

RESOLUTION NO. 2023-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO A CONTRACT WITH COBB,
FENDLEY & ASSOCIATES, INC. FOR PROFESSIONAL
SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village Manager wishes to enter into a contract with Cobb, Fendley & Associates, Inc. for Professional Services;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, to “piggyback” on an existing contract between Cobb, Fendley & Associates, Inc. and Miami-Dade County Florida (Contract No. EDP-PSA-2017 R), and enter into an agreement with Cobb, Fendley & Associates, Inc; for professional services.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of October, 2023.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda

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Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

VILLAGE OF PINECREST
Office of the Village Manager

DATE: October 2, 2023

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA CM, Village Manager

RE: Resolution Authorizing Piggyback Contract for Professional Services with Cobb, Fendley and Associates, Inc.

Attached for your consideration, please find a contract between Miami-Dade County and Cobb, Fendley and Associates, Inc. for professional architectural and engineering services. In accordance with Village procurement policy, it is recommended the Village Council authorize the Village Manager to enter into a Piggy-back contract with Cobb, Fendley and Associates, Inc. in an amount not to exceed \$400,000 per year for the provision of professional engineering services for miscellaneous projects including roadway design, storm sewer and drainage systems, hydraulics and hydrology wastewater collection & treatment, traffic engineering services, GIS services and construction management services.

The funding sources for this contract include the Transportation Fund, Stormwater Utility Fund, CITT Fund and Capital Project Fund.



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**EQUITABLE DISTRIBUTION PROGRAM
CONTINUOUS PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO.: EDP-PSA-2017 R**

THIS AGREEMENT

Made as of the 30th day of April in the year 2019

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:** Cobb, Fendley & Associates, Inc.
Address: 13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone Number: 713.462.3242
Fax Number: 713.462.3262

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 Consultant 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 based upon any work authorizations 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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WITNESSETH

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 Consultant to perform any portion of the Work, including but not limited to the Consultant's employees, officers, contractors, inspectors and Sub consultants 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 **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the County.
- 1.11 **CHANGE ORDER:** A written agreement executed by the County and the Contractor, covering modifications to the Contractor's Contract.
- 1.12 **CONSTRUCTABILITY:** The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.

- 1.13 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.14 CONSULTANT: The architect/engineer who has entered into a contract with the County to provide basic, additional and worksite services under this Agreement, and who shall act as the County's representative for the duration of the project, inclusive of the Warranty Phase.
- 1.15 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.
- 1.16 CONTRACT DOCUMENTS: The legal agreement between the County and the Consultant for performance of Work.
- 1.17 CONTRACTOR: The firm, company, corporation or joint venture contracting with the County for performance of Work covered in the Contract Documents.
- 1.18 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.
- 1.19 COUNTY: Miami-Dade County or the Owner as described below. The term County as used in this Agreement shall exclude the: Department of Planning and Zoning; Building Department; Department of Environmental Resources Management; Public Works; Fire Department; and Water and Sewer Department and their successors departments, when acting in their capacities as regulatory or permitting agencies.
- 1.20 DEDICATED ALLOWANCE ACCOUNT(S): An account contained within the Proposal items which establishes a specific amount to be used to perform specific work as identified within the Dedicated Allowance, such as reimbursement for permits, traffic control police, etc. Any money not directed to be used by the Architect/Engineer, within a Dedicated Allowance account remains with the County.
- 1.21 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.
- 1.22 DEPARTMENT: A department of Miami- Dade County represented by and acting through the Director or his/her Designee(s).
- 1.23 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.

- 1.24 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.
- 1.25 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.
- 1.26 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.
- 1.27 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.
- 1.28 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.
- 1.29 FIELD REPRESENTATIVE: An authorized representative of the County providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.
- 1.30 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.
- 1.31 INTERNAL SERVICES DEPARTMENT (ISD): A department of Miami-Dade County that provides support services to County departments and agencies, based from a consolidation of previous departments including Americans with Disability Act Coordination, Capital Improvements, General Services Administration, Human Resources and Procurement Management.
- 1.32 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.
- 1.33 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.

- 1.34 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.
- 1.35 Owner: Miami-Dade County
- 1.36 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.
- 1.37 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% Contract Documents |
| Phase 3B | - | 75% Contract Documents |
| Phase 3C | - | 100% Contract Documents |
| Phase 3D | - | Bid Documents |
| Phase 4 | - | Bidding & Award of Contract |
| Phase 5 | - | Construction Administration Services |
- 1.38 PLANS: The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.
- 1.39 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.
- 1.40 PROGRAM: The initial description of a Project that may comprise of line drawings, narrative, cost estimates, Project Budget, etc.
- 1.41 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.42 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.

- 1.43 **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 consultants employed by the County.
- 1.44 **PROJECT MANAGER (PM):** An individual designated by the Director to represent the County during the design and construction of the Project.
- 1.45 **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.
- 1.46 **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.
- 1.47 **RECORD DRAWINGS (AS-BUILT DRAWINGS):** Reproducible drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant based on marked-up as-built prints, drawings and other data furnished by the Contractor.
- 1.48 **REIMBURSABLE EXPENSES:** Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by 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.
- 1.49 **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.
- 1.50 **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.
- 1.51 **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.

- 1.52 SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.
- 1.53 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, permitting fees, etc.
- 1.54 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-consultants contracted by the Architect/Engineer must be an approved participant in the EDP.
- 1.55 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. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.
- 1.56 USING AGENCY: The department, division, bureau or other subdivision of the County, for whom the project is required.
- 1.57 USER: The department, division, bureau or other subdivision of the County, for which the project is required.
- 1.58 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the County, to ensure that program and operational needs are being met.
- 1.59 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.
- 1.60 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.61 WORK ORDER: A written order, authorized by the County, directing the Contractor to perform work under a specific allowance account or which directs the Contractor to perform a change in the work that does not have a monetary impact.

- 1.62 **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.
- 1.63 **WORK-SITE SERVICES:** Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the 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 Consultant with the following information, or may authorize the Consultant 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 Consultant and all invoices for payment to the Consultant.
- B) The Consultant shall have general responsibility for management of the work authorization assignment through all Phases of the work included in this Agreement. The Consultant 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:

- A) In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, the Architect/Engineer agrees to indemnify, protect, defend, and hold harmless the County, their elected officials, officers, and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of the Work.
- B) The indemnification obligation under this cause shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Architect/Engineer and/or any subcontractor or Sub A/E, including but not limited to, under the worker's compensation acts, disability benefit acts, or other employees benefits acts.
- C) In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Architect/Engineer agrees to defend against any such claims or actions by making available to the Owner any and all project related information requested or required for such defense.
- D) To the extent this indemnification clause or any other indemnification clause in this agreement does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes.
- E) This section shall survive expiration or termination of 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 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 EDP service orders issued under this Agreement. The Consultant shall furnish to Miami-Dade County, c/o Internal Services, 111 N.W. 1st Street, Suite 2130, Miami, Florida 33128-1909, Certificate(s) of Insurance which indicate that insurance coverage has been obtained. 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, by of 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.

3.2.2 Certificate of Insurance: The Architect/Engineer shall furnish certificates of insurance to the County prior to commencing any operations. Certificates shall clearly indicate that the Architect/ Engineer have 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.

3.2.3 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.

3.2.4 Professional Liability Insurance;

Construction cost -under \$1,000,000:

Professional Liability Insurance in an amount not less than \$250,000.

Construction cost -\$1,000,000 - \$2,000,000:

Professional Liability Insurance in an amount not less than \$500,000.

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

3.2.6 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.

3.2.7 Upon notice from the Office of Capital Improvements (OCI), 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.

3.2.8 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.

3.2.9 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 Consultant to execute a modification may result in the Consultant's removal from consideration for future work under this program.

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-consultants and other purchased services, etc., necessary to complete said Services.

3.6 SUB-CONSULTANTS:

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

All Sub-consultants must be active EDP participants, unless exempted in writing by ISD. The Architect/Engineer shall not change any Sub-consultant 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-consultant 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-consultant from the Architect/Engineer to the County. The Architect/Engineer shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the 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 WORK ASSIGNMENTS:

In order for Consultants to participate and maintain active EDP status, the Consultant 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 Consultant 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 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. Participants are required to submit reports documenting their gross fees paid and amount distributed to the sub consultants on all the firms new and existing County contracts, including EDP service orders, submit an affidavit affirming three (3) years

past history of dollars awarded and paid for by the County as a prime and/or sub consultant and upon notice, execute the EDP professional services agreement and maintain the required insurance.

Each firm's EDP rotational position for a technical certification category is based on ISD's standard formula to calculate the firm's three prior year's net compensation and/or potential compensation for professional services rendered on County projects. Firm longevity factors such as, the number of years in business, number of years with headquarters in the County and number of years in the EDP program may also be considered.

ISD may establish compensation and/or assignment thresholds to achieve a more equal distribution of work.

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 Work Assignments: Shall be in accordance with any Ordinance, Resolution, Implementing Order, Administrative Order, and policy and procedure in effect at the time of a Service Order or Work Assignment is issued. Each 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 work authorization and the method of compensation determined and agreed to, prior to proceeding with the work authorization.

User departments submit the work assignment request including a detailed scope of work to ISD for assignment of appropriate design professionals in the EDP.

The user department shall review the qualifications of the prime firms provided by ISD and select the most qualified firm. Provided the prime firm is in compliance with the program mandates, Departments will proceed with negotiating the services. 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 from the firms provided by ISD.

If negotiations fail with the most qualified firm, the user department shall immediately notify ISD of such failure and begin negotiations with the next most qualified firm.

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 consultant upon completion of the service order. Poor performance may result in suspension from the program.

If a Department requires specific expertise within a particular technical certification, ISD is authorized to survey firms within the EDP rotation for the assignment.

Additionally, ISD may, upon the written request of the user department director, approve a specific firm qualified in the appropriate technical areas when deemed in the best interest of the County.

Firms will be required to report to the user agency all fees earned as a prime and/or sub consultant on each EDP assignment.

In the event that any work authorization 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.

3.7.2 Utilization Report (UR): Pursuant to County requirements, Consultants are required to report all monies received and paid for professional services including payments to Sub consultants(s) if applicable to the user agency. The EDP utilization reporting shall be in accordance with ISD Policies and Procedures.

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 or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. This Agreement will expire on or before December 31, 2019.

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 work authorizations 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, etc.

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, 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-consultant agreements. In addition, a violation by a respondent or Sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 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) following the end of the contract, whichever is later.

3.14 OFFICE OF THE INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

The attention of the successful respondent (Consultant or Architect/Engineer) to this Solicitation, herein referred to as the Consultant, is hereby directed to the requirements of MDC Code Section 2-1076; in that the Office of the MIAMI-DADE COUNTY INSPECTOR GENERAL (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Consultant from IG, the Contractor shall make all requested records and documents available to the IG for inspection and copying.

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge.

The 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.

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

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

3.15 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.15.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the County; however, the County may grant to the Architect/Engineer an exclusive license of the copyright to the Architect/Engineer 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.

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

3.15.3 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.

3.15.4 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.

3.15.5 The Architect/Engineer shall bind all Sub-consultants 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 SUBCONTRACTORS—RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES Pursuant to Sections 2-8.1, 2-8.8 (as amended by Ordinance No. 11-90) and 10.34 of the County Code, for all EDP assignments which involve the expenditure of one hundred

thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County (1) the race, gender and ethnic origin of the owners and employees of its first tier subcontractors/sub consultants using the Subcontractor/Supplier Listing form and (2) payments made to all first tier subcontractors/sub consultants under the contract using the Subcontractors Payment Report. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

3.17 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 Contract Document 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 Contract Documents and other documents or Services related thereto.

3.18 WARRANTY:

The Architect/Engineer warrants that the Services 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.

3.19 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 of the Work.

3.20 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.

3.21 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.

3.22 BABY DIAPER CHANGING ACCOMMODATIONS:

Architect/Engineer agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Resolution No. R-1337-98.

3.23 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.

3.24 ARCHITECT/ENGINEER RESPONSIBILITY:

3.24.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement 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 required under the Agreement shall be construed to relieve the Architect/Engineer or any Sub-consultant 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-consultants 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-consultants 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.

3.24.2 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.

3.25 ARCHITECT/ENGINEER PERFORMANCE EVALUATION:

In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change

Orders, and Reporting”, the 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.

3.26 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-consultants or team members within ninety days of the issuance of each service order. The reports must be submitted to Robert Myers, Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 207, Miami, FL 33130.”

3.27 FINANCIAL DISCLOSURE:

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

- A. A source of income statement
- B. A current certified financial statement
- C. 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.

4.2.1 ARCHITECTURAL BASIC SERVICES:

The Consultant agrees to provide complete professional architectural 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 Consultant 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".

4.2.1.1 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. The Consultant 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 Consultant 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.

4.2.1.2 The Consultant shall proceed with the work upon issuance of a work authorization by the County. The Consultant 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 Consultant 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.

4.2.1.3 The Consultant 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 Consultant shall not proceed with the next Phase of the project until issuance of a work authorization by the County.

The Consultant 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 Consultant 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 Consultant such authorization as may be necessary to avoid "out-of-pocket" expense to the Consultant.

4.2.1.4 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 Consultant 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.

4.2.1.5 The Consultant 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. Direct the Consultant to revise the scope and/or quality of construction, and re-bid the project. If the bid price exceeds total allocated funds by more than 10% the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the Total Allocated Construction Funds. The County may recognize exceptional construction market cost fluctuations before exercising this option;
- d. Suspend or abandon the project.

4.2.1.6 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.

4.2.1.7 The Consultant, 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.

4.2.1.8 The Consultant and his/her Sub-consultants 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 Consultant and his/her Sub-consultants will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the contract unless such failure of performance results from the Consultant's acts or omissions.

4.2.1.9 The Consultant shall be the interpreter of the requirements of the contract documents. The Consultant 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.

4.2.1.10 The Consultant shall have the authority to recommend rejection of work, which does not conform, to the contract documents.

4.2.1.11 The Consultant 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 Consultant 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.

4.2.1.12 The Consultant 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.

4.2.2 ENGINEERING BASIC SERVICES

The Consultant agrees to provide complete professional engineering services as set forth hereinafter, inclusive but not limited to all basic services requirements. The Consultant 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".

4.2.2.1 Preparing engineering studies and summary reports including necessary sketches and photography. Preparing hydro-geological studies, including modeling services, pilot plant and process studies.

4.2.2.2 Cooperate fully with the County to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations if required. The Engineer will assist the County in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues if required. The Engineer shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays resulting from Engineer's errors or omissions during construction.

4.2.2.3 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.

4.2.2.4 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.

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

4.2.2.6 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 Map 2000i 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 A/E 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.

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

4.2.2.8 The Engineer's Probable Construction Cost (including construction contingency allowance), listed by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

4.2.2.9 Project Budget: The Engineer shall examine in detail, the estimated construction costs furnished by the County. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the County in writing as to the adequacy of the funds required to complete the Project through the construction phase.

4.3 MEETINGS:

4.3.1 As part of providing the Basic Services, the Architect/Engineer shall attend all 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/Engineer and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the 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 consultants 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, and will be compensated for as provided under Article 8, Section 8.02.

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-consultant(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the County.

5.2.5 Extra work required, as directed by the County, to break the Project into more bidding packages than specified in herein or Article 9 "Special Provisions" of this Agreement, including making studies and advising the County of the number and type of construction contracts, taking

into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the County and Users (if applicable).

5.2.6 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-consultants engaged by the Architect/Engineer. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Contract Documents as necessary; preparation of Change Orders, Work Orders, Bulletins, and other appropriate documentation; 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.

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

5.2.8 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.

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

5.2.10 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.

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

5.2.12 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.

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

5.2.14 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.

5.2.15 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.

5.2.16 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-consultants engaged by the Architect/Engineer.

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

5.1.18 Interior design services

5.1.19 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.

5.2.20 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.

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, performed in accordance with Construction Inspection Services Manual, 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 Consultant 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.

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 Contractor Documents 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 - SUB-CONSULTANTS

6.1 SUB-CONSULTANTS' RELATIONS:

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

6.1.2 The Consultant shall not change any Sub-consultant without the County's approval. The Consultant shall submit a written request stating the reasons for the proposed change and be routed through the using agency's project manager or department head for approval.

6.1.3 All Sub-consultants shall be participants in the EDP. The Consultant shall utilize Sub-consultants from the EDP. In the event that a specialty sub-consultant is required and not a participant in the EDP, ISD may approve a non-participant consultant.

6.2 PROJECT MANAGEMENT:

6.2.1 The ISD 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 assignment and shall approve all work authorizations to the Consultant and all invoices for payment to the Consultant.

6.2.2 The Consultant shall have general responsibility for management of the work authorization assignment through all Phases of the work included in this Agreement. The Consultant 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.

ARTICLE 7-EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

7.1 EQUAL EMPLOYMENT OPPORTUNITY:

7.1.1 The Architect/Engineer shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Architect/Engineer shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

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

7.1.3 The Architect/Engineer shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

7.2 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 of Transportation, as amended from time to time.

7.3 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 7.2 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.

7.4 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 by 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 7.1 Employment Discrimination and Section 7.2 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-consultant 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.

7.5 DISABILITY NONDISCRIMINATION AFFIDAVIT:

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

7.6 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 8 - COMPENSATION FOR SERVICES

8.1 BASIC SERVICES FEE:

The County agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed by one of the methods outlined under Sections 8.1, 8.2, and 8.3, of this Agreement.

8.1.1 Percentage of Construction Cost

8.1.1.1 A fee of (negotiated per work authorization) % based on the "Applicable Construction Cost Factor", as defined below, for construction of the work assignment, said percent being hereinafter called the "Basic Fee". If the County authorizes an increase in the scope of the project or the Total Allocated Funds for construction of the project, the Basic Fee will be adjusted.

- a. The "Applicable Construction Cost Factor" shall be the Total Allocated Construction Funds or the Consultant's estimate of Probable Construction Cost, whichever is lower, less the Construction Contract Allowances, as identified on the work authorization.
- b. The "Applicable Construction Cost Factor" for Phase V shall be the "Actual Construction Cost". The "Actual Construction Cost" does not include any unused portion of the Construction Contract Allowances, compensation of the Consultant, the cost of land, rights-of-way, works of art, and other costs, which are the responsibility of the County.

8.1.1.2 When a portion or all of the Construction Contract Allowances are utilized for authorizing changes to the construction contract, or a Change Order is required to

increase the work authorization amount the Consultant will be authorized an adjustment to the Basic Services Fee as provided herein. The Consultant shall be paid for changes to the work not attributable to errors in the construction documents at the rate stipulated pursuant to the percentage fee. The Consultant shall not be paid fees for any changes attributable to errors and omissions County requested changes shall be paid for at the rate stipulated for the percentage fee. Such compensation adjustments shall be authorized upon completion of Phase V of the project.

8.1.2 Fixed Sum

8.1.2.1 The Dollar Sum (negotiated per work authorization). Said sum hereinafter called the "Basic Fee" or total "Basic Compensation".

8.1.2.2 If the Total Allocated Funds for Construction of the project (including construction allowances), are increased or decreased by more than 20% or the scope of work for this project is significantly changed, inconsistent with previous approvals, the fixed fee shall be subject to re- negotiation. However, such fee adjustment will not be made retroactively to a phase, which had been completed and approved.

8.1.2.3 When a portion or all of the Construction Allowances are utilized for authorizing changes to the work authorization, the Consultant shall not be entitled to additional compensation unless the scope of work for this project is significantly changed, inconsistent with previous approvals.

8.1.2.4 If a Change Order to the work authorization is required to modify the scope of work, the Consultant will be authorized an adjustment to the Basic Services Fee as provided herein, at the rate equal to the percentage represented by the total basic services fee to the Construction Amount at award of the construction contract. County requested changes shall be paid for at the rate equal to the percentage represented by the total basic services fee to the Construction amount at award of the Construction contract. Such compensation adjustments shall be authorized upon completion of Phase V of the project.

8.1.3 Multiple of Direct Salary Expense

8.1.3.1 Fees calculated on an hourly basis shall be a multiple of (2.9) times the salary rate of the personnel directly engaged on the project and in no case shall the maximum billable hourly (including multiples) exceed (\$ 140.00) per hour for prime and Sub-consultant except as specifically provided herein.

The rate for personnel shall be as determined from the salaries reported to the Director of the Internal Revenue Service. If a full-time project Field Representative is required the multiple shall not exceed (2.2). Said fee shall be full compensation for supervision, overhead and profit.

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

8.1.3.3 Multiple of Direct Salary Expense services fees shall not include 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. The multiple factor set forth above shall cover all such costs pertinent to the project. Authorized reproduction costs in excess of that required at each Phase of the Work shall be considered a Reimbursable Service as defined in Article 9 of this Agreement.

8.1.3.4 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 three methods outlined above and as mutually agreed by the County and the Consultant.

8.1.3.5 Fee for work authorized from the Construction Contingency Allowance shall be authorized as provided in Article 8.1, 8.2 and 8.3.

8.1.3.6 Fee for Change Orders for work authorized from Construction Allowances shall be authorized as provided in Article 8.1, 8.2 and 8.3.

8.1.3.7 Payments of the Construction Administration Services Fee, Phase 5, shall be made in monthly installments.

8.1.3.8 In the event that Prolonged Period of Construction Administration Services, Phase 5, 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 contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.

8.2 PAYMENT FOR ADDITIONAL AND WORK SITE SERVICES:

The fee for Additional and Work Site Services authorized in accordance with the article "Additional and Construction Administration Services" of this Agreement will be computed by one of the following methods as mutually agreed to by the County and the Architect/Engineer:

Fixed Lump Sum

Multiple of Direct Salaries

8.2.1 Fixed Lump Sum: Under this compensation basis, the Architect/Engineer agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

8.2.2 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. All payments on the Multiple of Direct Salaries basis shall be in accordance with the payment for Additional Services section of this Article. 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.

8.2.3 The Fee to the Architect/Engineer for Additional, Work Site Services or Inspection Services based on a Multiple of Direct Salaries shall be determined as follows:

8.2.4 Compensation for all other personnel shall be in accordance with Article 8.1.3. The maximum rate of compensation for personnel including the multiple of direct salary shall not exceed \$ (140.00) per hour.

8.2.5 In the event the Department authorizes the Architect/Engineer to perform Work Site Services, compensation shall be at a multiple of (2.2) times the Direct Salaries. The maximum rate of compensation for personnel including the multiple of direct salary shall not exceed \$ (140.00) per hour.

8.2.6 Compensation for authorized overtime services shall be a multiple of (1.5) times the premium pay portion of the overtime services.

8.2.7 Architect/Engineer shall not invoice County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the County), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

8.2.8 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.

8.3 PAYMENT FOR REIMBURSABLE EXPENSES:

Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement will be reimbursed based on a direct cost basis by the County as verified by appropriate bills, invoices or statements.

8.4 INVOICES AND METHODS OF PAYMENT:

The Architect/Engineer shall submit monthly to the Project Manager, 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. The time at

which payment shall be due to small businesses shall be 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 interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County 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.

8.5 PAYMENT TO SUB-CONSULTANTS:

All payments to Sub-consultant(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-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es), in the next following invoice submitted by the Architect/Engineer to the County. The Architect/Engineer shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the County. Prior to any payments to Sub-consultant(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.

8.6 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.

8.7 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:

8.7.1 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.

8.7.2 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.

8.7.3 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.

8.7.4 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.

8.8 MAXIMUM PAYABLE FOR ADDITIONAL SERVICES, WORK SITE SERVICES AND REIMBURSABLE EXPENSES:

The aggregate sum of all payments to the Architect/Engineer for Additional Services, Work Site Services and Reimbursable Expenses payable on a Project shall not exceed what is permissible, per Miami-Dade County Code Section 2-8.1. Any portion of this sum for which the Project Manager does not authorize payment in writing shall remain the property of County. This amount is intended to establish a cumulative fund to be used for Additional Services, Work Site Services and Reimbursable Expenses.

ARTICLE 9 - REIMBURSABLE EXPENSES

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

- 9.1 Sub-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-consultant services are necessary of the accomplishment of the Services.
- 9.2 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.
- 9.3 Travel expenses, if necessary, shall be reimbursed in accordance with Florida Statutes and Miami-Dade County Administrative Order No. 6-1.
- 9.4 Costs/Fees paid for securing approvals of authorities having jurisdiction over the work.
- 9.5 Costs for boundary and topographical surveys authorized by the County.
- 9.6 Costs for material testing authorized by the County.
- 9.7 Costs for mailing of bid documents (if required).
- 9.8 Courier services to deliver documents (if required).
- 9.9 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.

- 9.10 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 10 - SPECIAL PROVISIONS

The following provisions are to be used AS APPLICABLE:

Contract Measures are not applicable to this contract, however, the consultant 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 consultant and made a part of the service order for each project assignment.

ARCHITECT/ENGINEER (CORPORATION)

Cobb, Fendley & Associates, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary: Monica Silver
(Signature and Seal)

By: Monica Silver
(Architect/Engineer – Signature)

Monica Silver, Senior Vice President, Secretary
(Type Name & Title)

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

(Legal Name)

Witness: _____

By: _____
(Signature)

Witness: _____
(Type Name)

(SSN or FEIN)

Notary Public: _____
(Signature and Stamp)

(Expiration Date)

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

Harvey Ruvin CLERK

BY: [Signature]
Deputy Clerk

By: [Signature]
for Carlos A. Gimenez, Mayor

(Dade County Seal)



Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney

AFFIDAVITS

SEE ATTACHMENTS



Miami-Dade County
Internal Services Department
Affirmation of Vendor Affidavits

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

Contract No.: EDP-PSA-2017 R Federal Employer Identification Number (FEIN): 74-2192879
Contract Title: Equitable Distribution Program Continuous Professional Services Agreement

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Monica Silver Senior Vice President Monica Silver
Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Cobb, Fendley & Associates, Inc. April 10, 2019
Name of Firm Date
13430 Northwest Freeway, Suite 1100 Houston, Texas 77040
Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Texas County of Harris

Subscribed and sworn to (or affirmed) before me this 10th day of April 20 19

by Monica Silver He or she is personally known to me or has produced identification

Type of identification produced _____

[Signature] 130016481
Signature of Notary Public Serial Number

12/20/2022 _____
Expiration Date Notary Public Seal



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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 3.1. A predecessor or successor of a person convicted of a public entity crime: or
 - 3.2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
5. I understand that 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, proposal or reply for a contract to provide any goods or services to a public entity, construction or repair of a public building or public work, lease of real property to a public entity or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity and may not transact business with a public entity in excess of the threshold amount provided in Florida Statute section 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in either the management of the entity, or any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in either the management of the

entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

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

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

The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

By: Monica Silver
Signature of Affiant
Monica Silver, Senior Vice President
Printed Name of Affiant and Title

7 / 4 - 2 / 1 / 9 / 2 / 8 / 7 / 9
Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 10th day of April, 2019

He/She is personally known to me or has presented _____ as identification.

[Signature]
Signature of Notary

Ami Obourn-Gouldie
Print or Stamp Name of Notary

Notary Public - State of Texas

Type of identification
130016481
Serial Number
12/20/2022
Expiration Date

Notary Seal

