienne, PIOD Program Management Manager, will monitor and manage the project.

**Delegated Authority**

The resolution would authorize the County Mayor or the County Mayor's designee to execute the Non-Competitive Acquisition Request Form (NARF) for AECOM on the IC3 project and exercise all provisions contained therein, including any rights of renewal and termination.

**Applicable Ordinances and Contract Measures**

Based on the scope of services and the non-competitive nature of this solicitation, no Small Business Enterprise–Services (SBE-S) measure is applicable.

Attachment



Carladenise Edwards  
Chief Administrative Officer

**AGREEMENT FOR LIMITED OWNER’S REPRESENTATIVE ADVISORY  
SERVICES FOR THE NEW INTEGRATED COMMAND AND  
COMMUNICATIONS CENTER (IC3) AT THE LIGHTSPEED FACILITY**

This Agreement (the “Agreement”) for Limited Owner’s Representative Advisory Services for the New Integrated Command and Communications Center (“IC3”) at the Lightspeed Facility is made and entered into this \_\_\_\_ day of \_\_\_, 2026 (“Effective Date”), by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the “County”) and AECOM Technical Services, Inc., a Florida corporation authorized to do business in the State of Florida (“AECOM” or “Owner’s Representative” and, collectively with the County, the “Parties”).

**Recitals**

**WHEREAS**, the Parties previously entered into that certain Equitable Distribution Program Continuous Professional Services Agreement, Contract No. EDP-PSA-2024, dated March 12, 2020 (the “EDP Agreement”); and

**WHEREAS**, the maximum compensation authorized the EDP Agreement has been fully expended in accordance with applicable law; and

**WHEREAS**, the County desires to enter into a new and independent agreement with AECOM for consulting services as a technical advisor for the evaluation of the compliance of the project with the design criteria package during construction, which scope of services is more specifically described in the letter dated December 15, 2025 that is attached as Exhibit A hereto; and

**WHEREAS**, the County desires for the scope of services described in Exhibit A to be performed subject to the same terms and conditions contained in the EDP Agreement, attached hereto as Exhibit B, under which AECOM has provided its services for the project subject to the term, scope, and price provision of Exhibit A; and

**WHEREAS**, this Agreement establishes compensation in the amount of \$2,024,106.00 for the scope of services described in Exhibit A; and

**WHEREAS**, entering into this Agreement is the most cost-effective approach for continuing owner’s representative advisory services and it is in the best interest of the County to maintain continuity of services on the project, given AECOM’s prior familiarity with the project;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. The foregoing recitals are accepted as true and correct and incorporated herein.
2. AECOM shall perform the services described in Exhibit A in accordance with the terms and conditions contained therein and those contained in Exhibit B, except that the scope of work contained in Exhibit A shall supersede the scope

of work set forth in Exhibit B and those provisions requiring the provision of architectural or engineering services or requiring professional licensure shall be inapplicable. In the event of a conflict between this Exhibit A and Exhibit B, Exhibit A shall have precedence as to all conflicting terms including term, scope, and price.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by having the same signed by their duly authorized representatives, the day and year first written above.

ATTEST: JUAN FERNANDEZ-BARQUIN,  
CLERK OF THE COURT  
AND COMPTROLLER

MIAMI-DADE County, FLORIDA  
BY ITS BOARD OF County  
COMMISSIONERS

By: \_\_\_\_\_  
(Deputy Clerk Signature)

By: \_\_\_\_\_  
Daniella Levine Cava  
County Mayor

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

AECOM TECHNICAL SERVICES, INC.  
(CORPORATE SEAL)

By:  \_\_\_\_\_  
Signature

**Randy Mejeur, Authorized Signatory/VP**

Print name  
Date: 1/30/26

Approved for Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney



AECOM  
2 Alhambra Plaza  
Suite 900  
Coral Gables, FL 33134  
www.aecom.com

305 444 4691 tel  
305 447 3580 fax

## Exhibit A

December 15, 2025

Miami-Dade County People and Internal Operations Department  
Design, Construction, and Renovation Services  
111 NW 1st Street, Suite 2420  
Miami, Florida 33128  
Phone: (305) 375-3952

Attn: **Eddy V. Etienne Jr., MBA, LEED® AP BD+C**

Re: W190066 IC3 Integrated Command and Control Center  
(Formerly LightSpeed EOC-Fire Parking Garage and EOC-Fire Office Renovation)  
Proposal for Owners Representation Consulting Services: Construction Phase

Dear Mr. Etienne

AECOM Technical Services, Inc. (AECOM) welcomes the opportunity to submit the following proposal to Miami-Dade County (the "County" or "Owner") by and through the Miami-Dade County's People and Internal Operations Department, Design, Construction, and Renovation Services division (MDC-PIOD).

AECOM will provide Owner's Representative consulting services as a technical advisor for the evaluation of the compliance of the project with the design criteria package during construction.

**Scope of Services**, duration of services is per the Project Baseline Schedule specifically, LIGHTSPEED FACILITY-SCHEDULE-UPDATE-DD27AUG24). Construction start date is considered to be Activity ID PERM-9101, Civil Permit received; 11/18/24 and Certificate of Occupancy (CO)- Final Completion on 03/23/2027, totaling 28 months of construction (855 calendar days). This proposal also includes services anticipated for the proposed schedule delay with an anticipated Certificate of Occupancy (CO) – Final Completion of 09/24/2027 which is an additional 6 months (184 calendar days). The fee for the proposed schedule delay has been separated into a separate column on the fee matrix.

### **A) Project Management:**

- In relation to the specific services detailed below, AECOM will work with the County's designated representative to monitor the project schedule, submittals and deliverables as it relates to this scope contained herein and provide timely invoicing and reporting of project progress.
- AECOM will provide project schedule reviews and reports for a duration of up to **28 months**, during the construction phase through Certificate of Completion (CO)- Final Completion identified to occur by **03/23/2027**.
- AECOM has also included the cost to provide this service for the anticipated schedule delay of **6 months** which projects the Certificate of Completion (CO) - Final Completion to occur by **09/24/2027**

Architecture AAC26000687  
Engineering 8115  
Interiors IB26001209  
Landscape Architecture LC26000395

MDC006

**B) Meetings (OAC and Owner):**

- As stated on page 40, D1 of the Contract, Owner Architect Contractor (OAC) Meetings: AECOM will participate in weekly OAC meetings. AECOM's participation will be via virtual conference call. It is assumed meeting notes for all meeting and workshops will be recorded by the Design-builder.
- AECOM will attend one (1) weekly Owner Meeting to review general project progress and discuss pending issues or concerns. AECOM's participation will be via virtual conference call.
- AECOM will participate in an Executive Update once a month for 28 months, and an additional 6 months for the proposed schedule delay. One AECOM Representative will attend in person.
- It is assumed meeting notes for all meetings and workshops will be provided by MDC-ISD or Design-builder.

**C) Site Representation**

- AECOM will provide a Senior Field Representative onsite 5 hours a day, 5 days a week for the first 4 months of construction starting 1/2/2025 through 1/31/2026. At the commencement of masonry envelope activities which based on the schedule will commence on 2/1/2026 the Construction Manager will be onsite 8 hours a day, 5 days a week for the remaining 14 months of construction ending 03/23/2027.
- The Senior Field Representative will become familiar with the progress and quality of the work completed and determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, AECOM will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. AECOM will review general construction progress and evaluate percent completion of the work as part of the review of Applications for Payment by the Design-Builder.
- Site Visit Daily log reports will be issued following the observational visit.
- AECOM has based the level of effort for the Senior Field Representative on the similar services that are being provided for the Owner's Representative for Miami Dade Civil and Probate Courthouse A19-ISD-02 contract.
- AECOM has also included the cost to provide this service for the anticipated schedule delay of **6 months** which projects the Certificate of Completion (CO) - Final Completion to occur by **09/24/2027**

**D) Construction Submittal Review:**

- As the Owner's Representative AECOM will evaluate construction submittals for adherence/conformance with the Design Criteria and approved Design Documents and advise the Owner where there are deviations. Submittals transmitted to the Owner during CA are assumed for informational purposes only. It is assumed AECOM will evaluate up to (100) Submittals.
- AECOM has also included the cost to provide this service for the anticipated schedule delay of **6 months** which projects the Certificate of Completion (CO) - Final Completion to occur by **09/24/2027**.

**E) RFI's:**

- As the Owner's Representative AECOM will evaluate RFI's for adherence/conformance with the Design Criteria and approved Design Documents and advise the Owner where there are deviations. It is assumed AECOM will evaluate up to (100) RFI's.

- AECOM has also included the cost to provide this service for the anticipated schedule delay of **6 months** which projects the Certificate of Completion (CO) - Final Completion to occur by **09/24/2027**.

**F) Contractor Payment Application**

- AECOM will review up to twenty-eight (28) contractor pay applications for completeness and compliance with the executed Contract.
- AECOM has also included the cost to provide this service for the anticipated schedule delay of **6 months** which projects the Certificate of Completion (CO) - Final Completion to occur by **09/24/2027**.

**G) Construction Schedule Reviews:**

- AECOM will provide project schedule reviews and reports for a duration of up to 28 months, during the construction phase through Certificate of Completion (CO)- Final Completion identified to occur by 03/23/2027.
- Project schedule reviews will include date audits, an internal production step, and will be incorporated into the formal issued review. One (1) review of each month's project schedule is anticipated. If additional iterations beyond the (1) review is required, additional services will apply to complete the review.
- AECOM has also included the cost to provide this service for the anticipated schedule delay of **6 months** which projects the Certificate of Completion (CO) - Final Completion to occur by **09/24/2027**.

**H) Additional Review for New Sheets and Specs in 90% ID Submittal and Review of 100% Construction Documents:**

AECOM will perform a second review for the 46 new sheets and 6 new specifications sections that were issued for the first time in the 90% ID Submittal, to confirm comments made in the first review are addressed prior to issuance of 100% Construction Documents. AECOM will perform a review of the following design submittals:

Building 6 100% Construction Documents  
Building 7 100% Construction Documents

**I) Audio Visual - Review, Bidding Phase, and Construction Phase Services:**

Owner's representative services will be for the AV systems serving the spaces identified in the Gensler-Introba AV scoping document (Exhibit A) dated 8/7/25.

**PROJECT DELIVERY SYSTEM**

AECOM's services, compensation and time schedule for performance of services are based on the use of the Design-Bid-Build project delivery system and are subject to adjustment if another delivery system is utilized.

**I – AV COMMENCEMENT & PROGRAM VALIDATION**

AECOM will participate in an Architect-led AV commencement meeting to discuss objectives, responsibilities, and schedule for the work.

AECOM will participate in scheduled in-person work sessions between the Architect, its AV Consultant, and Miami-Dade County (MDC) to validate the AV program.

AECOM will review the AV Consultant-provided outputs from the work sessions for completeness, adherence to the County's requirements, and compliance with best practices and provide feedback.

**DELIVERABLES**

- Formal review of AV Consultant programming documents

**MEETINGS**

- Commencement meeting - (1) virtual meeting
- Program validation work sessions – (2) in-person meetings
- MDC-AECOM meetings – up to (2) per month; virtual
- General Contractor meetings - up to (2) per month; virtual

**II – AV DESIGN DEVELOPMENT**

Based on the approved program validation documents, AECOM will participate in scheduled in person work sessions between the Architect, its AV Consultant, and Miami-Dade County (MDC) to develop the AV design.

AECOM will review the AV Consultant-provided AV design development documents for completeness, adherence to the County's requirements, and compliance with best practices and provide feedback.

**DELIVERABLES**

- Formal review of AV Consultant design development documents including AV drawings and specifications

**MEETINGS**

- Design development work sessions – (1) in-person meeting & (1) virtual meeting
- MDC-AECOM meetings – up to (2) per month; virtual
- General Contractor meetings - up to (2) per month; virtual

**III – AV CONSTRUCTION DOCUMENTS**

Based on the approved design development documents, AECOM will participate in scheduled in-person work sessions between the Architect, its AV Consultant, and Miami-Dade County (MDC) to develop the AV construction documents for competitive bid.

AECOM will review the AV Consultant-provided AV construction documents for completeness, adherence to the County's requirements, and compliance with best practices and provide feedback.

**DELIVERABLES**

- Formal review of AV Consultant construction documents including AV drawings and specifications

**MEETINGS**

- Design development work sessions – (1) in-person meeting & (1) virtual meeting
- MDC-AECOM meetings – up to (2) per month; virtual

- General Contractor meetings - up to (2) per month; virtual

**CONSTRUCTION PHASING ASSUMPTION**

Documents will be produced in one (1) package.

Documents will not be produced in multiple or phased bid packages.

**IV – AV BIDDING**

AECOM will review the bids received for conformance with the project. We will assist the County in evaluating the bids for scope and price and provide advice and guidance.

**DELIVERABLES**

- Review bidder RFI's
- Review bid responses – up to (3) bids

**MEETINGS**

- Pre-bid meeting with bidders – (1) virtual meeting
- Bidder presentations - up to (3) virtual meetings
- Recommendation for award - up to (1) virtual meeting
- MDC-AECOM meetings – up to (2) per month; virtual
- General Contractor meetings – up to (2) per month; virtual

**V – AV CONSTRUCTION ADMINISTRATION & CLOSEOUT**

AECOM will work with the County in confirming that the designed systems are procured and installed by the contractor in accordance with the construction documents. We will review shop drawings and applicable product submittals to determine conformance to the design intent. We will participate in meetings to assist in resolving issues relevant to the AV systems. We will visit the site to formally review the contractor's work and provide a list of deficiencies.

**DELIVERABLES**

- Review contractor shop drawings and product submittals as one complete package – up to (1) resubmission
- Review contractor RFI's
- Reviewing contractor change orders
- Punchlist of contractor deficiencies
- Review contractor as-built drawings and closeout documents – up to (1) resubmission

**MEETINGS**

- MDC-AECOM meetings – up to (2) per month; virtual
- General Contractor meetings – up to (2) per month; virtual
- Site visit to formally review the Contractor's work and provide a list of deficiencies - up to (1) trip

**TRAVEL**

- Proposal includes the below trips to the site in Miami-Dade County.

|                                      | Site Visits |
|--------------------------------------|-------------|
| AV Commencement & Program Validation | 2*          |
| AV Design Development                | 1*          |

|                                |    |
|--------------------------------|----|
| AV Construction Documents      | 1* |
| AV Bidding                     | 0  |
| AV Construction Administration | 1* |

\* One-person trips

**QUALIFICATIONS**

The following items are qualifications to the proposal outlined above.

- All AV equipment will be new. AECOM is not being asked to inventory existing equipment or help determine what is re-usable.

**J) Art In Public Places Meetings:**

One representative from AECOM will attend Art In Public Places (AIPP) project meetings as a representative of the County's Project team to provide the proposing artists an understanding of the project and provide technical feedback regarding the artist's proposals for the project. Based on the current understanding of the AIPP process and schedule, AECOM will participate in the meeting up to a total of 30 hours.

**K) Close-Out Procedures:**

AECOM will perform one review of the Contractor's Close-Out documentation and provide a summary of any deviations from the design criteria documents if noted. If necessary, AECOM will perform one (1) final review of the Contractor's Revised Close-Out documentation and provide a summary of any deviations from the design criteria documents if noted.

**L) Change Order Reviews:**

AECOM will complete review of twenty (20) Design Phase Change Orders issued by the Design Builder for completeness and compliance with MDC-PIOD requirements.

**M) Civil Review Services:**

AECOM, through its subconsultant SRS, will perform the following Construction Phase Services:

- Attend one (1) pre-construction meeting.
- Attend up to twenty-eight (28) construction progress meetings at field site or virtual.
- Review and process civil related construction shop drawings adherence/conformance with the Design Criteria and approved Design Documents.
- Review, make recommendations and/or coordinate the response to the Design-Builder's civil related requests for information ("RFI") and submittals; or clarification of contract documents for adherence/conformance with the Design Criteria and approved Design Documents.
- Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project civil related items (28 total). Review Design-Builder's monthly quantities of work completed.
- Review and recommend civil related Contractor change order requests for adherence/conformance with the Design Criteria and approved Design Documents.
- Conduct monthly construction site visits to observe civil related construction for adherence to construction documents. Assuming an average to 1 site visit per month for the estimated

construction duration of 28 months, (total 28 site visits).

- Provide inspection log, monthly site visit reports, and photo history of project in digital format.

**N) Security System Review Services:**

AECOM, through its subconsultant TLC, will perform the following:

Review of the construction of the electronic security systems in the building for compliance with the Design Criteria and approved Design Documents. The basic scope of services includes:

- Review of design submittals.
- Review of shop drawings and RFIs during construction phase
- Perform site visit every other week during the construction phase as relevant to TLC's project scope to verify compliance with contract documents and MDC-ISD design preferences.
- Review change orders and ASIs related to the scope of work.

**O) Food Service Review**

Scope of Work – provide a Foodservice Assessment and Capabilities analysis for the Miami Dade County Integrated Command and Control Center.

- **Data**
  - capacity approximately 1,200 staff
  - (3) meal periods (in-house)
  - potential boxed meals for unique circumstances
- **Events**
  - Weather
  - Pandemic
  - Planned Gatherings
  - Other

The base assessment will include the following points:

- Review of current Food Service floor plans
- Review current Food Service equipment, floor plans, and equipment specifications.
- Ability to receive adequate food and beverage provisions in raw, value added and various states of readiness.
- Receipt of frozen prepared meal kits (event specific)
- Proper storage capacity for all types of provisions
- Internal logistics, movement of Incoming (bulk product, prepared product) and Outgoing (organic waste)
- Culinary staffing capabilities and needs
- Capability to safely prepare and store food.
- Cooking capacity for each meal category
- Assess types of service ware.
- Assess type of service (ala carte, packaged grab and go, buffet)
- Service ware handling, sanitizing, storage.
- Pandemic preparation
- Special dietary needs food preparation (medical dietary requirements, religious, other)
- Medical / prescription storage capability (individual and group)

- Organic waste management

Deliverable: One (1) written assessment report.

**DELIVERABLES:**

AECOM will provide one (1) set of comments electronically to the following documentations:

- Construction Submittals
- Request for Information
- Change Order Requests
- Payment Applications
- Site Visit reports

**Additional Tasks – County Requests**

AECOM will perform additional tasks requested by the County as an additional service.

- Extensive survey of existing field conditions and creation of documentation associated with existing systems or spaces.
- Additional submission packages, exceeding the number specified in our basic services.
- Field visits beyond the number of visits stipulated in our basic services.
- Additional coordination and liaison required as a result of limited services provided by other consultants or team members.
- Multiple reviews of submissions beyond those stipulated in our basic services.

**Assumptions/Exclusions:**

1. Nothing in this proposal and the Scope of Services herein shall be construed to require the County to pay AECOM for “Professional services” as that term is defined in section 287.055 of the Florida Statutes. More specifically, the scope herein obligates AECOM to provide consulting services and act as the Owner’s Representative. Under this proposal, neither AECOM or any individual employed by AECOM is providing services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
2. Construction duration is assumed to have a duration of 855 calendar days from Civil permit Issuance.
3. There is an anticipated schedule delay of 6 months which projects the Certificate of Completion (CO) - Final Completion to occur by 09/24/2027 or an additional duration of 184 calendar days.
4. Meetings beyond what is included in the scope of work included hereunto will be considered additional services.
5. Site visits beyond what is included in the scope of work included hereunto will be considered additional services.
6. Submittal and RFI review, beyond what is included in the scope of work included hereunto will be considered additional services. Miami-Dade County will maintain digital record of submittals and RFIs requests and responses and route applicable requests to AECOM as they occur.

7. Payment applications review beyond what is included in the scope of work included hereunto will be considered additional services. Miami-Dade County will maintain digital record of payment applications and responses and route applicable requests to AECOM as they occur.
8. Submittal will be reviewed up to up two (2) times.
9. RFI will be reviewed up to two (2) times.
10. It is assumed no Design-Builder initiated change orders will occur during the Construction Phase review of Owner-initiated Construction or Design Services Change Orders will be assessed as an additional service. Fair Market Value Cost and effect on the Project Schedule can be assessed as part of the Change Order Review.
11. AECOM will not provide services beyond the scope detailed above unless authorized by the County (PIOD). However, such additional services shall not include "Professional services" as that term is defined in section 287.055 of the Florida Statutes.
12. Scope not included in the Design Criteria Package will be assessed as an additional service.

#### Compensation:

AECOM's fee for Owners Representation Consulting Services as described in this proposal will be compensated on a Time and Material basis / 2.9 Multiple of Direct Salary for Office and 2.4 Multiple of Direct Salary for Field in County Office, with an overall NTE of **Two Million Twenty-Four Thousand One Hundred and Six Dollars and 00/100 (\$2,024,106)**. An Allowance of \$30,493 has been included in the total for Other Direct Costs (ODC). Reimbursable expenses will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

The advisory services and the corresponding fees are listed in the Fee Matrix as follows:

| FEE Structure                                                                       | Baseline Schedule | Delay Schedule |
|-------------------------------------------------------------------------------------|-------------------|----------------|
| A) Project Management                                                               | 47,667            | 3,925          |
| B) Meetings (OAC, Owner, & Executive)                                               | 243,072           | 39,113         |
| C) Site Representation                                                              | 405,843           | 164,654        |
| D) Submittal Reviews                                                                | 154,447           | 18,728         |
| E) RFI Reviews                                                                      | 198,609           | 18,728         |
| F) Payment Application Review (28)                                                  | 37,492            | 5,853          |
| G) Construction Schedule Review                                                     | 78,434            | 10,603         |
| H) Additional Review for New Sheets and Specs in 90% ID Submittal & 100% Submittals | 46,228            | 0              |
| I) Audio Visual - Review, Bidding Phase, and Construction Phase Services            | 104,655           | 0              |
| J) Art In Public Places Meetings                                                    | 6,650             | 0              |
| K) Close Out Procedures                                                             | 167,235           | 0              |
| L) Change Order Reviews                                                             | 64,065            | 0              |
| M) Civil Review Services–<br><i>SRS Engineering</i>                                 | 66,660            | 0              |
| N) Security System Review Services –<br><i>TLC Engineering</i>                      | 54,500            | 0              |
| O) Food Service Review Services –<br><i>Barber &amp; Associates</i>                 | 32,000            | 0              |
| <b>SUB TOTAL</b>                                                                    | <b>1,707,557</b>  | <b>286,056</b> |

|              |                    |
|--------------|--------------------|
| ODCs         | <b>30,493</b>      |
| <b>TOTAL</b> | <b>\$2,024,106</b> |

**Project Schedule:**

The Project Baseline Schedule is a critical component of our fee quotation. AECOM has based our schedule on the Design-Builder's construction schedule (LIGHTSPEED FACILITY-SCHEDULE-UPDATE-DD27AUG24) with identified review durations and milestones.

**Optional Services (not included in basic services above):**

Optional services offered by AECOM, or our consultants not included in basic services, which we can discuss further, include:

- Reviews in addition to those listed above
- Additional meetings or workshops
- FF&E procurement oversight
- Graphics and Signage review
- Cost Estimating

AECOM will provide consulting services in accordance with the Professional Services Agreement terms and conditions agreed between AECOM and Miami-Dade County (MDC-PIOD). If additional work under this proposal is requested by the client, then AECOM will be entitled to compensation for additional services in accordance with this agreement.

AECOM is thrilled about this opportunity to work with you and your team in meeting the advisory needs of the County. We thank you again for your consideration and look forward to further collaboration with your department.  
Sincerely,



Jacqueline Rowe  
Project Manager



Randy Mejeur  
Authorized Signatory

Date: December 15, 2025

CC: Evan Siegel, Tim Blair



Construction Administration Phase Services  
Integrated Command and Communication Center (IC3)

Anticipated Labor (Man Hours)  
Construction Phase

Office  
2.9

| Name                                  |                                         | Job Classification            | Contract Rate | Salary Multiple | Billable Rate | Sub-total Hours |  |  |  |  |  |  |  |  |  |      | Hours Total | Hours x Rate |
|---------------------------------------|-----------------------------------------|-------------------------------|---------------|-----------------|---------------|-----------------|--|--|--|--|--|--|--|--|--|------|-------------|--------------|
| Project Management                    |                                         |                               |               |                 |               | Sub-total       |  |  |  |  |  |  |  |  |  |      |             |              |
| DS-<br>Delay<br>Schedule              | Project Management                      |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Jaqueline Rowe                          | Project Manager               | \$57.00       | 2.9             | \$ 165        |                 |  |  |  |  |  |  |  |  |  | 216  |             | 35,766       |
|                                       | Jaqueline Rowe                          | Project Manager               | \$57.00       | 2.9             | \$ 165        |                 |  |  |  |  |  |  |  |  |  | 64   |             | 10,537       |
| Totals                                |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 280  |             | 46,302       |
| DS                                    | Schedule Reviews                        |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Chase Pisarki                           | Estimator                     | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 428  |             | 81,242       |
|                                       | Chase Pisarki                           | Estimator                     | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 56   |             | 10,603       |
| Totals                                |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 483  |             | 91,845       |
| DS                                    | Architecture                            |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Evan Siegel                             | Senior Project Manager        | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 1561 |             | 296,555      |
|                                       | Evan Siegel                             | Senior Project Manager        | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 198  |             | 37,653       |
| DS                                    | Lorenzo Cobiella                        | Senior Project Manager        | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 2117 |             | 402,258      |
|                                       | Lorenzo Cobiella                        | Senior Project Manager        | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 236  |             | 44,770       |
|                                       | Jaqueline Rowe                          | Project Manager               | \$57.00       | 2.9             | \$ 165        |                 |  |  |  |  |  |  |  |  |  | 112  |             | 18,514       |
| DS                                    | Hugo Alparaz                            | Senior Field Representative   | \$54.00       | 2.9             | \$ 157        |                 |  |  |  |  |  |  |  |  |  | 2555 |             | 400,113      |
|                                       | Hugo Alparaz                            | Senior Field Representative   | \$54.00       | 2.9             | \$ 157        |                 |  |  |  |  |  |  |  |  |  | 1051 |             | 164,654      |
| Totals                                |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 7830 |             | 1,364,517    |
| DS                                    | Mechanical Plumbing and Fire Protection |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Eric Willer                             | Project Engineer (Registered) | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 447  |             | 85,005       |
|                                       |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 447  |             | 85,005       |
| Totals                                |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
| DS                                    | Electrical                              |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Hangen, John                            | Project Engineer (Registered) | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 415  |             | 78,775       |
|                                       | Purdy, Chris A                          | Staff Engineer                | \$57.00       | 2.9             | \$ 165        |                 |  |  |  |  |  |  |  |  |  | 84   |             | 13,960       |
| DS                                    | Hannah, Mark                            | Senior Engineer               | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 102  |             | 19,381       |
|                                       |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Totals                                  |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 601  |             | 112,116      |
| DS                                    | Structural                              |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Hassani, Saeed                          | Senior Engineer               | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 113  |             | 21,466       |
|                                       | Vaccarello-Wardehra, Vincent            | Staff Engineer                | \$57.00       | 2.9             | \$ 165        |                 |  |  |  |  |  |  |  |  |  | 88   |             | 14,546       |
| DS                                    |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 201  |             | 36,012       |
|                                       | Totals                                  |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
| DS                                    | AV                                      |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
|                                       | Rodriguez, Gonzalo                      | Senior Engineer               | \$65.52       | 2.9             | \$ 190        |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
|                                       |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  |      |             |              |
| Totals                                |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Total Fee AECOM                       |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Consultant #1 - SRS                   |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Consultant #2 - TLC                   |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Consultant #3 - Barber and Associates |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Total Fee Consultants                 |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| ODCs                                  |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Expense Allowance                     |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Total Fee ODCs                        |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |
| Total Fee                             |                                         |                               |               |                 |               |                 |  |  |  |  |  |  |  |  |  | 551  |             | 104,655      |

|                         |    |        |    |         |    |         |    |         |    |         |    |        |    |        |    |        |    |         |    |       |    |         |    |        |    |         |
|-------------------------|----|--------|----|---------|----|---------|----|---------|----|---------|----|--------|----|--------|----|--------|----|---------|----|-------|----|---------|----|--------|----|---------|
| Baseline Schedule Fee   | \$ | 47,667 | \$ | 243,072 | \$ | 405,843 | \$ | 154,447 | \$ | 198,609 | \$ | 37,492 | \$ | 78,434 | \$ | 46,228 | \$ | 104,655 | \$ | 6,650 | \$ | 167,235 | \$ | 64,065 | \$ | 153,160 |
| Delay Schedule Fee (DS) | \$ | 3,925  | \$ | 39,113  | \$ | 164,654 | \$ | 18,728  | \$ | 43,180  | \$ | 5,853  | \$ | 10,603 | \$ | -      | \$ | -       | \$ | -     | \$ | -       | \$ | -      | \$ | -       |
| Subtotal                | \$ | 51,592 | \$ | 282,185 | \$ | 570,497 | \$ | 173,175 | \$ | 241,789 | \$ | 43,345 | \$ | 89,037 | \$ | 46,228 | \$ | 104,655 | \$ | 6,650 | \$ | 167,235 | \$ | 64,065 | \$ | 153,160 |
| ODCs                    |    |        |    |         |    |         |    |         |    |         |    |        |    |        |    |        |    |         |    |       |    |         |    |        |    |         |
| Total                   |    |        |    |         |    |         |    |         |    |         |    |        |    |        |    |        |    |         |    |       |    |         |    |        |    |         |

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# EQUITABLE DISTRIBUTION PROGRAM

## CONTINUOUS PROFESSIONAL SERVICES AGREEMENT

### CONTRACT NO.: EDP-PSA-2024

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#### THIS AGREEMENT

Made as of the 12<sup>th</sup> day of March in the year 2020

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

**and the Architect/Engineer:** Firm Name: AECOM Technical Services, Inc.

FEIN No.: 952661922

Address: 800 S. Douglas Road, North Tower,  
2nd Floor, Coral Gables, FL, 33134

Phone Number: 305-444-4691

Fax Number: 305-675-3843

referred to in this Agreement as the "Architect/Engineer". The term Architect/Engineer shall include its officials, successors, legal representatives, and assigns.

The scope of services include, but are not limited to, complete professional architectural, civil engineering, structural, mechanical/plumbing engineering, electrical engineering and landscape design services, construction engineering and inspection services, as may be required by any applicable work authorization issued under this Agreement.

#### WITNESSETH:

WHEREAS, the Architect/Engineer is an approved participant in the County's Equitable Distribution Program (EDP) to provide architectural, engineering and architectural landscape services on an as needed basis for County projects in which the construction costs and/or in which the study activity service fees do not exceed the limits established by the Florida Statutes, Section 287.055; and

WHEREAS the Architect/Engineer will perform services under this Agreement based upon any service orders issued hereunder that shall conform to the Scope of Services within the categories of technical certification as determined by the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

# PROFESSIONAL SERVICES AGREEMENT

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## W I T N E S E T H

### ARTICLE 1 - DEFINITIONS

1.1 **ADDITIONAL SERVICES:** Those services in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at County's option and when authorized by Service Order(s), in accordance with the terms of this Agreement

1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.

1.3 **AGENT:** Any entity engaged by the Architect/Engineer to perform any portion of the Work, including but not limited to the Consultant's employees, officers, contractors, inspectors and Sub Architect/Engineers performing any services for Miami-Dade County on behalf of the Consultant.

1.4 **AGREEMENT:** This written Agreement between the County and the Architect/Engineer, including the Appendices and Exhibits attached hereto and all Amendments and Service Orders issued by the County hereunder.

1.5 **AMENDMENT:** A written modification to this Agreement, executed by the Architect/Engineer and the County, covering changes, additions, or reductions in the terms of this Agreement

1.6 **ARCHITECT/ENGINEER (A/E):** The named entity on page 1 of this Agreement and shall include its officials, successors, legal representatives, and assigns, synonymous with Consultant.

1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.

1.8 **BASIC SERVICES:** Those services which the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services are considered Basic Services.

1.9 **BASIC SERVICES FEE:** The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.

1.10 **CONSTRUCTION COST:** Actual cost of the construction established in the Design Documents and as they may be amended from time to time.

1.11 **CONTINGENCY ALLOWANCE ACCOUNT(S):** shall mean an account that establishes a specific amount of time and / or money to be used to perform unknown or unanticipated work, as directed by the Project Director, which is necessary to satisfactorily complete the project. Any time or money within the Contingency Allowance account not directly authorized for use by the Project Director remains with the County.

1.12 CONTRACTOR: The firm, company, corporation or joint venture contracting with the County for performance of construction work.

1.13 CONSTRUCTION ADMINISTRATION SERVICES: Those portions of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.

1.14 CONSTRUCTION CONTRACT: The contract entered into by the County and the Contractor for performance of the construction work based on the Design Documents/

1.15 COUNTY: Miami-Dade County or the Owner as described below. The term County as used in this Agreement shall exclude the departments of the County when acting in the exercise of their police powers or in their capacities as regulatory or permitting agencies.

1.16 DEDICATED ALLOWANCE ACCOUNT(S): An account identified in the Service Order which is specifically identified to be used for an established purpose such as reimbursement for permits, traffic control or police.. Any money not directed to be used by the Architect/Engineer within a Dedicated Allowance account remains with the County.

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

1.18 DEPARTMENT: A department of Miami- Dade County represented by and acting through the Director or his/her Designee(s).

1.19 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Architect/Engineer at various phases of design. The design deliverables, Design Schedule and Cost Management are to comply with the requirements of the Department.

1.20 DESIGN DEVELOPMENT: That portion of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.21 DESIGN DOCUMENT: That portion of the Work consisting of Plans and specifications intended by the County to be used in the construction of a project.

1.22 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the County hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, inspectors, agents and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

1.23 DIRECTOR: The Director of a Miami-Dade County Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.24 EDP: Equitable Distribution Program is established to equitably distribute, on a rotational basis, architectural, engineering and architectural landscape services for miscellaneous type projects in which construction costs and study activities do not exceed the dollar threshold established by the Florida Statutes, Section 287.055, for Miami-Dade County.

1.25 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Architect/Engineer pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.

1.26 FIELD REPRESENTATIVE: An authorized representative of the County providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.

1.27 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.

1.28 INTERNAL SERVICES DEPARTMENT (ISD): . A department of Miami-Dade County that provides support services to County departments and agencies including Americans with Disability Act Coordination, Capital Improvements, General Services Administration, Human Resources and Procurement Management

1.29 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.

1.30 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.

1.31 NOTICE TO PROCEED: Written communication issued by the County to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.

1.32 OWNER: Miami-Dade County

1.33 PERIOD OF CONTRACT ADMINISTRATION: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.

1.34 PHASE: The portion of the Basic Services that may be accomplished by the Architect/Engineer for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

|          |   |                            |
|----------|---|----------------------------|
| Phase 1A | - | Programming and/or Studies |
| Phase 1B | - | Schematic Design           |
| Phase 2  | - | Design Development         |

|          |   |                                          |
|----------|---|------------------------------------------|
| Phase 3A | - | 30% Design Documents                     |
| Phase 3B | - | 75% Design Documents                     |
| Phase 3C | - | 100% Design Documents                    |
| Phase 3D | - | Bid Documents                            |
| Phase 4  | - | Bidding & Award of Construction Contract |
| Phase 5  | - | Construction Administration Services     |

1.35 PLANS: The drawings prepared by the Architect/Engineer which show the locations, characteristics, dimensions and details of the construction work to be done and which are part of the Design Documents.

1.36 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost prepared in the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the County, in a format provided by the County, in fulfillment of the requirement(s) of this Agreement.

1.37 PROGRAM: The initial description of a Project that may comprise of line drawings, narrative, cost estimates, and Project Budget..

1.38 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.

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

1.40 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other Architect/Engineers employed by the County.

1.41 PROJECT MANAGER (PM): An individual designated by the Director to represent the County during the design and construction of the Project.

1.42 PROLONGED PERIOD OF CONTRACT ADMINISTRATION: The period from the original completion date of the Contract as awarded to the date of official acceptance by the County of the Report of Contract Completion furnished by the Architect/Engineer.

1.43 PUNCH LIST: A running list of Defects in the Work as determined by the architect/engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed Defects, until the time of Final Acceptance.

1.44 **RECORD DRAWINGS (AS-BUILT DRAWINGS):** Reproducible drawings showing the final completed Work as actually built, including any changes to the Work performed by the Contractor which the Architect/Engineer considers significant based on marked-up as-built prints, drawings and other data furnished by the Contractor.

1.45 **REIMBURSABLE EXPENSES:** Expenses as delineated in the article “Reimbursable Expenses” of this Agreement, which require separate approval from the County, that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee

1.46 **REVIEW SET:** A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the County may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer’s work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.

1.47 **SCHEMATIC DESIGN:** That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.

1.48 **SERVICE ORDER:** A written work authorization/assignment (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the Services authorized, or to stop the performance of such Services. Failure by the A&E to perform in accordance with the Service Order, may result in penalties.

1.49 **SERVICES:** All services, Work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

1.50 **SOFT COSTS:** Costs related to a Project other than Construction Cost including Architect/Engineer Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, and permitting fees.

1.51 **SUB-CONSULTANT:** An independent firm, company, joint venture, corporation, agent or individual compensated by the Architect/Engineer to perform a portion of the Services required hereunder. Unless approved by a special exemption by the County, all sub- Architect/Engineers contracted by the Architect/Engineer must be an approved participant in the EDP.

1.52 **SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Project for its intended use and shall occur when the Architect/Engineer issues a certificate of Substantial Completion. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.

- 1.53 USING AGENCY: The department, division, bureau or other subdivision of the County, for whom the project is required.
- 1.54 USER: The department, division, bureau or other subdivision of the County, for which the project is required.
- 1.55 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.56 WORK: All work to be performed by the Architect/Engineer under this Agreement, including but not limited to any and all design drawings and specifications, and the labor, materials, tools, equipment, services, methods, procedures necessary or convenient to performance of the same, and representing the basis upon which the total consideration is paid or payable to the Architect/Engineer for the performance of such duties and obligations.
- 1.57 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and the County's operations, as well as other features, as necessary, related to the overall schedule of construction. The Architect/Engineer will be responsible for the preparation and inclusion of plans for the contractor's/Field Representative's construction trailer. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Contractor.
- 1.58 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the Field Representative(s) shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

## **ARTICLE 2 - INFORMATION TO BE FURNISHED BY THE COUNTY**

The County, at its expense shall furnish the Architect/Engineer with the following information, or may authorize the Architect/Engineer to provide the information as a Reimbursable/Additional Service.

1. Surveys as applicable, soil borings or test pits, chemical, mechanical, structural, or other tests deemed necessary; requested or recommended by the Consultant.
2. Information regarding the project budget, County's procedures, guidelines, forms, formats and assistance as applicable.

### **2.1 CONTRACT MANAGEMENT:**

A) The Internal Services Director or his/her designee shall act on behalf of the County in all matters pertaining to this Agreement. The Director for the County Agency requesting the services or his/her designee shall act on behalf of the County in all matters related to the specific work authorization and shall approve all work authorizations to the Architect/Engineer and all invoices for payment to the Consultant.

B) The Architect/Engineer shall have general responsibility for management of the Service Orders through all Phases of the work included in this Agreement. The Architect/Engineer shall meet with the designated County Department or Using Agency associated with the work authorization assignment to establish and/or review programmatic requirements and scope of project.

C) The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the County and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

## ARTICLE 3 - GENERAL PROVISIONS

### 3.1 INDEMNIFICATION AND HOLD HARMLESS:

3.1.1 INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the Architect/Engineer shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of this AGREEMENT.

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

3.1.3 The Architect/Engineer shall pay liabilities and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the Consultant's negligence, recklessness or intentionally wrongful conduct of the Architect/Engineer or its employees or agents. The Architect/Engineer expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the Architect/Engineer shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

3.1.4 The ENGINEER agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the Architect/Engineer in which the COUNTY 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 COUNTY in no way assumes or shares any responsibility or liability of the Architect/Engineer or Sub Architect/Engineers under this AGREEMENT.

### 3.2 INSURANCE:

3.2.1 The Architect/Engineer shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained in connection with all of the services to be provided or performed under this Agreement and such insurance has been approved by the County. The Architect/Engineer shall maintain required insurance coverage through the duration of all Service Orders issued under this Agreement. , 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: The Company must be rated no less than "A-" as to management and no less than Class "VII" as to financial strength, e, by Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division.

Certificate of Insurance: The Architect/Engineer shall furnish certificates of insurance to the County prior to the issuance of any Service Order. Certificates shall clearly indicate that the Architect/Engineer has obtained insurance, in the type and amount as required for strict compliance with

this article. Certificates must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, advance notice shall be given in accordance with the policy provisions to the County's Risk Management Division.

3.2.2 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services, in amounts not less than \$ 300,000 combined single limit per occurrence for bodily injury and property damage.

Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A.) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.

3.2.3 Professional Liability Insurance;

Professional Liability Insurance in an amount not less than \$1,000,000

3.2.4 Worker's Compensation Insurance for all employees of the Architect/Engineer in compliance with Florida Statutes, Chapter 440.

3.2.5 Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence combined single limit for bodily injury and property damage. Miami-Dade County shall be shown as an additional insured with respect to this coverage.

3.2.6 Upon written notice the Architect/ Engineer shall furnish the certificates of insurance to OCI within ten (10) days. Failure to furnish the certificates within the ten day period may result in forfeiting the assignment.

3.2.7 Right to Examine: The County reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Architect/Engineer agrees to permit such inspection at the offices of the County.

3.2.8 Compliance: Compliance with the requirement of this Article shall not relieve the Architect/Engineer of its liability under any other portion of this Agreement or any other agreement between the County and the Architect/Engineer.

3.3 AMENDMENTS:

This agreement shall not be amended, changed, modified, transferred or otherwise altered in any particular manner, at any time after the execution hereof, except by the County Mayor or by appropriate resolution of the BCC. The County may, from time to time, make amendments or modifications to this Agreement to comply with the current needs of the County. All such amendments shall be presented in writing and executed by both parties. The failure or refusal by the Architect/Engineer to execute a modification to the terms and conditions of this Agreement governing the conduct of the parties in connection with any authorized work may result in the Consultant's removal from consideration for the issuance of any further Service Orders.

3.4 SUCCESSORS AND ASSIGNS:

The Architect/Engineer and the County each binds himself/herself, his/her 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 Architect/Engineer 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 Architect/Engineer. Failure to do so constitutes a breach of this Agreement by the Architect/Engineer.

### 3.5 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:

In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-Architect/Engineers and other purchased services, etc., necessary to complete said Services.

### 3.6 SUB-ARCHITECT/ENGINEERS:

All services provided by the Sub-Architect/Engineers shall be pursuant to appropriate agreements between the Architect/Engineer and Sub-Architect/Engineers which shall contain provisions that preserve and protect the rights of the County and the Architect/Engineer under this Agreement, and which impose no responsibilities or liabilities on the County except as herein provided.

Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

All Sub-Architect/Engineers must be active EDP participants, unless exempted in writing by ISD. The Architect/Engineer shall not change any Sub-Architect/Engineer without prior approval by the ISD in response to a written request from the Architect/Engineer stating the reasons for any proposed substitution. Any approval of a Sub-Architect/Engineer by the County shall not in any way shift the responsibility for the quality and acceptability by the County of the services performed by the Sub-Architect/Engineer from the Architect/Engineer to the County. The Architect/Engineer shall cause the names of Sub-Architect/Engineers responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the County.

The Architect/Engineer with the County's approval may employ specialty consultants to assist the Architect/Engineering performing specialized services.

### 3.7 EDP ELIGIBILITY REQUIREMENTS AND SERVICE ORDERS:

In order for Architect/Engineers to participate and maintain active EDP status, the Architect/Engineer must comply with all of the eligibility requirements as may be amended from time to time by Implementing Order, Administrative Order or EDP Policy and Procedures. Accordingly, as a pre-requisite to the issuance of any service order/work authorization under this agreement, the Architect/Engineer must comply with the eligibility requirements contained in Miami-Dade County Ordinance, Implementing Order, Administrative Order and EDP Policy in effect at the time of issuance of the Service Order. The provisions of Administrative Order 3-39, EDP Policy and Procedures, as may be amended, are incorporated by reference and made a part hereof.

At a minimum, firms **may** be required to be in business for a minimum of one (1) year, may be required to have a place of business in Miami Dade County, with at least one (1) licensed professional A & E professional, have and maintain Pre-Qualification certification with Miami

Dade County, shall own or control only one (1) firm including affiliates in the EDP as a business owner, alone or as a member of a group, the firm's qualifier must be an employee and can only qualify one (1) firm pursuant to the respective Licensing Governing Boards of the State of Florida.

Consultant's participation in the EDP program may be terminated, revoked, suspended or rescinded, for failure to maintain the eligibility requirements contained in any existing Implementing and or Administrative Orders; maintain required Professional Services Agreement insurance; failure to abide by the established program policy and procedures; or failure to perform under the terms of the service orders in a timely or reasonably competent manner.

3.7.1 Service Orders shall be in accordance with any Ordinance, Resolution, Implementing Order, Administrative Order, and policy and procedure in effect at the time a Service Order is issued. Each Service Order/Work Authorization shall be negotiated in good faith between the County's departmental representative and the Consultant. In the event that there are special terms and conditions, which apply uniquely to a specific Department, including Federal requirements and guidelines, or work location, these conditions shall be identified in the Service Order and the method of compensation determined and agreed to, prior to proceeding with the Service Order.

Firms that demonstrate an inability to effectively respond to EDP request for services and adherence to the project schedules will be given written notice to improve their performance. In addition, user department shall evaluate the performance of the EDP Architect/Engineer upon completion of the service order. Poor performance may result in suspension from the program.

If a prime firm is certified in all of the required technical certification categories, it may perform the required services with its own work force otherwise the prime shall select authorized EDP sub consultant Architect/Engineer from the firms provided by ISD. If a Department requires specific expertise within a particular technical certification, ISD is authorized to survey firms within the EDP rotation for the assignment.

In the event that any Service Order shall be cancelled or changed, the using agency shall forward such information to the ISD and all affected outstanding fees of each respective firm shall be credited and their position within the EDP Pool shall be adjusted.

Pursuant to the Ordinance pertaining to Small Business Enterprise Programs; amending sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, 2-8.9 and 10-34 of the Code,, the ARCHITECT/ENGINEER is responsible for reporting all payments made to each sub-Architect/Engineer participating on a County project and payments received must be confirmed by the sub-Architect/Engineers via Miami- Dade County's Business Management Workforce System (BMWS) at <https://mdcsbd.gob2g.com>.

### 3.8 TERM OF AGREEMENT:

The term of this Agreement shall begin upon execution by the parties and shall be in effect until all services are completed under any Service Order issued on or before December 31, 2024. No Service Order shall be issued after December 31, 2024 which date shall also be considered the expiration date of this Agreement.

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

The intent of the parties is that any existing EDP Professional Services Agreement and/or PSA Amendment will not remain in effect for any and all EDP Service Orders issued after the execution of this agreement. Except for open work authorizations issued prior to the execution of this Agreement, this Agreement represents the entire and integrated agreement of the parties and supersedes all prior negotiations, representations, or agreements, written or oral.

3.8.1 Time for Performance: The Architect/Engineer agrees to provide, as part of Basic Services, a detailed schedule, provided in Excel, Microsoft Project, or Primavera formats, acceptable to the County, showing the time allocated for each Phase of the Services for each of the Project Elements. A reasonable extension of time for completion of various Phases will be granted by the County should there be a delay on the part of the County in fulfilling its part of the Agreement stated herein. Such extension of time shall not be cause for any claim by the Architect/Engineer for extra compensation.

3.8.2 If an Event of Deficiency occurs, and should there be no resolution to said deficiencies by the Architect/Engineer through the established meetings and agendas, the County shall notify the Architect/Engineer through a formal "Notice of Deficiency", specifying the basis for such deficiency, and advising the Architect/Engineer that such deficiency must be cured immediately or the project assignment may be terminated. The Architect/Engineer can cure and rectify the deficiency, to the County's reasonable satisfaction as confirmed through County's written approval, within thirty (30) days of actual notice of the Notice of Deficiency (the "Cure Period").

Failure to respond or comply with the plan for correction of deficiencies by the Architect/Engineer group within the allotted time shall result in a formal Notice to Cure. This formal Notice To Cure is the County's last step and the Architect/Engineer group's last opportunity to cure any defects or failures in the Architect/Engineer group's performance prior to the County's formal Termination For Default Notice.

3.8.3 Delay in Performance: If the Architect/Engineer is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the Architect/Engineer shall request a time extension from the Department Director within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Architect/Engineer for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood or similar occurrence, civil disturbance or similar occurrence, which has had, or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub consultants/subcontractors.

3.8.4 Emergency Response: The Director of the Using Department or his authorized designee, shall issue written authorization to proceed to the Architect/Engineer for each section of the work to be performed at assigned sites. In case of emergency, as determined by the County, the Director reserves the right to issue verbal authorization to the Architect/Engineer with the understanding that a cost proposal shall be submitted by the Architect/Engineer immediately thereafter. The Architect/Engineer shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the Director for the purposes of this Agreement.

### 3.9 TERMINATION OF AGREEMENT:

This Agreement may be terminated upon prior written notice by either party as described herein. The County may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the County willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.

3.9.1 County's Termination for Cause: The County may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Architect/Engineer is found not in compliance with the guiding legislation, violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Architect/Engineer shall spell out the cause and provide reasonable time in the notification to remedy the cause.

In the event the County terminates this Agreement for cause, the County will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Architect/Engineer shall be liable to the County for any additional cost incurred by the County due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Architect/Engineer shall, when directed by the County, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

3.9.2 County's Termination for Convenience: The County, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the County.

3.9.3 Architect/Engineer's Termination for Cause: The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the County violates any provisions of this Agreement. Such written notice to the County shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article, "Compensation for Services".

3.9.4 Implementation of Termination: In the event of termination either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
4. Transfer title to the County (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the County, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;
6. Complete performance of any Services not terminated by the Notice of Termination.

3.9.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the article "Compensation for Services".

### 3.10 INTENT OF AGREEMENT:

3.10.1 The intent of the Agreement is for the Architect/Engineer to provide basic services, additional and work site services and to include all necessary items for the proper completion of such services for a functional project which, when constructed in accordance with the design, will be able to be used by the County for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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

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

### 3.11 ANNULMENT:

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

### 3.12 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-Architect/Engineer agreements. In addition, a violation by a respondent or Sub-Architect/Engineer to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 and/or as amended or EDP Policy and Procedures may result in the imposition of one or more of the sanctions listed in the A.O.

### 3.13 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER:

The County reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida 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) year following the end of the contract, whichever is later.

### 3.14 INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

The attention of the Architect/Engineer is hereby directed to the requirements of MDC Code Section 2-1076; the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records, which may include financial and performance related records, property, and equipment purchased in whole or in part with governmental funds. Upon ten (10) days written notice to Architect/Engineer from IG, the Architect/Engineer shall make all requested records and documents available to the IG for inspection and copying.

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

3.14.2 The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct

from any other audit by the County. The cost of IG random audits will be deducted from the Architect/Engineer fees at a rate of one-quarter of one percent of the payment. No reimbursement for unpaid portions of the dedicated IG account will be made to the Consultant unless precluded by Federal Funding.

3.14.3 The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

3.14.4 The IG is authorized to investigate any alleged violation by a Architect/Engineer of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

### 3.15 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the County; however, the County may grant to the Architect/Engineer an exclusive license of the copyright for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from County.

3.15.1 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the County.

3.15.2 At the County's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the County; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

3.15.3 The County shall have the right to modify the Project or any components thereof without permission from the Architect/Engineer or without any additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.

3.15.4 The Architect/Engineer shall bind all Sub-Architect/Engineers to the Agreement requirements for re-use of plans and specifications.

### 3.16 LAWS AND REGULATIONS:

3.16.1 The Architect/Engineer shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions and Policies and Procedures, which may have a bearing on the Services involved in this Project. The Department will assist the Architect/Engineer in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

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

3.16.3 In accordance with Florida Statutes 119.071 (3) (b) 1., entitled “Inspection, Examination, and Duplication of Records; Exemptions”, all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

3.16.3.1 In addition to the above requirements in this sub-article, the Architect/Engineer agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to each employee of the Architect/Engineer and Sub-consultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the County.

#### 3.16.4 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

#### 3.17 VENDOR REGISTRATION/AFFIDAVITS

The Architect/Engineer shall be registered vendor with the County – ISD, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Architect/Engineer confirms its knowledge of and commitment to comply with the following:

##### 1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

##### 2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance no. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION  
(Section 2-8.1.2(b) of the Miami-Dade County Code)
4. MIAMI-DADE COUNTY DISABILITY AND NON-DISCRIMINATION AFFIDAVIT  
(Article, 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)
5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Section 10.38 of the Miami-Dade County Code)
6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT  
(Section 2-8.1 of the Miami-Dade County Code)
7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance no 00-1 amending Section 2-11.1(c) of the County Code)
8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT  
(Article V of Chapter 11, of the Miami-Dade County Code)
9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT  
(Section 2-8.9 of the Miami-Dade County Code)
10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT  
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)
11. MIAMI-DADE COUNTY E-VERIFY AFFIDAVIT  
(Executive Order 11-116)
12. MIAMIDADE COUNTY Pay Parity AFFIDAVIT  
(Resolution R-1072-17)
13. MIAMIDADE COUNTY SUSPECTED WORKERS'S COMPENSATION FRAUD AFFIDAVIT  
(Resolution R-919-18)

### 3.18 PUBLIC ENTITY CRIMES:

To be eligible for award of a contract, firms wishing to do business with the COUNTY must comply with the following: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Architect/Engineer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### 3.19 CORRECTIONS TO CONTRACT DOCUMENTS:

The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Work prepared by the Architect/Engineer including the documents prepared by its Sub-consultants. Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Work and other documents or Services related thereto.

### 3.20 WARRANTY:

The Architect/Engineer warrants that the Work furnished to the County under this Agreement shall conform to the quality expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.

### 3.21 COUNTY REPRESENTATIVE:

The County will assign a Project Manager to the Project to coordinate all County responsibilities under this Agreement. All instructions from the County to the Architect/Engineer shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or the construction work.

### 3.22 ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the County and the Architect/Engineer and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.

### 3.23 NON-EXCLUSIVITY:

Notwithstanding any provision of this Non-Exclusive Agreement, the County is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other Architect/Engineer to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Architect/Engineer shall have no claim against the County as a result of the County's electing to retain or utilize such other Architect, Engineer, Design Professional or other Architect/Engineer to perform any such incidental Services.

### 3.24 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:

In accordance with County Resolution No. 744-00, the Architect/Engineer shall identify as part of the proposal the specific technical or professional personnel to perform the necessary services and will be made part of the work authorization. Such personnel shall not be replaced except when Miami-Dade County determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

### 3.25 ARCHITECT/ENGINEER RESPONSIBILITY:

3.25.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work including the work performed by its agents, servants, partners, principals officers, employees, instrumentalities and Sub-consultants, within the specified time period and specified cost. The Architect/Engineer shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the Work conforms to County's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the County for all damages to the County caused by the Architect/Engineer's negligent acts or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the County may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies, which result from the

Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The County shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the Work shall be construed to relieve the Architect/Engineer or any Sub-Architect/Engineer of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the County's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Architect/Engineer and its Sub-Architect/Engineers shall be and remain liable to the County in accordance with applicable law for all damages to County caused by any failure of the Architect/Engineer or its Sub-Architect/Engineers to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Architect/Engineer shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

3.25.2 The Architect/Engineer shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

### 3.26 ARCHITECT/ENGINEER PERFORMANCE EVALUATION:

In accordance with Administrative Order 3-39 and/or as amended entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, and Change Orders, and Reporting", the Architect/Engineer is advised that at a minimum, a performance evaluation of the services rendered throughout this Agreement at the conclusion of the services rendered, will be completed by the County and kept in Miami-Dade County files for evaluation of future solicitations. The Architect/Engineer expressly releases and holds harmless the County against any and all claims, actions and causes of action which relates directly or indirectly to the County's evaluation of the Services performed by the Architect/Engineer under this Agreement or the County's completion or use of the performance evaluation form.

### 3.27 SUSTAINABLE BUILDINGS PROGRAM:

Pursuant to Implementing Order 8-8, Basic Services under this Agreement shall incorporate sustainable development building measures and possible LEED Certification into the design, construction, renovation and maintenance of County-owned, County-financed, and County operated buildings.

3.28 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS: Basic Services under this Agreement shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.

### 3.29 ETHICS LANGUAGE:

Pursuant to Sec. 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The Architect/Engineer must provide the Ethics Commission with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the ENGINEER, Sub-Architect/Engineers or teams members within ninety days of the issuance of each service order. The reports must be submitted to the Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 207, Miami, FL 33130."

### 3.30 FINANCIAL DISCLOSURE:

The Architect/Engineer shall comply with the financial disclosure requirements of Ordinance No. 77-13, (County Code Section 2-11.1(i)) as amended, by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, 2700 NW 87<sup>th</sup> Avenue, Miami, Florida 33172 and every year thereafter by noon July 1<sup>st</sup>.

- A source of income statement
- A current certified financial statement
- A copy of the Architect's/Engineer's current Federal Income Tax Return

## **ARTICLE 4 - BASIC SERVICES**

### 4.1 START OF WORK:

No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services, Additional Services, or Work Site Services.

### 4.2 BASIC SERVICES SCHEDULE AND SUMMARY:

The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project. The Architect/Engineer shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the County/Project Manager, resulting from the Services.

The Florida Building Code may be amended from time-to-time during the term of this agreement and is hereby made a part of this agreement by reference. It is also expressly understood by both parties to this agreement that where this agreement references specific sections of the Code, and should the numbering of those referenced sections be changed in the Code during the term of this agreement or any extensions thereto, the references shall continue to the new numbering scheme in the Code.

### 4.3 ARCHITECT/ENGINEERING BASIC SERVICES:

The Architect/Engineer agrees to provide complete professional services as set forth in the five Phases enumerated hereinafter, inclusive but not limited to, programming/planning activities, schematic design, design services, construction documents development, bidding and award of contract and warranty, as required per work authorization assignment. The Architect/Engineer shall maintain an adequate staff of qualified personnel on the work at all times to ensure its

performance as specified in the applicable authorization to proceed within the time and budget allowed. These services are hereinafter referred to as "Basic Services".

4.3.1.1 Phase I - Programming and or Studies and Schematic Design, Phase II - Design Development, Phase III - Construction Documents Development, Phase IV - Bidding and Award of Contract and Phase V - Administration of the Construction Contract and Warranty Phase (one year after the completion of construction). These are defined as basic services as applicable depending of the type of service requested.

4.3.1.2 The Architect/Engineer shall confer with the using agency to establish the program requirement for each work assignment. A statement of Probable Construction Costs shall be prepared by the Architect/Engineer at the conclusion of Phases I through III, or as dictated by the using agency. The estimate shall include a detailed breakdown of the estimated cost of the project and shall be submitted in CSI format using the standard 16 Divisions. Costs shall be adjusted to the projected bid date.

4.3.1.3 The Architect/Engineer shall proceed with the work upon issuance of a Service Order by the County. The Architect/Engineer shall confer with representatives of the County to establish, as applicable, a detailed scope of services and deliverables within the allocated funds. If the statement of Probable Construction Costs exceeds allocated funds, the Architect/Engineer shall, at no additional cost to the County, prepare recommendations for reducing the scope of the project and re-design as necessary in order to bring the estimated costs within allocated funds.

4.3.1.4 The Architect/Engineer shall submit a reproducible set of all documents in electronic format acceptable to the using agency and a minimum of two and a maximum of five hard copies of documents (as determined by the using agency) required under each Phase, without additional charge, for review and approval by the County. The Architect/Engineer shall not proceed with the next Phase of the project until issuance of a work authorization by the County.

The Architect/Engineer shall, at the earliest practicable time during the performance of the services, "dry-run" for building permit his construction documents, for approval by County, State and/or Federal authorities having jurisdiction over the project, as applicable. The Architect/Engineer shall pay for all required dry run processing fees that will be reimbursed through a reimbursable expenses work authorization for "dry-run" permit fees paid to authorities having jurisdiction over the work. When such fees may be paid by journal entry to Miami-Dade County Agencies, the County shall provide to the Architect/Engineer such authorization as may be necessary to avoid "out-of-pocket" expense to the Consultant.

Approval of Bid Documents: Upon obtaining all necessary approvals of the construction documents, from authorities having jurisdiction, acceptance by the County of the Bid Documents and latest Statement of Probable Construction Cost, the Architect/Engineer shall assist the County in obtaining bids, preparing and awarding the construction contract as applicable. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.

4.3.1.5 The Architect/Engineer shall assist the County in evaluation of bids and determining the responsiveness of the bids. If the lowest responsive and responsible Base Bid received exceeds the Total Allocated Funds for Construction, the County may:

- a. Approve the increase in the project budget and award a contract;

- b. Reject all bids and re-bid the project within a reasonable time with a reduced scope at no additional compensation to the Consultant;
- c. Suspend or abandon the project.

4.3.1.6 When applicable, the Construction Phase will begin with the award of a construction contract and will end when the County approves the Contractor's final Project Payment Certificate.

4.3.1.7 The Architect/Engineer, as the representative of the County during the Construction Phase, shall advise and consult with the County and shall have the authority to act on behalf of the County to the extent provided in the construction contract.

4.3.1.8 The Architect/Engineer and his/her Sub-Architect/Engineers shall visit the site to conduct field inspections, on a regular basis, and at all key construction events; frequency determined by the using agency, to ascertain the progress of the project and determine, in general, if the work is proceeding in accordance with the contract documents. The Architect/Engineer and his/her Sub-Architect/Engineers 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 Architect/Engineer's acts or omissions.

4.3.1.9 The Architect/Engineer shall be the interpreter of the requirements of the contract documents. The Architect/Engineer shall make recommendations on all claims of the County or the Contractor, payments due the Contractor relating to the execution and progress of the work and all other matters or questions related thereto.

4.3.1.10 The Architect/Engineer shall have the authority to recommend rejection of work, which does not conform, to the contract documents.

The Architect/Engineer shall examine the work upon receipt of the "Contractor's Request for Substantial Completion Inspection" and shall, prior to occupancy by the County, 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 and preparing a "Punch List" of any defects and discrepancies in the work. The Architect/Engineer shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor only on satisfactory completion of all items on the "Punch List" and receipt of all necessary closeout documentation from the Contractor, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the contract documents, and deliver them to the County.

4.3.1.11 The Architect/Engineer shall furnish to the County the original documents revised to "record drawings and specifications" condition. The original documents as well as the "Field Record Set" shall become the property of the County.

4.3.1.12 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in this Agreement and all other services normally required. Services shall also include:

a. The design of interface facilities for Art-in-Public Places and the coordination of such design with the appropriate agencies;

b. The design of interim/temporary facilities included in the Project Budget, with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

4.3.1.13 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

4.3.1.14 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other County provided Architect/Engineer.

4.3.1.15 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in AUTOCAD format with files maintained on compact disks or as otherwise requested by the contracting department.

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

#### 4.4 MEETINGS:

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

Should the Architect/Engineer fail to perform these services in a timely manner or in accordance with the requisite standard of care and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the County.

### **ARTICLE 5 - ADDITIONAL AND WORK SITE SERVICES**

#### 5.1 AUTHORIZATION:

Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the County. The County reserves the right to have any or all of the Services listed below performed by Architect/Engineers other than

the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the County with a Service Order.

## 5.2 ADDITIONAL SERVICES:

Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order,

5.2.1 Special analyses of the needs of the County related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.

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

5.2.3 Any Services requested in writing by the County performed after acceptance of Phase 2 documents by the County relative to future facilities, systems and equipment but not intended to be included in the Contract Documents.

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

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

Participation in the execution of changes during performance of the Work provided such changes are not a result, directly or indirectly, of errors, omissions and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-Architect/Engineers engaged by the Architect/Engineer. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Design Documents as necessary; preparation of change orders or work orders to the construction work, Bulletins, and other appropriate documentation; review and approval or rejection of shop drawings and other Contractor submittals; review and approval of Contractor requests for progress payments; assistance to the Project Manager and the County in negotiations with the Contractor(s) with respect to all changes in the Work; recommendation to the County of alternate designs (including cost impact) where change is contemplated; and any additional Work Related Services resulting from such changes.

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

Extended assistance requested in writing by the County beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by the County of any equipment or

system; extended training of County personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

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

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

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

Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from a fault of the Architect/Engineer.

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

Environmental Remediation engineering services. These services will be negotiated, authorized and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by County into the Contract Documents does not constitute Additional Services.

Services required to participate in or otherwise assist the County during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.

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

5.2.5 The services of a full-time field representative(s) during construction, including the services of a special/threshold inspector.

5.2.6 Interior design services

5.2.7. Services not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his/her designee.

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

### 5.3 WORK SITE SERVICES:

At the sole option of the County and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by County who shall act as the agent of the Architect/Engineer. The Work Site Services shall be defined by Service Order and agreed to by the Architect/Engineer and County inclusive of but not limited to:

- a. work site representation services covering administrative assistance to the Owner and construction inspection services during preconstruction, construction and closeout of a Project;
- b. special inspections;
- c. building and zoning inspection services covering the construction inspections required under the Florida Building Code;

The Architect/Engineer may be required to provide all day-to-day management of any or all of these services. The Owner will maintain oversight control of all construction activities through the Project Manager.

Construction inspection services for roadway, sidewalk, drainage, resurfacing and other similar inspection services projects. The consultants' responsibilities include, but are not limited to overseeing, coordinating and inspecting the work of design consultants, surveyors and construction contractors, and may include contract monitoring and record keeping, approving and recommending requisitions for compensation and assuring compliance with all local, state and federal regulations, on behalf of Miami-Dade County.

Those assignments that may be classified as work site representation services shall be performed in accordance with this contract and the respective department/agency construction inspection services manual and procedures. Those assignments that may be classified as either special inspections, threshold building inspections, or building and zoning inspections, shall be performed in accordance with the Florida Building Code (the Code). Each service order shall specify the type of service to be performed.

The Florida Building Code may be amended from time-to-time during the term of this agreement and is hereby made a part of this agreement by reference. It is also expressly understood by both parties to this agreement that where this agreement references specific sections of the Code, and should the numbering of those referenced sections be changed in the Code during the term of this agreement or any extensions thereto, the references shall continue to the new numbering scheme in the Code.

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

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

#### 5.4 EMERGENCY RESPONSE:

The Director of the Miami-Dade County Agency or his authorized designee (hereinafter referred to as the "Director"), shall issue written authorization to proceed to the Consultant for each section of the work to be performed at assigned sites. In case of emergency, as determined by the County, the Director reserves the right to issue verbal authorization to the Consultant with the understanding that a cost proposal shall be submitted by the Consultant immediately thereafter. The Consultant shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the Director for the purposes of this Agreement.

### **ARTICLE 6 -EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

#### 6.1 EQUAL EMPLOYMENT OPPORTUNITY:

The Architect/Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. The Architect/Engineer shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

The Architect/Engineer shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this AGREEMENT, the Architect/Engineer agrees to state in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the Architect/Engineer shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The Architect/Engineer further agrees that he will comply with the requirements of the Americans with Disabilities Act.

#### 6.2 NONDISCRIMINATORY ACCESS TO PREMISES:

The Architect/Engineer, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person

on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Architect/Engineer shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department , as amended from time to time.

#### 6.3 BREACH OF NONDISCRIMINATION COVENANTS:

In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section 6.2 Nondiscriminatory Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Architect/Engineer fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

#### 6.4 NONDISCRIMINATION:

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

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

The Architect/Engineer shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Architect/Engineer becomes involved in, or is threatened with, litigation with a sub-Architect/Engineer as the result of such direction by the County or by the United States, the Architect/Engineer may request the United States to enter into such litigation to protect the interests of the United States.

6.5 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5):

In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

ARTICLE 7 - COMPENSATION FOR SERVICES:

The County agrees to pay the Architect/Engineer, and the Architect/Engineer agrees to accept for all services, including Basic Services, Work Site, Work Related and Additional Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Architect/Engineer for work performed without a Service Order.

The fees for the services will be computed by one or combined method outlined below as mutually agreed by the COUNTY and the ARCHITECT/ENGINEER

Fixed Lump Sum  
Multiple of Direct Salaries

7.1 FIXED LUMP SUM:

Under this compensation basis, the ARCHITECT/ENGINEER agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

The COUNTY may require the Architect/Engineer to verify or justify its requested Lump Sum compensation.

7.2 MULTIPLE OF DIRECT SALARIES:

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

The fee to the ARCHITECT/ENGINEER based on a Multiple of Direct Salaries method shall be determined as follows:

7.2.1 A negotiated multiplier of 2.9 for Office Employees, 2.4 for the Architect/Engineer's employees working in COUNTY offices full time and 2.2 for all Field full time Employees including the multiple direct salaries shall not exceed \$165 per hour for Prime and Architect/Engineer (s). Said fees shall be full compensation for supervision, overhead and profit.

7.2.2. The Owner and/or Principal should be negotiated as warranted for each of their project engagements.

The rates shall be pertinent to the type of service provided by the Architect/Engineer and other services pertinent to the project during all phases thereof.

A Department Director or Designee reserves the right to negotiate an alternative compensation in unique circumstances if deemed in the best interest of the County.

The Architect/Engineer shall not be entitled to any charges for office rent or overhead 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 unless approved under reimbursables. 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 Services shall be considered a Reimbursable Expense as defined in Article 8 of this Agreement

Fee for Design of Additive Alternates authorized by the County will be considered a Basic Service, and the fee for these alternates, will be calculated by one of the two methods outlined above and as mutually agreed by the County and the Consultant.

Payments of the Construction Administration Services Fee, shall be made in monthly installments.

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

Compensation for authorized overtime services must be approved in writing by the Owner prior to incurring overtime charges. For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime work considered necessary and previously authorized in advance shall be computed with a multiplier of 1.1 times the overtime rate (hourly rate x 1.5) and number of hours (1.1 x overtime rate x number of hours of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. . Overtime is defined as work in excess of forty (40) hours.

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

### 7.3 PAYMENT FOR REIMBURSABLE EXPENSES:

The County will reimburse the Architect/Engineer for certain actual expenses incurred, as defined in Article 8 "Reimbursable Expenses" of this Agreement, provided the expenses are substantiated through submittal of corresponding bills, invoices or statements

### 7.4 CONTINGENCY ALLOWANCE ACCOUNT:

An Estimated Allowance Account is permissible as per Miami Dade County Code Section 2-8.1. This allowance Account will be used by the County's Department for unforeseen conditions necessitating additional services.

### 7.5 INVOICES AND METHODS OF PAYMENT:

The Architect/Engineer shall submit monthly and/or as agreed, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in this agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer will meet monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with the accepted project schedule. Monthly progress payments will be based on the monthly meeting with the Project Manager.

Provided there are no problems with an invoice, as determined by the Project Manager, it is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice, except for payments to small businesses which will be no longer than thirty (30) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear an interest of one percent (1%) of the unpaid balance, per month, starting thirty (30) days after the due date. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

### 7.6 PAYMENT TO SUB-CONSULTANTS:

All payments to Sub-Architect-Engineer(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer shall, upon receipt of progress and/or final billing(s) from such Sub-Architect/Engineer(s) for Services satisfactorily performed, incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es), in the next following invoice submitted by the Architect/Engineer to the County. The Architect/Engineer shall not submit invoices that include charges for Services by Sub-Architect/Engineer(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such Sub-Architect/Engineer(s). The Architect/Engineer shall make all payments to such Sub-Architect/Engineer(s) promptly following receipt by Architect/Engineer of corresponding payment from the County. Prior to any payments to Sub-Architect/Engineer(s),

the Architect/Engineer shall, if requested by the Project Manager, furnish to the County a copy of the agreement(s) providing for such payments.

#### **7.7 CONSEQUENCE FOR NON-PERFORMANCE:**

Should the Architect/Engineer fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the County resulting from such delay.

#### **7.8 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:**

In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the County to advertise the Contract Documents for bids, or the County's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:

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

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

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

No payment shall be made by the County to the Architect/Engineer for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.

### **ARTICLE 8 - REIMBURSABLE EXPENSES**

Any Reimbursable Expenses shall be approved by the County in advance and authorized by a Service Order.

Reimbursable Expenses to the Architect/Engineer per this Agreement are as follows:

8.1 Sub-Specialty Consultants, when recommended by the Architect/Engineer and approved by the County in writing and when in the opinion of the Architect/Engineer said Sub-Specialty Consultant services are necessary for the accomplishment of the Services.

8.2 All printing and reproduction costs as specified herein and those costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the County to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

- 8.3 Travel expenses, if necessary, shall be reimbursed in accordance with Florida Statutes and Miami-Dade County Administrative Order No. 6-1.
- 8.4 Costs/Fees paid for securing approvals of authorities having jurisdiction over the work.
- 8.5 Costs for mailing, or Courier services of bid documents, cell phones and/or laptops (if required).
- 8.6 Rental of specialized equipment and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the County upon completion of the work and authorization was granted for the purchase by the County.
- 8.7 Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.
- 8.8 Software Fees for license obtained under the Owner's name will be reimbursed.
- 8.9 Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his/her designee.

## **ARTICLE 9 - SPECIAL PROVISIONS**

9.1 The Architect/Engineer selected for a work assignment under this contract is required to comply with the specific local and federal guidelines applicable to the particular County Agency requesting the services of the consultant. The specific participation requirements shall be discussed by the individual Agency with the selected Architect/Engineer and made a part of the service order for each project assignment.

9.2 Architect/Engineer services for work assignments under this agreement that will utilize in part or in whole, federal or grant funding, will be solicited in such a manner to be in compliance with the Federal Agency's or Grantor's mandates. Firms will agree to and understand that they must comply with the mandatory standard and policies of the specific Federal Agency or Grantor to provide the services. This could include but not limited to Fair Labor Standards, Security Sensitive Information, The Clean Air Act and Energy Policy and Conservation Act.

Also, certain clauses of this agreement may be exempted such as but not limited to Local Preference, Inspector General fees and Small Business Preferences if required to be in compliance.

The applicable Terms and Conditions will be enumerated in the solicitation. The selected consultant/s will be required to certify to the County that it will comply with all the applicable Terms and Conditions in full as part of the Service Order.

ARCHITECT/ENGINEER (CORPORATION)

AECOM TECHNICAL SERVICES, Inc.  
(Legal Name of Corporation)

ATTEST:

Secretary: CA Sz

By: [Signature]  
(Architect/Engineer-Signature)

Charles Szurgot  
(Type Name & Title)

PEDRO G. HERNANDEZ V.P.  
(Type Name & Title) Authorized Signatory

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

\_\_\_\_\_  
(Legal Name)

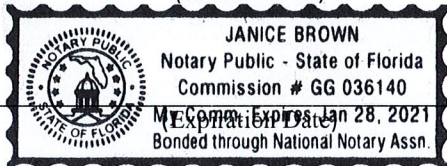
Witness: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Notary Public: [Signature]  
(Signature and Stamp)

\_\_\_\_\_  
(SSN or FEIN)  


MIAMI-DADE COUNTY, FLORIDA

ATTEST:

Harvey Ruvin

\_\_\_\_\_, CLERK

BY: [Signature]  
(Deputy Clerk)

\_\_\_\_\_  
(Legal Name)  
BY: [Signature]  
Carlos A. Gimenez Mayor

(Dade County Seal)

Approved as to form and Legal Sufficiency



[Signature]  
Assistant County Attorney



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** July 21, 2026

**FROM:**   
Glen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 votes (majority of membership) \_\_\_\_, CDMP 2/3 members present but not less than 7 votes (majority of membership) \_\_\_\_, CDMP 9 votes (2/3 membership) \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Danielle L. L. L.* Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(1)  
7-21-26

RESOLUTION NO. R-617-26

RESOLUTION WAIVING COMPETITIVE BIDDING BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT IN ACCORDANCE WITH SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR LIMITED OWNER'S REPRESENTATIVE ADVISORY SERVICES IN THE AMOUNT OF \$2,024,106.00 FOR THE NEW INTEGRATED COMMAND AND COMMUNICATIONS CENTER (IC3) AT THE LIGHTSPEED FACILITY LOCATED AT 11500 NW 25 STREET, SWEETWATER, FLORIDA, PROJECT NO. DB20-1SD-01, CONTRACT NO. I190038; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED IN THE AGREEMENT, INCLUDING ANY RIGHTS OF RENEWAL AND TERMINATION

**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:

**Section 1.** Adopts and incorporates the foregoing recital as if set forth herein.

**Section 2.** Finds that it is in the best interest of Miami-Dade County to waive competitive bidding by a two-thirds (2/3) vote of the Board members present in accordance with section 5.03(D) of the Home Rule Charter and section 2-8.1 of the Code of Miami-Dade County in connection with the execution of the contract identified in section 3 of this Resolution.

**Section 3.** Approves and authorizes the County Mayor or the County Mayor's designee to execute the Agreement for Limited Owner's Representative Advisory Services ("Agreement") for the New Integrated Command and Communications Center (IC3) at the Lightspeed Facility, in the amount of \$2,024,106.00, for limited owner's representative advisory

services on behalf of Miami-Dade County for the project located on County-owned property at 11500 NW 25 Street, Sweetwater, Florida, in substantially the form attached to the accompanying memorandum as Attachment 1 and made a part hereof..

**Section 4.** Authorizes the County Mayor or County Mayor’s designee to exercise all rights contained in the Agreement, including any rights of renewal and termination.

The foregoing resolution was offered by Commissioner **Vicki L. Lopez** , who moved its adoption. The motion was seconded by Commissioner **Roberto J. Gonzalez** and upon being put to a vote, the vote was as follows:

|                                 |            |                                   |
|---------------------------------|------------|-----------------------------------|
| Anthony Rodriguez, Chairman     |            | <b>aye</b>                        |
| Kionne L. McGhee, Vice Chairman |            | <b>aye</b>                        |
| Marleine Bastien                | <b>aye</b> | Juan Carlos Bermudez <b>aye</b>   |
| Sen. René García                | <b>aye</b> | Oliver G. Gilbert, III <b>aye</b> |
| Roberto J. Gonzalez             | <b>aye</b> | Keon Hardemon <b>absent</b>       |
| Danielle Cohen Higgins          | <b>aye</b> | Vicki L. Lopez <b>aye</b>         |
| Natalie Milian Orbis            | <b>aye</b> | Raquel A. Regalado <b>aye</b>     |
| Micky Steinberg                 | <b>aye</b> |                                   |

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of July, 2026. 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.

MAG

Miguel A. Gonzalez