

MEMORANDUM



Date: September 4, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Contract Award Recommendation for South Miami Heights Maintenance Facility - Project No: A06-WASD-01; Contract No: A06-WASD-01

Agenda Item No. 8(R)3a

Recommendation

This recommendation for award for Contract No. A06-WASD-01 between Wolfberg Alvarez & Partners, Inc. and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval. The consultant is to provide architectural and engineering design services, assist in obtaining construction permits, provide assistance during procurement of a construction contract and provide technical assistance during construction for the South Miami Heights Maintenance Facility (SMHMF).

Scope

PROJECT NAME: South Miami Heights Maintenance Facility

PROJECT NO: A06-WASD-01

CONTRACT NO: A06-WASD-01

PROJECT DESCRIPTION: To provide architectural and engineering design and limited construction management services for the construction of the new South Miami Heights Maintenance Facility.

PROJECT LOCATION: The facility is located on 17.5 acres at 19000 SW 108 Avenue, Miami, FL

PRIMARY COMMISSION DISTRICT: District 9 Dennis C. Moss

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: A06-WASD-01

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCE: SOURCE
WASD Revenue Bonds Sold, Wastewater Connection Charges, and Water Connection Charges

PTP FUNDING: No

2007 JUN 19 PM 1:05
RECEIVED
MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS

GOB FUNDING: No

CAPITAL BUDGET PROJECTS:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	9653201-WASTEWATER GENERAL MAINTENANCE AND OFFICE FACILITIES Book Page: 312 Funding Year: Adopted Capital Budget Book for 2006-07 from Prior Years' Funding	\$3,250,000.00
	9650271-WATER GENERAL MAINTENANCE AND OFFICE FACILITIES Book Page: 320 Funding Year: Adopted Capital Budget Book for 2006-07 from Prior Years' Funding	<u>\$652,500.00</u>
	Project Totals:	\$3,902,500.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 14.00 ARCHITECTURE
	Prime 18.00 ARCHITECTURAL CONSTRUCTION MANAGEMENT
	Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
	Other 10.05 ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
	Other 11.00 GENERAL STRUCTURAL ENGINEERING
	Other 12.00 GENERAL MECHANICAL ENGINEERING
	Other 13.00 GENERAL ELECTRICAL ENGINEERING
	Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
	Other 16.00 GENERAL CIVIL ENGINEERING
	Other 20.00 LANDSCAPE ARCHITECTURE

NTPC'S DOWNLOADED: 154

PROPOSALS RECEIVED: 19

CONTRACT PERIOD: 2190 Calendar days; 6 years - Design/Easements/Environmental Remediation/Permits= 3 years; Bid= 1 year; Construction Services= 2 years

CONTINGENCY PERIOD: 219

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

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BASE ESTIMATE:	\$3,500,000.00			
BASE CONTRACT AMOUNT:	\$3,500,000.00			
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$350,000.00	
ART IN PUBLIC PLACES :	\$52,500.00	1.50%		
TOTAL DEDICATED ALLOWANCE:	\$52,500.00			
TOTAL AMOUNT:	\$3,902,500.00			

Track Record / Monitor

EXPLANATION: At the First Tier meeting, on February 7, 2007 the Competitive Selection Committee selected the top 6 ranked firms out of the 19 firms that submitted proposals to make a presentation at the Second Tier meeting. On March 15, 2007, at the Second Tier meeting, the Competitive Selection Committee ranked Wolfberg Alvarez & Partners, Inc. as the highest ranking firm. The Negotiation Committee was approved on March 21, 2007. The Negotiation Committee first met on April 24, 2007 and concluded its negotiations with Wolfberg Alvarez & Partners, Inc. on May 10, 2007. This is the recommendation to award the project to Wolfberg Alvarez & Partners, Inc.

In order to determine the consultant's track record, MDWASD contacted the Aviation Department and was informed that Wolfberg/Alvarez and Partners, Inc. has performed at a satisfactory level. In addition, the consultant has performed work for various Miami-Dade County departments, however, at this time, there are no evaluations in the CIIS database.

SUBMITTAL DATE: 12/15/2006

ESTIMATED NOTICE TO PROCEED: 10/1/2007

PRIME CONSULTANT: Wolfberg/Alvarez and Partners, Inc.

COMPANY PRINCIPAL: Aris Garcia, AIA

COMPANY QUALIFIERS: Aris Garcia, AIA

COMPANY EMAIL ADDRESS: www.wolfbergalvarez.com

COMPANY STREET ADDRESS: 1500 San Remo Avenue, Suite 300

COMPANY CITY-STATE-ZIP: Coral Gables, Florida 33146

YEARS IN BUSINESS: 31

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Wolfberg Alvarez & Partners, Inc., has held seven (7) contracts with various Miami-Dade County Departments for a total dollar value of \$7,071,832.00

SUBCONSULTANTS: Nafah & Partners Consulting Engineer, Inc; TWR Engineers, Inc; Cherokee Enterprises, Inc; O'Leary Richards Design Associates, Inc; J. Bonfill & Associates, Inc; and Kaderabek Company

MINIMUM QUALIFICATIONS No
EXCEED LEGAL
REQUIREMENTS:

REVIEW COMMITTEE: MEETING DATE: 9/6/2006 SIGNOFF DATE: 9/19/2006

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	MEASURE GOAL	COMMENT
CBE	35.00% CBE	
CWF	0.00% Not Applicable	

MANDATORY CLEARING
HOUSE: No

CONTRACT MANAGER
NAME/PHONE/EMAIL: Franklyn E. Jarman 786-552-8545 FJARM@miamidade.gov

PROJECT MANAGER
NAME/PHONE/EMAIL: Patty David 786-552-8040 pattyd@miamidade.gov

Background

BACKGROUND: The consultant is to provide architectural and engineering design services, assist in obtaining construction permits, provide assistance during procurement of a construction contract and provide technical assistance during construction for the SMHMF. The proposed facility is anticipated to include approximately 126,000 square feet of new construction encompassing administration offices, maintenance shops, warehouse and storage areas, and a maintenance garage. Additionally, a vehicle fueling facility, emergency generators, extended parking for vehicles and trucks and a construction materials storage yard are planned for the SMHMF.

BUDGET APPROVAL
FUNDS AVAILABLE:  OSBM DIRECTOR 6-22-07 DATE 75

APPROVED AS TO
LEGAL SUFFICIENCY:  COUNTY ATTORNEY 6-14-07 DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:  OCI DIRECTOR 062407 DATE

 ASSISTANT COUNTY
MANAGER 6/18/07 DATE

CLERK DATE _____
DATE

**Contract to Award Recommendation
South Miami Heights Maintenance Facility
Project No. A06-WASD-01**

**BUDGET PROJECT AND
DESCRIPTION:**

9653201 – Wastewater General Maintenance and Office
Facilities

9650271 – Water General Maintenance and Office
Facilities

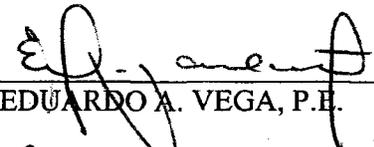
FUNDING SOURCE:

WASD Revenue Bonds Sold, Wastewater Connection
Charges, and Water Connection Charges

INDEX CODES:

EW641, EW623, EW241, EW223 and EW251

**ASSISTANT DIRECTOR,
ENGINEERING:**



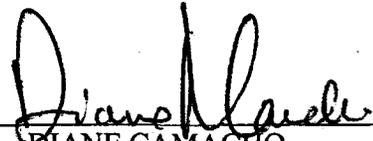
EDUARDO A. VEGA, P.E. 6/13/07
DATE

DEPT. BUDGET OFFICER



PEDRO VELAR 6/13/07
DATE

**ASSISTANT DIRECTOR,
FINANCE**



DIANE CAMACHO 6/13/07
DATE

**DEPUTY DIRECTOR,
OPERATIONS**



JOSEPH A. RUIZ, JR. 6/13/07
DATE

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Dept. of Business Development
Project Worksheet

Project/Contract Title: SOUTH MIAMI HEIGHTS MAINTENANCE FACILITY (SIC 871) RC Date: 09/06/2006
Project/Contract No: A06-WASD-01 Funding Source: Item No: 1-02
Department: WATER & SEWER DEPARTMENT WATER & SEWER REVENUES Resubmittal Date(s):
Estimated Cost of Project/Bid: \$3,500,000.00
Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ARCHITECTURAL AND ENGINEERING DESIGN AND LIMITED CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF THE NEW SOUTH MIAMI HEIGHTS MAINTENANCE FACILITY. THE DESIGN SERVICES ARE ANTICIPATED TO INCLUDE, PERFORMING PRELIMINARY SITE INVESTIGATIONS, SURVEYING, GEOTECHNICAL SERVICES, AND THE COORDINATION OF THE PROJECT WITH MUNICIPALITIES AND THE PUBLIC

Contract Measures Recommendation

Table with 3 columns: Measure, Program, Goal Percent. Row 1: Goal, CBE, 35.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V
The proposed Professional Services Agreement will be for a six (6) year period.
SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Table with 5 columns: Subtrade, Cat., Estimated Value, % of Items to Base Bid, Availability. Rows include GENERAL MECHANICAL ENGINEERING, GENERAL ELECTRICAL ENGINEERING, SURVEYING AND MAPPING-LAND SURVEYING, GENERAL CIVIL ENGINEERING, GEOTECHNICAL & MATERIALS ENGINEERING SERVICES, ENVIRONMENTAL ENG-CONTAMINATION ASSESS & MONITOR, and a Total row.

Living Wages: YES [] NO [X]
Responsible Wages: YES [] NO [X]

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside
Set Aside Level 1 Level 2 Level 3
Trade Set Aside (MCC) Goal 35% Bid Preference
No Measure Deferred Selection Factor
Chairperson, Review Committee Date 09.06.06 County Manager Date 9/19/06



MIAMI DADE COUNTY A&E Firm History Report

From: 06/11/2002 To: 06/11/2007

FIRM NAME: WOLFBURG/ALVAREZ AND PARTNERS, INC.
 1500 San Remo Ave, Suite 300
 Coral Gables, FL 33146-3045

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
MIA-739C	1	AV-AA	NO MEASURE	11/07/2002	\$2,165,871	\$1,727,628	05/31/2005	\$0	* DDA ENGINEERS, P.A. - \$0.00 * HAMMOND & ASSOCIATES, INC. - \$82,830.00 * MARTINEZ ENGINEERING GROUP, INC. - \$79,495.00 * VARLEY-CAMPBELL & ASSOCIATES, INC. - \$0.00
CONCOURSE D REMODEL									
Change Order # 1	SEP-22-05				\$849,944				
Change Order # 2	MAR-06-07				\$3,565,084				
					<u>\$6,580,899</u>				
EDP-JM-P02139	1	JM	NO MEASURE	12/10/2002	\$18,000	\$0		\$0	
SECURITY OFFICES									
					<u>\$18,000</u>				
EDP-AV-SR-A014A	1	AV	NO MEASURE	07/20/2004	\$150,000	\$0		\$0	* FRAGA ENGINEERS - \$0.00 * JOSEPH MIDDLEBROOKS AND ASSOCIATES, INC. - \$0.00 * VITAL ENGINEERING, INC. - \$0.00
CENTRAL CHILLER PLANTS EAST AND WEST EXPANSION									
					<u>\$150,000</u>				
EDP-AV-SR-A014A P2	1	AV	NO MEASURE	05/09/2005	\$150,000	\$0		\$0	* BERGER AVART, INC. - \$0.00 * C.A.P. GOVERNMENT, INC. - \$0.00 * FRAGA ENGINEERS - \$0.00 * JOSEPH MIDDLEBROOKS AND ASSOCIATES, INC. - \$0.00 * MARTIN-VILATO ASSOCIATES, INCORPORATED - \$0.00 * VITAL ENGINEERING, INC. - \$0.00
MIA CENTRAL CHILLER PLANT EAST & WEST EXPANSION									
					<u>\$150,000</u>				
EDP-PW-SR-20050277	1	PW	NO MEASURE	11/30/2005	\$42,433	\$0		\$0	
NW 62 STREET FROM NW 47 AVE TO NW 37 AVE									
					<u>\$42,433</u>				

* Indicates closed or expired contracts
 Monday, June 11, 2007

Change Orders without dates are pending BCC approval
 Page 1



MIAMI DADE COUNTY
A&E Firm History Report
 From: 06/11/2002 To: 06/11/2007

FIRM NAME: WOLFBERGLVAREZ AND PARTNERS, INC.
 1500 San Remo Ave, Suite 300
 Coral Gables, FL 33146-3045

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
EDP-AV-SR-MIA-739-C	1	AV	NO MEASURE	10/17/2006	\$120,000	\$0		\$0	
					\$120,000				
EDP-PW-SR-20040366	1	PW	NO MEASURE	06/05/2007	\$10,500	\$0		\$0	
SW 137 AVE FROM SW 88 ST TO SW 72 ST					\$10,500				
					\$10,500				
					Total Award Amount				\$2,656,804
					Total Change Orders Approved by BCC				\$4,415,028
									\$7,071,832
					Total Change Orders Approved After Requested Date Range				\$0
					Total Change Orders Pending				\$0
									\$7,071,832

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* Indicates closed or expired contracts
 Monday, June 11, 2007

STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
 DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
 (dollars in thousands)

WATER GENERAL MAINTENANCE AND OFFICE FACILITIES

PROJECT # 9650271

DESCRIPTION: Construct regional general maintenance centers, office facilities, and storage warehouses

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Renewal and Replacement Fund	1,679	0	0	0	0	0	0	0	1,679
Water Connection Charges	1,658	280	2,000	1,199	3,433	3,200	1,465	0	13,235
WASD Revenue Bonds Sold	9,639	0	0	0	0	0	0	0	9,639
Future WASD Revenue Bonds	0	0	0	17,159	0	0	21,342	0	38,501

TOTAL REVENUE:	12,976	280	2,000	18,358	3,433	3,200	22,807	0	63,054
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	851	168	177	623	951	759	925	1,250	5,704
Construction	8,500	1,686	1,773	6,227	9,486	7,577	9,235	12,491	56,975
Art Allowance	0	0	0	150	0	120	105	0	375

TOTAL EXPENDITURES:	9,351	1,854	1,950	7,000	10,437	8,456	10,265	13,741	63,054
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WATER MAIN EXTENSIONS

PROJECT # 9651051

DESCRIPTION: Construct water main extensions funded from the special construction fund, including special taxing districts

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Special Construction Fund	4,427	0	0	0	0	0	0	0	4,427

TOTAL REVENUE:	4,427	0	4,427						
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	118	118	28	29	28	29	27	27	404
Construction	1,177	1,182	277	277	277	277	278	278	4,023

TOTAL EXPENDITURES:	1,295	1,300	305	306	305	306	305	305	4,427
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BUDGET PROJECT 9653201

Project Title: 9653201-GENERAL MAINTENANCE AND OFFICE FACILITIES - WASTEWATER IMPROVEMENTS

Project Desc: Construct regional general maintenance centers, office facilities, and storage warehouses

Project \$\$ (\$\$ in 000's)	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
	<u>10/2/1997</u>	<u>9/30/2012</u>	<u>8,036</u>	<u>3,200</u>	<u>2,649</u>	<u>8,247</u>	<u>12,653</u>	<u>88,475</u>

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Planning/Design	N/A	N/A	731	291	241	730	1,151	8,014
Construction	N/A	N/A	7,305	2,909	2,408	7,292	11,502	80,056
Art Allowance	N/A	N/A	0	0	0	225	0	405

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Wastewater Renewal Fu	N/A	N/A	2,194	0	0	0	0	2,194
Wastewater Connection	N/A	N/A	11,237	600	600	500	1,500	28,896



Current Contracts for Project 9653201

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	<u>A06-WASD-01</u>	South Miami Heights Maintenanc	\$0.00	\$3,250,000.00	\$0.00
WS	<u>A06-WASD-01</u>	South Miami Heights Maintenanc	\$3,250,000.00	\$0.00	\$0.00
WS	<u>A06-WASD-02</u>	Carol City Maintenance Facilit	\$1,500,000.00	\$0.00	\$0.00
WS	<u>W-876</u>	South LeJeune Road Office Buil	\$2,056,000.00	\$0.00	\$0.00
WS	<u>W-876R</u>	South LeJeune Road Office Buil	\$2,600,000.00	\$0.00	\$2,778,418.00
WS	<u>W-876R</u>	South LeJeune Road Office Buil	\$0.00	\$3,139,612.34	\$2,778,418.00

Total Allocated: \$9,406,000.00 \$6,389,612.34

Current Sites for Project 9653201

Site	Location
<u>68624</u>	Various Locations

STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
 DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
 (dollars in thousands)

WASTEWATER GENERAL MAINTENANCE AND OFFICE FACILITIES

PROJECT # 9653201

DESCRIPTION: Construct and/or renovate regional general maintenance centers, office facilities, and storage warehouses

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Renewal Fund	2,194	0	0	0	0	0	0	0	2,194
Wastewater Connection Charges	11,237	600	600	500	1,500	8,724	4,435	1,300	28,896
WASD Revenue Bonds Sold	10,000	0	0	0	0	0	0	0	10,000
Future WASD Revenue Bonds	0	0	0	13,400	0	0	28,985	5,000	47,385

TOTAL REVENUE: 23,431 600 600 13,900 1,500 8,724 33,420 6,300 88,475

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	731	291	241	730	1,151	1,255	1,083	2,532	8,014
Construction	7,305	2,909	2,408	7,292	11,502	12,535	10,817	25,288	80,056
Art Allowance	0	0	0	225	0	180	0	0	405

TOTAL EXPENDITURES: 8,036 3,200 2,649 8,247 12,653 13,970 11,900 27,820 88,475

WASTEWATER SYSTEM MAINTENANCE AND UPGRADES

PROJECT # 9650361

DESCRIPTION: Maintain and develop existing wastewater system facilities, structures, and equipment

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Renewal Fund	2,609	5,696	3,142	3,330	3,530	3,742	3,966	4,204	30,219

TOTAL REVENUE: 2,609 5,696 3,142 3,330 3,530 3,742 3,966 4,204 30,219

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	237	518	286	303	321	341	361	383	2,750
Construction	2,372	5,178	2,856	3,027	3,209	3,401	3,605	3,821	27,469

TOTAL EXPENDITURES: 2,609 5,696 3,142 3,330 3,530 3,742 3,966 4,204 30,219

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BUDGET PROJECT 9650271

Project Title: 9650271-GENERAL MAINTENANCE AND OFFICE FACILITIES - WATER

Project Desc: Construct regional general maintenance, service, and office facilities

Project \$\$ (\$\$ in 000's)	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
	<u>10/1/1998</u>	<u>9/30/2011</u>	<u>9,351</u>	<u>1,854</u>	<u>1,950</u>	<u>7,000</u>	<u>10,437</u>	<u>63,054</u>

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Planning/Design	N/A	N/A	851	168	177	623	951	5,704
Construction	N/A	N/A	8,500	1,686	1,773	6,227	9,486	56,975
Art Allowance	N/A	N/A	0	0	0	150	0	375

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Water Renewal and Rep	N/A	N/A	1,679	0	0	0	0	1,679
Water Connection Char	N/A	N/A	1,658	280	2,000	1,199	3,433	13,235

EXIT

Current Contracts for Project 9650271

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	<u>A06-WASD-01</u>	South Miami Heights Maintenanc	\$600,000.00	\$0.00	\$0.00
WS	<u>A06-WASD-01</u>	South Miami Heights Maintenanc	\$0.00	\$600,000.00	\$0.00
WS	<u>A06-WASD-02</u>	<u>Carol City Maintenance Facilit</u>	\$1,250,000.00	\$0.00	\$0.00
Total Allocated:			\$1,850,000.00	\$600,000.00	

Current Sites for Project 9650271

Site	Location
<u>68604</u>	Various Locations

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Dedicated Accounts for Contract: A06-WASD-01

<u>Account</u>	<u>CO#</u>	<u>Amount</u>	<u>CO Amount</u>	<u>Amount PD</u>	<u>CC</u>
Art In Public Places		\$52,500.00	\$0.00	\$0.00	
Totals: Count=1		\$52,500.00	\$0.00	\$0.00	

[Show Payments](#) [Exit](#) [Back to Top](#)

Find Contracts With Search String ==>

Status View Exit Projects Goto Bottom

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 591713092
Wolfberg Alvarez

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	% Complete / Status
30	PW	671509-Z	DIST 5 SW 137 AV 88 ST 42ST	0	N/A	\$332,270	0% / N/A
9	WS	A06-WASD-01	South Miami Heights Maintenance	The facility is located on 17.	N/A	\$3,500,000	0% / On Schedule
0	DE	E01-DERM-04_EP-36	Consultants for Civil Engineer	Various	12/18/2003	\$500,000	100% / Complete
0	AV	EDP-AV-SR-A014A			N/A	\$0	0% / N/A
0	AV	EDP-AV-SR-A014A			N/A	\$0	0% / N/A
0	AV	EDP-AV-SR-MIA-739-P2			N/A	\$0	0% / N/A
0	JH	EDP-JM-P02139			N/A	\$0	0% / N/A
0	PW	EDP-PW-SR-20060277			N/A	\$0	0% / N/A
Totals:						\$4,332,270	

* Contracts with Green Name are PSA Agreements

Status View Exit Projects Goto Top

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MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Aviation Department

Contractor Evaluation

EDP Project: EDP-AV-SR-A014A P2
 Title: MIA CENTRAL CHILLER PLANT EAST & WEST EXPANSION
 Contractor: WOLFBERG/ALVAREZ AND PARTNERS, INC.
 Department Contact: Rafael Becquer 3058760606

Evaluation Type: Standard Evaluation
 FEIN: 591713092
 Award Amount: \$150,000.00

Evaluator ID: pattyd

Date:

Period:

	Rating *					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.				
2-	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.				
3-	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.				
4-	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.				
5-	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.				
6-	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawing plans, manuals, project documentation and conflict resolution.				
7-	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards				
8-	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.				
9-	<input type="radio"/>	Commitment - Intangibles & contribution to project success.				
10-	<input type="radio"/>	Personnel - Quality and dedication of project staff.				
11-	<input type="radio"/>	Management - Leadership ability.				
12-	<input type="radio"/>	Quality - Work performed correctly the first time.				

Overall Performance Average:

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

at phone#

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to:

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

JACKSON MEMORIAL HOSPITAL

Contractor Evaluation

EDP Project: EDP-JM-P02139

Title: SECURITY OFFICES

Contractor: WOLFBURG/ALVAREZ AND PARTNERS, INC.

Department Contact: Lourdes Diaz 3055851305

Evaluation Type: Standard Evaluation

FEIN: 591713092

Award Amount: \$18,000.00

Evaluator ID: pattyd

Date:

Period:

	Rating *					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.				
2-	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.				
3-	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.				
4-	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.				
5-	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.				
6-	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawing plans, manuals, project documentation and conflict resolution.				
7-	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards.				
8-	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.				
9-	<input type="radio"/>	Commitment - Intangibles & contribution to project success.				
10-	<input type="radio"/>	Personnel - Quality and dedication of project staff.				
11-	<input type="radio"/>	Management - Leadership ability.				
12-	<input type="radio"/>	Quality - Work performed correctly the first time.				

Overall Performance Average:

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

at phone#

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax Hand
(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to:

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

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MIAMI-DADE COUNTY, FLORIDA
Capital Improvements Information System
Department of Environmental Resources Management
Project Evaluation
 Evaluation Type: Standard Evaluation

Contract: E01-DERM-04, EP-36 Work Order No:

Contract Name: Consultants for Civil Engineering Consulting Services Contact: Keith Ng

Award Amount: \$500,000.00 305-372-6482

Contract Type: PSA Contractor Consultant: Wolfberg Alvarez FEIN: 591713092

Evaluator ID: pattyd Date: Period:

	Rating *					
	4	3	2	1	N/A	Criteria
1-	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.				
2-	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.				
3-	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.				
4-	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.				
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6-	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawing plans, manuals, project documentation and conflict resolution.				
7-	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards.				
8-	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.				
9-	<input type="radio"/>	Commitment - Intangibles & contribution to project success.				
10-	<input type="radio"/>	Personnel - Quality and dedication of project staff.				
11-	<input type="radio"/>	Management - Leadership ability.				
12-	<input type="radio"/>	Quality - Work performed correctly the first time.				

Overall Performance Average:

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting: at phone#

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax Hand
 (Unresponsive Performance by contractor/consultant requires 2 delivery methods)

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MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Public Works Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: 671509-Z
 Contract Name: DIST 5 SW 137 AV 88 ST 42ST
 Award Amount: \$332,270.00
 Contract Type: CONSTRUCTION
 Contractor Consultant: Wolfberg Alvarez

Work Order No:
 Contact: Octavio Marin
 (305) 375-1306
 FEIN: 591713092

Evaluator ID: pattyd

Date: 5/22/2007

Period: Select Evaluation Period...

	Rating *					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.				
2-	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.				
3-	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.				
4-	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.				
5-	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.				
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9-	<input type="radio"/>	Commitment - Intangibles & contribution to project success.				
10-	<input type="radio"/>	Personnel - Quality and dedication of project staff.				
11-	<input type="radio"/>	Management - Leadership ability.				
12-	<input type="radio"/>	Quality - Work performed correctly the first time.				

Overall Performance Average: 0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

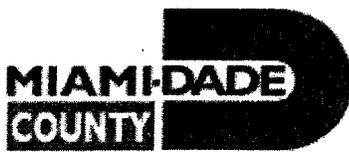
[] at phone# []

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

18



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Public Works Department

Contractor Evaluation

EDP Project: EDP-PW-SR-20050277
 Title: NW 62 STREET FROM NW 47 AVE TO NW 37 AVE
 Contractor: WOLFBERG/ALVAREZ AND PARTNERS, INC.
 Department Contact: Leandro Ona 3053751909

Evaluation Type: Standard Evaluation
 FEIN: 591713092
 Award Amount: \$43,000.00

Evaluator ID: _____ Date: Period:

	Rating *					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.				
2-	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.				
3-	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.				
4-	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.				
5-	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.				
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9-	<input type="radio"/>	Commitment - Intangibles & contribution to project success.				
10-	<input type="radio"/>	Personnel - Quality and dedication of project staff.				
11-	<input type="radio"/>	Management - Leadership ability.				
12-	<input type="radio"/>	Quality - Work performed correctly the first time.				

Overall Performance Average:

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

at phone#

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to:

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
WOLFBERG ALVAREZ & PARTNERS, INC.

Agreement No. 07WAPI001

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and Wolfberg Alvarez & Partners, Inc. a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional services described herein in connection with architectural and engineering design and limited construction management services for the design of the South Miami Heights Maintenance Facility - hereinafter referred to as the "Project".

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<u>Paragraph No.</u>	<u>Subject</u>
1.	County Obligations and Authorization to Proceed
2.	Professional Services
3.	Engineer's Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Subconsultants
15.	Prompt Payment to Small Business Subconsultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
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21.	Ordinances
22.	Proprietary Information

23. Affirmative Action Plan
24. Equal Opportunity
25. Office of the County Inspector General
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28. Performance Evaluations
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30. Assignment of Agreement
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32. Modification
33. Governing Law
34. Security Restrictions
35. Sanctions for Contractual Violations
36. Severability

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED: The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a ~~task authorization to proceed. No payment shall be made for the ENGINEER's time or service in~~ connection with the preparation of any such proposal. The Director or his designee shall confer with the ENGINEER before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement. No payment shall be made for the ENGINEER's time on services in connection with the preparation of any such proposal.

The Director of the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Director", or his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. PROFESSIONAL SERVICES: Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include

~~providing architecture and engineering design services, assist in obtaining construction permits,~~ provide assistance during procurement of a construction contract and provide technical assistance during construction for the new South Miami Heights Maintenance Facility (SMHMF) located at 19000 SW 108th Avenue.

Task Order One (Exhibit B) – The Consultant will perform a detailed feasibility study of the South Miami Heights Maintenance Facility which will include, but not limited to the following task:

- Compile and Review Project Documents
- Preliminary Program Verification
- Preliminary Code Analysis
- Phase I Environmental Site Assessment

The Consultant has agreed to work with MDWASD traffic engineering consultant in the development of their work, and will incorporate the findings and recommendations of the traffic study to the SMHMF feasibility study.

The total compensation for Task Order One is \$32,680 and the work should be completed within 30 days upon receipt of the Traffic Study and once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by the MDWASD Director or his designee. Additional task orders as authorized by the MDWASD Director will be forthcoming.

3. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:

- A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
- ~~B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.~~
- C. Comply with the federal, state and local laws or ordinance applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
- F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.

- H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
- I. Use computer and networking hardware, software and firmware standards as approved by the MIS Division of the Department. MIS staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of MIS. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY and the COUNTY will receive the executable codes.

4. TASK AUTHORIZATION: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between the department and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Office of Capital Improvements (OCI) shall be notified by the department to intervene, in an effort to resolve any delays.

5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the ENGINEER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a bar on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid

~~protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY's other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.~~

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of subconsultants, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. COMPENSATION: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance. Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

- (1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times ~~a negotiated multiplier of 2.85 for office employees, 2.4 for the~~ ENGINEER's employees working in COUNTY offices and 2.1 for all field employees excluding surveying. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
- (2) For personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals shall not receive additional compensation for performance of overtime work.
- (3) ~~The ENGINEER shall be compensated at the flat rate of \$125.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.~~

B. Lump Sum Fee: The fee for any requested portion of work may, at the option of the DEPARTMENT, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written authorization to proceed.

C. Reimbursable Expenses: The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are

previously authorized by the Director or his designee in writing. Reimbursable expenses may include:

- (1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.
- (2) Expenses for travel, except that ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.
- (3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.
- (4) Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.
- (5) The ENGINEER shall be required to submit original receipts of all reimbursable expenses.

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed three million five hundred thousand dollars (\$3,500,000). No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional design. Before any extra work is begun a task authorization from the Department Director shall be given to the Engineer. The Engineer shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055: The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, 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 price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

~~7. METHODS OF PAYMENT:~~ The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
- (4) Payments shall be calculated on a percentage of work completed.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Aris Garcia, AIA, and Raul J. Estevez shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

~~9. SCHEDULE OF WORK: The Department shall have the sole right to determine on~~
which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

10. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER shall present any such objections in writing to the County Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager. The decision of the County Manager shall be subject to review de novo by a court of competent jurisdiction.

11. OWNERSHIP OF DOCUMENTS: 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, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as ~~authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not~~ disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director.

12. NOTICES: Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

13. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event

~~an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to~~ the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

14. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as subconsultants: Nifah & Partners Consulting Engineer Inc.; TWR Engineers, Inc.; Cherokee Enterprises, Inc.; O'Leary Richards Design Associates, Inc.; J. Bonfill & Associates Inc.; and Kaderabek Company. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee after the Department of Business Development approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his designee and after the Department of Business Development approves the additional subconsultant(s). When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 35% based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to ~~submit to the COUNTY a Utilization Report on or before the tenth working day following the~~ preceding month.

15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The ENGINEER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the ENGINEER to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

16. WARRANTY: The ENGINEER certifies and agrees that no companies or persons, ~~other than bona fide employees working solely for the ENGINEER or the ENGINEER's~~ subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations ~~contingent upon or resulting from the award or making of this Agreement.~~ The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees.

17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days

~~prior written notification or by declining to issue the written task order authorization, as provided~~ herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Paragraph 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of six (6) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

19. DEFAULT: If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been ~~made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY~~ within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

20. INDEMNIFICATION AND INSURANCE: Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful ~~conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the~~ performance of this Agreement.

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

The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of General Services Administration. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$1,000,000 per claim.
- C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.
- D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications: The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 435, 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies.

21. ORDINANCES: The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The

ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:

- (1) A source of income statement;
- (2) A current certified financial statement;
- (3) A copy of the ENGINEER's Current Federal Income Tax Return.

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

- (1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
- (2) Ordinance No. 91-22, Certification Regarding Lobbying;
- (3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118; modified by Resolution Nos. 1499-91 and R-183-00
- (4) Ordinance No. 92-15, Drug-Free Workplace;
- (5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
- (6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
- (7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;
- (8) Ordinance No. 94-34, Criminal Record Affidavit;
- (9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
- (10) Ordinance No. 97-215, Inspector General (IG);
- ~~(11) Ordinance No. 99-152, False Claims;~~
- (12) Ordinance No. 99-162, Payments to County are not in arrears;
- (13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
- (14) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
- (15) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
- (16) Disability Nondiscrimination Affidavit; (Resolution No. 385-95/Americans with Disabilities Act of 1990).
- (17) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
- (18) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
- ~~(19) Resolution No. 185-00, Domestic Violence Leave~~
- (20) Administrative Order 3-39, Architectural and Engineering Selection Process

The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

22. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by ENGINEER outside of this Agreement shall remain the exclusive property of the ENGINEER, and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to

~~enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.~~

23. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Business Development (DBD). The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

24. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The ENGINEER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

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

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

25. OFFICE OF THE COUNTY INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of COUNTY Code Section 2-1076; in that the Office of the Miami-Dade County Inspection General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, agreement 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 ENGINEER from the IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

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

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

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement 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 the 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 agreements throughout the duration of said agreements (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 ENGINEER under this Agreement will be assessed one quarter of the one percent (.0025) of the total amount of the payment, to be deducted from each progress payment as the same becomes due. The ENGINEER shall in stating its proposals be mindful of this assessment, which will not be separately identified, calculated or adjusted.

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 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 ENGINEER, its officers, agents and employees, lobbyist, COUNTY staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. The IG authorized to investigate any alleged violation by the ENGINEER of its Code of Business Ethics, pursuant of COUNTY Code Section 2-8.1.

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

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and County in connection with this agreement. The

~~scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.~~

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

Upon (10) ten days written notice to ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

27. DOMESTIC LEAVE: Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the ~~debarment procedures of the COUNTY.~~

28. PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

29. ETHICS COMMISSION: Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Manager or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

30. ASSIGNMENT OF AGREEMENT: This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.

31. ENTIRETY OF AGREEMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

~~32. MODIFICATION: No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.~~

33. GOVERNING LAW: This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

34. SECURITY RESTRICTIONS: Access to the COUNTY's site are restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to the COUNTY's property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. Prior to commencing work, the ENGINEER shall meet with a Plant Superintendent to submit required information and discuss security relating to the project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the subconsultants comply with security ordinance and all restrictions.

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

36. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

(This page was left blank intentionally)

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:

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

HARVEY RUVIN,
CLERK OF THE BOARD

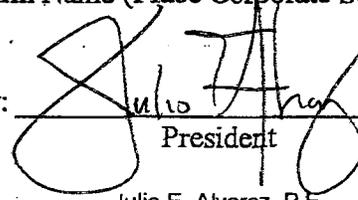
By: _____

By: _____
County Mayor

WITNESSETH:

Wolfberg Alvarez and Partners, Inc.
Firm Name (Place Corporate Seal)


Signature

By: 
President
Julio E. Alvarez, P.E.

Aristides Garcia, AIA
Printed Name

Julio E. Alvarez, P.E.
Printed Name


Signature

Raul J. Estevez
Printed Name

Approved as to form
and legal sufficiency.


Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number
07WAPI001

I, Julio E. Alvarez, P.E. as the duly authorized representative of
Affiant

Wolfberg Alvarez and Partners being first duly sworn

state: _____
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade
County is: Wolfberg Alvarez and Partners, Inc.

1500 San Remo Avenue, Suite #300, Coral Gables, FL 33146

Federal Employer Identification Number

59-1713092

and does solemnly swear and certify to the following affidavits that are required and made a part of
this agreement.

1. FAMILY LEAVE PLAN
ORDINANCE NO. 91-142 (Sec. 11 A-29 et Seq. of the County Code)

The provision of Miami-Dade County Ordinance No. 91-142, Section 2, "FAMILY LEAVE", apply
~~to every employer which meets either or both of the following conditions:~~

Has in the regular course of business more that fifty (50) employees working in Miami-Dade
County for each working day during each of twenty (20) or more weeks in the current
preceding calendar year;

Does business with Miami-Dade County and has at least fifty
(50) employees for each working day during each of twenty (20)
or more weeks in the current or preceding calendar year.

(Check the appropriate box)

Does not meet either of the above listed conditions.

Meets one or both of the above listed conditions;
and it is familiar with and will abide by the requirements of
Ordinance No. 91-142.

**2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE
ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)**

1. If the contract or business transaction is with a Corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's check. If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee each beneficiary. All such names and addresses are:

Julio E. Alvarez, P.E., 1500 San Remo Avenue, Suite #300, Coral Gables, FL 33146	51 %
_____	%
_____	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

Not Applicable

3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?
No

4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.
5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender.
6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

**3. ANNUAL DRUG-FREE WORKPLACE
Ordinance No. 92-15 (Sec. 2-8.1.2 of the County Code)**

A. The engineer certifies that as of the commencement date of this Agreement with Miami-Dade County it shall provide a drug-free workplace for its employees, and

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's

~~workplace (s) is prohibited and specifying the actions the contracting entity will take~~
against employees for violation of such prohibition. Such written statement shall also inform the employee of:

- (a) the dangers of drug abuse in the workplace;
 - (b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug abuse violations
2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;
 3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;
 4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;
-
5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.
The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION

Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

~~The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336-104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV telecommunications; and Title V, Miscellaneous Provisions.~~

The Rehabilitation Act of 1973, 29 U.S.C. Section 794.

The Federal Transit Act, as amended 49 U.S.C. Sections 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE ORDINANCE 93-129

The ENGINEER or his agents, officers, principals, stockholders, subconsultants or their affiliates are not debarred by Miami-Dade County.

6. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC CRIMES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(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:
 - 1) A predecessor or successor of a person convicted of a public entity crime:
or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value

~~under an arm's length agreement, shall be a prima facie case that one person 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. 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 management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of ~~a public entity crime subsequent to July 1, 1989, 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 the convicted vendor list (Please describe any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD ORDINANCE NO. 94-34

The ENGINEER, as of the date of the execution of this Agreement:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of

Project No. A06-WASD-01
Agreement No. 07WAPI001
05/10/07

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bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has convicted of a felony during the past ten (10) years.

**8. DELINQUENT OF CURRENTLY DUE FEES OR TAXES
ORDINANCE NO. 95-178**

Except for small purchase orders and sole source contracts, convention and your is development taxes, all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses taxes - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the ENGINEER been paid.

9. DOMESTIC VIOLENCE LEAVE

In compliance with Miami-Dade County Resolution Number 185-00, the ENGINEER certifies that its compliance with the Domestic Leave Ordinance No. 99-5; codified at 11A-60 et. Seq. of the Miami-Dade County Code, providing domestic violence leave to their employees. In addition, I understand that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

~~**10. PAYMENTS TO COUNTY ARE NOT IN ARREARS
ORDINANCE NO. 99-162**~~

In compliance with Miami-Dade County Ordinance Number 99-162, the ENGINEER is not in arrears on any payment under a contract, promissory note or other loan document with the COUNTY either directly or indirectly by which the ENGINEER has a controlling interest. In addition, I understand that failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

**11. CODE OF BUSINESS ETHICS AFFIDAVIT
(ORDINANCE 01-96)
[DADE COUNTY CODE SEC. 2-8.1(i)]**

The Engineer, as of the date of execution of this Agreement,

Has adopted a code of business ethics and will comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance.

Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in

Project No. A06-WASD-01
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05/10/07

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accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

I have carefully read this entire eight page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this 17th day of May, 2007, by Julio E. Alvarez, P.E. on behalf of Wolfberg Alvarez and Partners, Inc

Who is personally know to me
 Who produced identification:

Type of Identification: _____

N. Lavelanet
Signature of Notary Public
State of Florida at Large

Julio Alvarez
Signature of Affidavit

N. Lavelanet
Print, type or stamp name of notary public



N. Lavelanet
Commission # DD359557
Expires: NOV. 08, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Legal Name & Title

EXHIBIT B



Julio E. Alvarez, P.E., President / Chairman
David A. Wolfberg, AIA, Vice Chairman
Marcel R. Morlote, AIA, Senior Vice President
Aris Garcia, R.A., Vice President
Mario H. Gutierrez, P.E., Vice President
Raul J. Estevez, Vice President

April 30, 2007
May 2, 2007 – REVISED
May 10, 2007 - REVISED

VIA E-MAIL

Ms. Janice Walters
A&E Consultant Selection Coordinator
Miami-Dade County Office of Capital Improvements (OCI)
Stephen P. Clark Building
111 N.W. 1st Street – Suite #2130
Miami, FL 33128

RE: South Miami Heights Maintenance Facility
OCI Project No: A06-WASD-01 / Agreement No. 07WAP1001
WA Project File No: 2700900
Subj: Revised Proposal for Architectural / Engineering Services, Task #1

Dear Ms. Walters:

Pursuant to last Tuesday's meeting with representatives of WASA and your predecessor, Mr. Gonzalez, as further revised per e-mail of 05/02/07, and discussed during negotiations meeting #2 on 05/09/07, Wolfberg Alvarez and Partners together with its associated team of consultants is pleased to submit for your review and consideration, this revised proposal for the development of a Feasibility Study proposed as part of Task #1 on the referenced project.

Scope of Services:

Upon receipt of authorization to proceed with this Task, Wolfberg Alvarez (WA) will meet with Miami-Dade Water and Sewer Authority (WASA) staff to identify and secure all available project information and documentation that WASA may have compiled in preparation of the conceptual project program and preliminary design documents.

Based upon an initial review of information obtained from WASA, WA will undertake a preliminary program verification effort by arranging meeting with the facility user intended to start of the process of validating the program and ensuring that information as recorded responds to the user's operational needs. Concurrently with this verification effort, a comparison of the conceptual design documents and program will be undertaken in order to determine compatibility.

Ms. Janice Walters

Miami-Dade County Office of Capital Improvements (OCI)

RE: South Miami Heights Maintenance Facility

OCI Project No: A06-WASD-01 / Agreement No. 07WAP1001

Subj: Revised Proposal for Architectural / Engineering Services, Task #1

April 30, 2007

May 2, 2007 – REVISED

May 10, 2007 - REVISED

Page 2,

Based on information gathered as part of the program verification, and any additional information that may be provided by the user, WA will evaluate the proposed building layout with special emphasis on ensuring proper allocation of areas, departmental adjacencies, work flow, accessibility and any other factor affecting the quality of the spaces.

Additionally, a review of the overall site master plan for the proposed site will be undertaken which will include evaluation of ingress and egress for the different types of vehicles as well as the segregation of personal vehicles versus Department vehicles, as well as an initial analysis of the available utilities to the site and known improvements.

A draft report documenting the findings and any recommendations arising out this preliminary program verification effort will be prepared, and submitted for review and comment by the user, approximately thirty (30) days from commencement. This draft report is intended to solicit user input prior to the submission of the final preliminary program verification report.

In addition, and concurrently with preliminary program verification, WA will undertake a preliminary Code Analysis intended to ascertain life safety requirements including maximum travel distance; dead end corridors, number and width of corridors and occupancy separation. The Code Analysis will also serve to determine minimum fixture counts, as well compliance of the proposed facility with ADA requirements.

Conclusions of this preliminary Code Analysis will be compiled into a report format, and distributed for review approximately thirty (30) days from commencement.

In addition, Task #1 will also include a Phase I Environmental Site Assessment (ESA).

A complete description of the scope of services to be provided as part of the Phase I Environmental Site Assessment is included in the attached proposal from our Environmental sub-consultant, Cherokee Enterprises.

Further, and owing our having received copies of a boundary and topographic survey, as well as a geotechnical report, from WASA staff during our meeting of April 24, 2007, fees associated with these services are not included in this revised proposal, since as previously documented via correspondence dated April 27, 2007 our review of these documents has determined that the information provided will be adequate for use in the development of the proposed Feasibility Study. Copies of April 27, 2007 correspondence are attached hereto as reference.

~~Ms. Janice Walters~~

Miami-Dade County Office of Capital Improvements (OCI)

RE: **South Miami Heights Maintenance Facility**

OCI Project No: A06-WASD-01 / Agreement No. 07WAP1001

Subj: **Revised Proposal for Architectural / Engineering Services, Task #1**

April 30, 2007

May 2, 2007 - REVISED

May 10, 2007 - REVISED

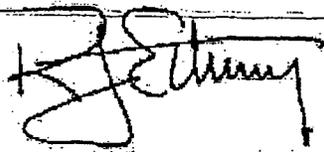
Page 3,

Finally, Wolfberg Alvarez acknowledges that WASA intends to procure the services of a Traffic Engineering firm to perform a traffic study for the project separately from this Agreement. Wolfberg Alvarez further acknowledges that it will work with WASA's traffic engineering consultant in the development of their work, and will include the findings and recommendations of the traffic study, as part of the Feasibility Study for the project.

On behalf of the firm, and entire project team, we thank you for the opportunity to submit this revised proposal for consideration, and trust that you'll find same in keeping with your request.

Should you have any questions or desire any additional information or clarifications with respect to this matter, please do not hesitate to contact us.

Sincerely,



Raul J. Estevez
Vice President

cc: Clerk of the Courts - (via e-mail: CLERKBCC@miamidade.gov)
S. Leu, M-DWASD (via e-mail: SCLEU@miamidade.gov)
P. David, M-DWASD (via e-mail: PATTYD@miamidade.gov)
A. Garcia, WA
M. Morlote, WA
File: 2700900

Enclosures

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Proposal for Architectural / Engineering Services
 of Berg Alvarez and Partners

Task 1 - Feasibility Study for South Miami Heights
 Maintenance Facility

	Project Principal (WA)	Project Manager - (WA)	Senior Architect - (WA)	Architect - (WA)	Senior Civil Engineer - (WA)	CADD Drafter / Architecture - (WA)	Word Processing / Clical (WA)	Total Man-Hours	Total Labor Costs	Report / Reproduction	Auto Rental (# of Days Rentals)
Raw Labor Rate	\$ 125.00	\$ 57.59	\$ 40.87	\$ 36.80	\$ 53.25	\$ 22.11	\$ 19.00				\$ 35.00
Labor Multiplier	1.00	2.85	2.85	2.85	2.85	2.85	2.85			\$	\$/Day
sk 1.1 Complete and Review Project Documents											
sk 1.1.1 - Collect Existing Documents		4		8	2			14	\$ 1,800		
sk 1.1.2 - Review Past Project Documents	2	4	16		4			26	\$ 3,378		
sk 1.1.3 - Review Past Project Reports	2	4	12					18	\$ 2,305		
sk 1.2 Preliminary Program Verification											
sk 1.2.1 - Compare Program and Conceptual Drawings			4					0			
sk 1.2.2 - Meet with User to Confirm Program		8	8					4	\$ 466		
sk 1.2.3 - Evaluate Proposed Master Plan			16		8			16	\$ 2,247		
sk 1.2.4 - Evaluate Proposed Building Layout			40	24				32	\$ 3,917		
sk 1.2.5 - Prepare Prelim Program Verification Report	2	4	8					64	\$ 7,176		
sk 1.3 Preliminary Code Analysis											
sk 1.3.1 - Define Life Safety Requirements			12					12	\$ 1,398		
sk 1.3.2 - Evaluate A.D.A. Compliance			6					6	\$ 699		
sk 1.3.3 - Review/Determine Fixture Requirements			4					4	\$ 466		
sk 1.3.4 - Prepare Code Analysis Report	2	4	4					14	\$ 1,590	\$ 250	
sk 1.4 Phase I Environmental Site Assessment											
SUBTOTAL MAN-HOURS AND LABOR COSTS	8	28	130	40	14	0	8	228	\$ 31,693	\$ 300	\$ 105
SUBTOTAL DIRECT EXPENSES											
SUBTOTAL LABOR AND DIRECT EXPENSES											
INSPECTOR GENERAL ALLOWANCE											
											\$ 800
											\$ 105
											\$ 32,598
											\$ 82
											\$ 32,680

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CHEROKEE ENTERPRISES, INC.

Engineers & Contractors

Transmitted Via E-Mail

April 18, 2007

Mr. Raul Estevez, Vice President
Wolberg, Alvarez & Partners
1500 San Remo Avenue, Suite 300
Coral Gables, Florida 33146

Re: South Miami Heights Maintenance Facility

Dear Mr. Estevez:

Cherokee Enterprises, Inc. (CEI) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) in accordance with the American Society of Testing and Materials (ASTM) E1527-05.

SCOPE OF WORK

Based on our understanding of the project, the following scope of work was devised:

- Complete a regulatory data review on the site and surrounding areas to determine potential on and off-site concerns.
- Conduct a site inspection of the site to evaluate recognized environmental conditions (RECs) on and off-site. If there are monitoring wells on site, the monitoring wells will be checked with a bailer for floating product or odors.
- Conduct a historical review of the property including research of readily available historical aerial photographs, business directories, and topographic maps.
- Conduct a regulatory file review of the subject site or nearby sites which could affect the subject property.
- Evaluate the above information and prepare a Phase I ESA.

It should be noted that if soil or groundwater investigation is recommended based on the above activities, then a separate proposal will be prepared for those activities.

SCHEDULE AND COST ESTIMATE

We anticipate the site activities to be complete within 30 days of authorization to proceed. The activities and reporting detailed above will be completed for a lump sum cost of \$4,600.00. The project will be invoiced at the completion of the report. The invoice will be due within 30 days of receipt. The above scope of work is based on the following assumptions;

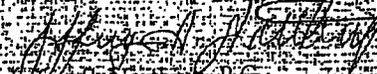
- > No soil or groundwater testing will be conducted, other than as noted above;

- > The work will be conducted in accordance to the procedures and limitations outlined in ASTM 1527-05.
- > A chain of title will not be procured, but will be reviewed, if provided, and
- > All access to the site will be provided.

To initiate the project, please send a signed copy of the letter, and issue a purchase order. We look forward to working with you on this important project.

Sincerely,

CHEROKEE ENTERPRISES, INC.



James S. Northrup, P.E.

Project Manager

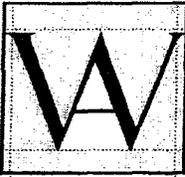
CHEROKEE ENTERPRISES, INC. 10000 WOLFBERG ALVAREZ AVENUE, SUITE 1000

Signature

Printed Name

Date

ARCHITECTURE



ENGINEERING

Julio E. Alvarez, P.E., President / Chairman
 David A Wolfberg, AIA, Vice Chairman
 Marcel R. Morlote, AIA, Senior Vice President
 Aris Garcia, R.A., Vice President
 Mario H. Gutierrez, P.E., Vice President
 Raul J. Estevez, Vice President

WOLFBERG ALVAREZ AND PARTNERS EMPLOYEE NAME	BASE HOURLY WAGE \$/Hr (1)	OVERTIME HOURLY WAGE \$/Hr	ANNUAL EMPLOYER HEALTH BENEFIT CONTRIBUTION (2)
Aristides Garcia	\$ 57.69	-	\$ 9,190.08
Raul J. Estevez	\$ 57.69	-	\$ 9,169.44
Mario H. Gutierrez	\$ 75.48	-	\$ 9,395.04
Marcel Morlote	\$ 72.12	-	\$ 9,360.72
Richard Nodarse	\$ 62.50	-	\$ 425.76
Jorge Maldonado	\$ 53.25	-	\$ 8,386.32
Fernando Orti	\$ 50.95	-	\$ 672.24
Joseph A. Styrsky	\$ 46.35	-	\$ 5,707.68
Rafael Labrada	\$ 43.27	-	\$ 3,444.24
Armando Rodriguez	\$ 41.60	-	\$ 481.92
Subhash C. Jehti	\$ 40.87	-	\$ 3,186.00
Gilbert Pichardo	\$ 37.50	-	\$ 3,316.80
Carlos E. Arredondo	\$ 36.06	-	\$ 424.32
Jose Aldir	\$ 34.85	-	\$ 6,332.88
Jorge Leon	\$ 34.13	-	\$ 230.40
Roberto Cardona	\$ 33.65	-	\$ 8,811.36
Aida Sanchez-Gomez	\$ 29.80	-	\$ 8,504.64
Gustavo Alberti	\$ 29.00	-	\$ 8,021.76
Bernard M. Chan	\$ 26.44	-	\$ 3,120.48
Juan Pedraza	\$ 24.75	-	\$ 3,239.76
Maria Toledo	\$ 24.50	\$ 36.75	\$ 6,279.60
Alfonso Zamora	\$ 24.00	-	\$ 3,055.20
Odalys Vidal	\$ 23.50	\$ 35.25	\$ 3,392.64
Nancy Lavelanet	\$ 23.07	\$ 34.61	\$ 5,333.52
Miller Porter	\$ 22.11	-	\$ 7,902.48
Mark Ellis	\$ 23.00	\$ 34.50	\$ 5,736.72
Miguel Godreau	\$ 21.50	\$ 32.25	\$ 198.24

(1) Base Hourly Wages represent those in affect as of May 15, 2007.

(2) Employer health benefit contribution varies by employee. Amount of contribution is based on type and level of coverage selected by each respective employee, from the various options offered as part of the firm's health benefits package.



**Miami-Dade County, Florida
Department of Business Development
"Statistical Workforce Analysis"**

Complete the following information for all permanent full-time employees. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Name of Firm:	Wolfberg Alvarez and Partners										X	Corporate Office	
Location:	1500 San Remo Avenue, Suite 300, Coral Gables, FL 33146										X	Miami Office	
Contact Name:	Rosemary Canals, Marketing Director												
Telephone:	(305) 666-5474	Facsimile:	(305) 665-4293	E-mail:	rcanals@wolfbergalvarez.com								
	Racial/Ethnic Group Status												
Job Categories	Total Number per Job Category	White		Black		Hispanic		Other		Combined Totals			
		M	F	M	F	M	F	M	F	W	B	H	O
Principals and Managers	11						8	3					11
Registered Professionals (Not included above)	6	1					4		1				3
Other Professionals	17	1	2				10	3	1				13
Para Professionals	14						11	3					14
Office and Clerical	7				1		2	4				1	5
Others (Defined and not in the narrative)													
Total	55	2	2	0	1	13	35	13	2	0	4	1	48

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Rosemary Canals
Affirmative Action Officer Name

Rosemary Canals
Signature

May 17, 2007
Date