

Departmental Standard Operating Procedure
Miami-Dade County Aviation Department
DSOP No. 01-05
Effective: February 15, 2001

**SUBJECT: CONTRACT MANAGEMENT AND PROFESSIONAL SERVICES
PROCEDURES**

PURPOSE AND SCOPE: To establish general guidance for the management and administration of contracts and professional agreements with and between the Miami-Dade County Aviation Department and its vendors, contractors, and service providers.

I. AUTHORITY:

- A. [Section 4.02 of the Miami-Dade County Charter](#) Sections 2.11 and 211.1 of the Code of Miami-Dade County.
- B. [Operational Directive 99-03, Aviation Department Written Directive System.](#)

II. DEFINITIONS:

- A. *Contract/Project Manager* - An individual authorized by the Aviation Department to do one or more of the following as part of the assigned duties:
 - 1. Order, coordinate, or direct the provision of goods or services from an entity outside the Aviation Department.
 - 2. Authorize the payment for goods or services provided to the Department.
 - 3. In the normal course of business contact vendors, consultants, concessionaires, and others doing business with the department concerning their business activities.
 - 4. Act as an agent for the Department.
 - 5. Act as a fiduciary.
- B. *Contracts* - for the purposes of this DSOP, include but are not limited to:
 - 1. Purchase Orders and Blanket Agreements (POs).

2. Professional Engagement Agreements (PEAs) – previously PSAs, or Project Specific Services Agreements (PSSA) – Professional Agreements.
 3. Concession Agreements.
 4. Permits and Test Permits.
 5. Grants.
 6. Bond Agreements.
 7. Construction contracts.
 8. Management Agreements.
 9. Interdepartmental Agreements.
- C. *Fiduciary* - One who holds goods in trust for another or who holds a position of trust and confidence. Anyone who is entrusted in making decisions regarding the funds or finances of the Miami-Dade Aviation Department. This would include authorizing payments, certifying invoices as correct or receiving goods for the Department.

III. POLICY:

- A. It is the policy of the Department that all employees who manage or administer contracts exercise due diligence, and a standard of care and skill sufficient to insure that all contract terms are fully followed.
- B. All Contract Managers must maintain an arms-length relationship with those dealing with the County or the Department and are expected to be scrupulously honest. They should consistently use their best efforts to further the County's and the Department's best interests.
- C. All Contract Managers must avoid situations in which their personal interests are in conflict with those of the County and the Department.
- D. Contract Managers are expected to be, and must appear to be, above reproach in their dealings with outside entities on behalf of the County and the Department.
- E. All employees shall abide by [Administrative Order \(A.O.\) 3-27, Code of Silence](#).
- F. Effective immediately, all persons involved in developing or managing professional agreements and contract documents will comply with the procedures delineated in this DSOP.

IV. GENERAL GUIDANCE:

- A. As County employees, Contract Managers have a duty to obey all lawful instructions given by the Director and Department supervisors delegated by the Director to act on the Director's behalf. Failure to obey lawful instructions may result in personal liability as well as administrative discipline. However, no employee may be instructed or ordered to commit a crime, an unlawful act or to violate established County rules. When confronted by such an apparent situation, the employee will:
1. Advise the person giving the unlawful/inappropriate order of the concern and provide an opportunity for the discrepancy to be explained.
 2. If the explanation does not eliminate the concern and the order is to commit a crime or an illegal act, immediately notify a higher level supervisor for guidance.
 3. If the explanation does not eliminate the concern and the order is to commit an act that appears inappropriate or questionable, the employee should use common sense or judgement reference following the order at that precise time, then exercise the affirmative duty to report any and all inappropriate orders to a competent authority such as the Office of the Inspector General.
 4. In the absence of immediate availability of instructions, Contract Managers are to exercise best judgement and to seek assistance at the first practicable time.
- B. Contract/Project Managers assigned to a specific project are delegated the authority necessary to act as agents for the Department in the normal course of business arising from their assigned contract in accordance with [A.O. 3-27](#).
1. Contract/Project Managers are not authorized to act beyond the scope of the contract, or to make representations that would lead a reasonable person to believe that the contract manager is so authorized.
 2. Contract/Project Managers are cautioned to avoid situations where an action on their part could ratify an act or condition not found in the contract. Example: acceptance of activities or performance conditions not covered by the contract could be viewed as ratifying a change in contract terms.

V. GENERAL PROCEDURES FOR CONTRACT MANAGEMENT:

- A. Upon assignment of the duty to manage a contract, the Contract/Project Manager must:
1. Obtain a complete copy of the contract to include authorizing resolutions, all modifications, change orders, and addenda.
 2. Become familiar with the contract. Read the contract and related documents including but not limited to the Request for Proposal, (RFP), Request for Qualifications (RFQ) and/or other procurement documents.
 3. Make an outline of key contract provisions:
 - a. dates – payments due, contract termination/renewal, etc.
 - b. the Contractor's responsibilities under the contract
 - c. County/Department obligations under the contract
 - d. approved rates and charges – hourly rates, markups, minimum amounts, etc.
 4. Set up and maintain a timeline and/or suspense file to schedule deliverables, renewals and other key actions. Notify others involved in the contracting process of these dates in a timely manner.

Process invoices promptly in accordance with Section [2-8.2 of the County Code, Ordinance 94-40](#) and [A.O. 3-19](#).

- B. During the life of the contract the Contract/Project Managers must:
1. Document all correspondence with the contractor.
 2. Put all relevant actions and approvals in writing.
 3. Enforce all contractual provisions and timelines. Advise the supervisor of any deviations on the part of the contractor.
 4. Not authorize any payments greater than contracted prices without Board of County Commissioners' approval.
 5. Not allow unauthorized substitutions.
 6. Not act beyond the delegated scope of authority.

7. Make no promises or commitments to the contractor not expressly provided in the contract. The Contract/Project Manager's word could become a guarantee of performance under the contract thus binding the County or the Department.
8. Payment will not be authorized for:
 - a. work not performed
 - b. goods not delivered
 - c. substandard performance
9. Maintain an arms-length relationship with the contractor.
10. Avoid any conflict of interest.
11. Report to the appropriate authority any and all activities not in strict conformance with contract terms or with this DSOP.

VI. ASSIGNING WORK TO PEA CONSTRUCTION POOLS:

A. Definitions:

1. *Professional Services Pool* - A grouping of firms with PEAs for performing a specific type of work (interior design, environmental remediation, civil engineering, etc.). The Department can assign work of that type to any member of the pool.
2. *Current Agreement Value* – The dollar value sum of monies actually paid to a firm for work on a project that has been completed and closed plus the estimated dollar value of work assigned under the contract for new or ongoing projects.

B. Procedures:

1. Procurement Contracts Administration will maintain a list of all firms in each PEA Pool and the Current Contract Value for each firm.
2. The Contract/Project Manager requiring work from a given pool of PEAs will provide a written request to Procurement Contracts Administration, identifying the scope of the work and the estimated dollar value.

3. Procurement Contracts Administration will identify the firm in the PEA Pool with the lowest Current Contract Value. The work will be assigned to that firm.
4. Should the firm decline the assigned work, this will be documented in writing and the work will be assigned to the firm with the next lowest Current Contract Value.
5. Records will be maintained to track:
 - a. the sequence of all work assigned to each PEA Pool
 - b. the sequence of work assigned to, accepted by, or declined by each firm
 - c. the Current Contract Value for each firm

VII. ISSUING WORK ORDERS ON CONTRACT DOCUMENTS AND OPEN SERVICE ORDERS ON PEAs:

- A. The practice of issuing Work Orders or Open Service Orders to reserve the unused dollar value of PEAs or contracts about to expire (contract time expiration) for future use will not be done by the Miami-Dade Aviation Department without written approval from the Director.
- B. Procedure:
 1. When an existing PEA or contract with dollar value left unassigned is nearing its expiration date, the assigned contract or project manager will review the operational need for continued services under that PEA or Contract document.
 2. If operationally needed, an amendment or Change Order for a time extension only will be prepared and routed through the normal channels.
 3. This review process will take place at least six months before the contract expiration date to allow adequate time for implementing the Change Order or amendment before the contract expires.

Procurement Contracts Administration notifies the Project Manager (Technical) of professional agreements and contract expiration dates in increments of 3, 6, 9, 12 months.

REVOCATION: None.

CROSS REFERENCES: [A.O. 7-1 \(revised 10/18/1983\), Conflict of Interest; and A.O. 3-27, Cone of Silence.](#)

(Original signed)

Gary J. Dellapa, Aviation Director

Date: February 15, 2001