

MEMORANDUM



Date: October 2, 2007
To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
From: George M. Burger
County Manager
[Signature]
Subject: Contract award recommendation for design of upgrades for the Miami-Dade Water and Sewer Department's Sanitary Sewer Pump Stations - Project No: E06-WASD-01; Contract No: E06-WASD-01

Agenda Item No. 8(R)3A

Recommendation

This recommendation for award for Contract No. E06-WASD-01 between Milian, Swain & Associates, 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 engineering design, limited construction management and project coordination services to upgrade various pump stations throughout the County's sewer system.

Scope

PROJECT NAME: Design of Upgrades for MDWASD's Sanitary Sewer Pump Stations
PROJECT NO: E06-WASD-01
CONTRACT NO: E06-WASD-01

PROJECT DESCRIPTION: The Consultant, Milian, Swain & Associates, Inc. is to provide engineering design, limited construction management services and project coordination services to upgrade various pump stations throughout the County's sewer system.

The scope of services consists of complete design services which includes but is not limited to performing preliminary route analysis, site investigations, surveying, geotechnical services, maintenance of traffic plans, hydraulic analysis, and coordination with other utilities and municipalities and the public. Assistance during the permitting and procurement phases will also be included as well as limited construction management services which entails providing services on an as-needed basis such as periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, and review contract schedules.

The Consultant will also provide project coordination services to include establishing a plan to implement projects and track project schedules, budget and deadlines.

PROJECT LOCATION: Various locations throughout Miami-Dade County

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

RECEIVED

2007 AUG 10 PM 12:54

CMD-CAPITAL IMPROVEMENTS

OCI A&E PROJECT NUMBER: E06-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**
 Wastewater Renewal and Replacement Fund, Current and Future
 WASD Revenue Bonds

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECTS:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	9650371-LIFT STATION UPGRADES AND STRUCTURAL MAINTENANCE IMPROVEMENTS Book Page: 305 Funding Year: Adopted Budget Book for FY 2006-2007	\$687,500.00
	9652002-PUMP STATION GENERATORS AND MISCELLANEOUS UPGRADES Book Page: 307 Funding Year: Adopted Budget Book for FY 2006-2007, Prior Years Funding	<u>\$687,500.00</u>

Project Totals: \$1,375,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 6.02 WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES
	Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
	Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
	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

NTPC'S DOWNLOADED: 130

PROPOSALS RECEIVED: 21

CONTRACT PERIOD: 1095 Calendar Days; Three (3) Years

CONTINGENCY PERIOD: 109

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$1,250,000.00

BASE CONTRACT AMOUNT: \$1,250,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$125,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$1,375,000.00

Track Record / Monitor

EXPLANATION

At the First-Tier meeting, on April 11, 2007 the Competitive Selection Committee ranked Milian, Swain & Associates, Inc. as the highest ranking firm of the 21 firms that submitted proposals. The Committee waived the 2nd Tier meeting.

The Negotiation Committee was approved on May 30, 2007. The Negotiation Committee met on June 11, 2007 and concluded its negotiations with Milian, Swain & Associates on July 20, 2007. This is the recommendation to award the contract to Milian, Swain & Associates, Inc.

In order to determine the Consultant's track record, MDWASD's Engineering Manager for Project and Design was contacted and it was confirmed that Milian, Swain & Associates, Inc. has performed at a satisfactory level. In addition, the Consultant has performed work for various Miami-Dade County departments. At this time, there are no evaluations in the Office of Capital Improvement's CIIS database.

SUBMITTAL DATE: 3/16/2007

ESTIMATED NOTICE TO PROCEED: 10/25/2007

PRIME CONSULTANT: Milian, Swain & Associates, Inc.

COMPANY PRINCIPAL: Arsenio Milian, P.E.

COMPANY QUALIFIERS: Arsenio Milian, P.E.

COMPANY EMAIL ADDRESS: amilian@milianswain.com

COMPANY STREET ADDRESS: 2025 SW 32nd Avenue

COMPANY CITY-STATE-ZIP: Miami, FL 33145

YEARS IN BUSINESS: 19

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Five (5) contracts with a dollar value of \$1,190,000. Based on the Department of Procurement Management, Small Business Affairs, Milian, Swain & Associates, Inc. has been awarded eleven (11) contracts since 1994 with various Miami-Dade County Departments for a total dollar value of \$6,382,500.

SUBCONSULTANTS: BCC Engineering, Inc., Consul-Tech Surveying and Mapping, Inc., Nodarse & Associates, Inc., and Vital Engineering, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 11/29/2006 **SIGNOFF DATE:** 12/13/2006

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: Juan Curiel, P.E. 786-268-5347 X3677 jcuri@miamidade.gov

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

Background

BACKGROUND: Milian, Swain & Associates, Inc. will provide engineering design, limited construction management services and project coordination services to upgrade various pump stations throughout the County's sewer system. These upgrades are needed to rehabilitate existing wet wells, install new submersible pumps and related piping and valve controls, to install generators, and to replace electrical control panels where needed.

BUDGET APPROVAL
FUNDS AVAILABLE:

Pal
06-1


OSBM DIRECTOR

8/17/07
DATE

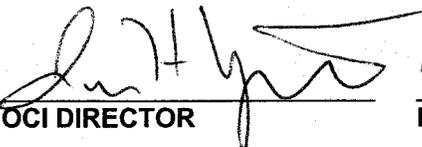
95

APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY

8-7-07
DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:


OCI DIRECTOR

8/21/07
DATE


ASSISTANT COUNTY
MANAGER

8.22.07
DATE

CLERK DATE

DATE

**Contract to Award Recommendation
Design of Upgrades for Sanitary Pump Stations
Milian, Swain & Associates, Inc.
Project No. E06-WASD-01**

**BUDGET PROJECT AND
DESCRIPTION:**

9650371 – Lift Station Upgrades and Structural
Maintenance Improvements
9652002 – Pump Station Generators and Miscellaneous
Upgrades

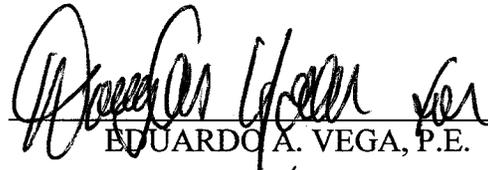
FUNDING SOURCE:

Wastewater Renewal and Replacement Fund, Current and
Future WASD Revenue Bonds Sold

INDEX CODES:

EW621

**ASSISTANT DIRECTOR,
ENGINEERING:**

 8/3/07
EDUARDO A. VEGA, P.E. DATE

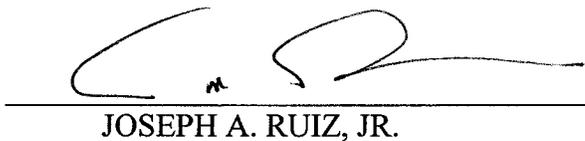
DEPT. BUDGET OFFICER

 8/3/2007
PEDRO VELAR DATE

**ASSISTANT DIRECTOR,
FINANCE**

 8/7/07
DIANE CAMACHO DATE

**DEPUTY DIRECTOR,
OPERATIONS**

 8/7/07
JOSEPH A. RUIZ, JR. DATE

LIFT STATION UPGRADES AND STRUCTURAL MAINTENANCE IMPROVEMENTS

PROJECT # 9650371

DESCRIPTION: Repair, replace, and upgrade existing lift stations throughout the wastewater system

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	15,557	4,008	4,451	10,134	9,734	9,734	9,734	9,734	73,086
TOTAL REVENUE:	15,557	4,008	4,451	10,134	9,734	9,734	9,734	9,734	73,086
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	822	261	1,100	922	886	886	887	887	6,651
Construction	8,216	2,612	11,005	9,212	8,848	8,848	8,847	8,847	66,435
TOTAL EXPENDITURES:	9,038	2,873	12,105	10,134	9,734	9,734	9,734	9,734	73,086

NORTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

PROJECT # 9653411

DESCRIPTION: Construct a chlorine building; improve scum collection; and replace sluice gates in the pre-treatment bar screen room

LOCATION: 2575 NE 151 St
 North Miami

DISTRICT LOCATED: 4
 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 Connection Charges	347	0	0	0	375	0	0	0	722
WASD Revenue Bonds Sold	2,446	0	0	0	0	0	0	0	2,446
Future WASD Revenue Bonds	0	0	0	0	0	0	2,625	0	2,625
TOTAL REVENUE:	2,793	0	0	0	375	0	2,625	0	5,793
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	132	81	41	0	27	7	83	155	526
Construction	1,322	808	409	0	273	68	834	1,553	5,267
TOTAL EXPENDITURES:	1,454	889	450	0	300	75	917	1,708	5,793

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

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

PUMP STATION GENERATORS AND MISCELLANEOUS UPGRADES

PROJECT # 9652002

DESCRIPTION: Install emergency generators and construct miscellaneous upgrades at wastewater pump stations

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
WASD Revenue Bonds Sold	2,538	0	0	0	0	0	0	0	2,538
Future WASD Revenue Bonds	0	0	0	13,800	0	0	4,000	0	17,800
TOTAL REVENUE:	2,538	0	0	13,800	0	0	4,000	0	20,338
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	206	12	13	356	596	303	121	243	1,850
Construction	2,056	121	130	3,561	5,954	3,030	1,212	2,424	18,488
TOTAL EXPENDITURES:	2,262	133	143	3,917	6,550	3,333	1,333	2,667	20,338

PUMP STATION IMPROVEMENTS PROGRAM

PROJECT # 9651071

DESCRIPTION: Upgrade pump stations systemwide to meet forecasted demands

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 Connection Charges	11,603	0	0	0	0	0	0	0	11,603
WASD Revenue Bonds Sold	35,080	0	0	0	0	0	0	0	35,080
Future WASD Revenue Bonds	0	0	0	20,000	0	0	24,000	0	44,000
TOTAL REVENUE:	46,683	0	0	20,000	0	0	24,000	0	90,683
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	2,648	1,182	419	335	726	759	1,150	1,034	8,253
Construction	26,449	11,802	4,183	3,341	7,255	7,584	11,490	10,326	82,430
TOTAL EXPENDITURES:	29,097	12,984	4,602	3,676	7,981	8,343	12,640	11,360	90,683

Memorandum

**MIAMI-DADE
COUNTY**

Date: April 23, 2007

To: Roger Hernstadt, Director
Office of Capital Improvements

From: Marsha E. Jackman, Director
Department of Business Development

Subject: CBE Compliance Review
Project No. E06-WASD-01
Design of Upgrades for Sanitary Sewer Pump Stations

The Department of Business Development (DBD) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 35% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Marlin Engineering, Inc. (#1), SRS Engineering, Inc. (#8), and Milian, Swain, & Associates, Inc. (#12) for compliance review.

Marlin Engineering, Inc. (#1) submitted the required Schedule of Participation that listed CBE sub-consultant Johnson, Avedano, Lopez, Rodriguez & Walewski Engineering Group, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 35%. The Schedule of Participation also listed Non-CBE Tierra, Inc. to perform Geotechnical and Materials Engineering Services, but is not being utilized to meet the 35% CBE goal. The Letter of Intent submitted was in agreement with the Schedule of Participation. Marlin Engineering, Inc. is in compliance with the CBE Participation Provisions.

SRS Engineering, Inc. (#8) a certified CBE-A/E firm submitted the required Schedule of Participation that listed itself to perform W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 35%, utilizing its own forces to satisfy the established CBE-A/E goal. SRS Engineering, Inc. is in compliance with the CBE Participation Provisions.

Milian, Swain, & Associates, Inc. (#12) a certified CBE-A/E firm submitted the required Schedule of Participation that listed itself to perform W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 75%. The Schedule of Participation also listed CBE sub-consultants BCC Engineering, Inc. to perform General Structural Engineering at 7.5% and Vital Engineering, Inc. to perform General Mechanical Engineering and General Electrical Engineering, also at 7.5%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Milian, Swain, & Associates, Inc. is in compliance with the CBE Participation Provisions.

Compliance Memorandum
Roger Hernstadt
April 23, 2007
Project No. E06-WASD-01
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Please note that DBD staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Luisa Millan-Donovan, OCI
Jeboria Stanley, DBD
File



Dept. of Business Development
Project Worksheet

Project/Contract Title: DESIGN OF UPGRADES FOR SANITARY SEWER PUMP STATIONS THROUGHOUT THE MIAMI-DADE WATER AND SEWER SYSTEM (SIC 871)
Project/Contract No: E06-WASD-01
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$1,250,000.00
Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN UPGRADES FOR SANITARY SEWER PUMP STATIONS THROUGHOUT THE WATER AND SEWER SYSTEM...

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 three (3) year period; Funding Sources: Wastewater Renewal & Replacement Funds and Future WASD Revenue Bonds
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, ENGINEERING CONSTRUCTION MANAGEMENT, GEOTECHNICAL & MATERIALS ENGINEERING SERVICES. Total: \$437,500.00, 35.00%

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 11-29-06 County Manager Date 12/13/06

BUDGET PROJECT 9652002

Project Title: 9652002-PUMP STATION GENERATORS AND MISCELLANEOUS UPGRADES

Project Desc: Install emergency generators and construct miscellaneous upgrades at wastewater pump stations

Project \$\$	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
(\$\$ in 000's)	10/1/1998	9/30/2009	2,262	133	143	3,917	6,550	20,338

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	206	12	13	356	596	1,850
Construction	N/A	N/A	2,056	121	130	3,561	5,954	18,488

EXIT

Current Contracts for Project 9652002

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	<u>E06-WASD-01</u>	Design of the MDWASD's Upgrade	\$0.00	\$687,500.00	\$0.00
WS	<u>E06-WASD-01</u>	Design of the MDWASD's Upgrade	\$687,500.00	\$0.00	\$0.00
WS	<u>E06-WASD-03</u>	Design of Upgrades for the MDW	\$687,500.00	\$0.00	\$0.00
WS	<u>E06-WASD-03</u>	Design of Upgrades for the MDW	\$0.00	\$687,500.00	\$0.00

Total Allocated: \$1,375,000.00 \$1,375,000.00

Current Sites for Project 9652002

Site	Location
<u>68613</u>	Various Locations

BUDGET PROJECT 9650371

Project Title: 9650371-LIFT STATION UPGRADES AND STRUCTURAL MAINTENANCE IMPROVEMENTS

Project Desc: Repair, replace, and upgrade existing lift stations throughout the wastewater system

Project \$\$	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
(\$\$ in 000's)	10/1/2001	9/30/2011	9,038	2,873	12,105	10,134	9,734	73,086

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	822	261	1,100	922	886	6,651
Construction	N/A	N/A	8,216	2,612	11,005	9,212	8,848	66,435

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	15,557	4,008	4,451	10,134	9,734	73,086



Current Contracts for Project 9650371

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	05MWA004	Odor Control Evaluation and De	\$0.00	\$300,000.00	\$2,000,000.00
WS	05MWA004	Odor Control Evaluation and De	\$300,000.00	\$0.00	\$2,000,000.00
WS	E06-WASD-01	Design of the MDWASD's Upgrade	\$687,500.00	\$0.00	\$0.00
WS	E06-WASD-01	Design of the MDWASD's Upgrade	\$0.00	\$687,500.00	\$0.00
WS	E06-WASD-03	Design of Upgrades for the MDW	\$687,500.00	\$0.00	\$0.00
WS	E06-WASD-03	Design of Upgrades for the MDW	\$0.00	\$687,500.00	\$0.00
Total Allocated:			\$1,675,000.00	\$1,675,000.00	

Current Sites for Project 9650371

Site	Location
68608	Various Locations

Find Contracts With Search String ==>

Status View

Exit

Projects

Goto Bottom



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 650094999

Milian, Swain & Associates, Inc.

<u>DST</u>	<u>DPT</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>% Complete / Status</u>
0	PR	E00-PARK-01,R1-6	Full Service Project Specific	Various Parks	12/16/2008	\$500,000	40% / On Schedule
0	DE	E01-DERM-04, EP-21	Consultants for Civil Engineer	Various	12/18/2003	\$500,000	100% / Complete
30	WS	E06-WASD-01	Design of the MDWASD's Upgrade	Various locations throughout M	N/A	\$1,250,000	0% / On Schedule
0	PR	EDP: EDP-PR-SR-502501-04-004			N/A	\$0	0% / N/A
0	GS	EDP: EDP-PR-SR-50992			N/A	\$0	0% / N/A
0	WS	EDP: EDP-WS-SR-25			N/A	\$0	0% / N/A
Totals:					6	\$2,250,000	

* Contracts with Green Name are PSA Agreements

Status View

Exit

Projects

Goto Top

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Exit

A Department

Find Projects With Search String ==>



Capital Improvements Information System

EDP Projects Report

<u>Dept</u>	<u>Project</u>	<u>Title</u>	<u>Firm</u>	<u>PPE</u>			<u>Amount</u>
				<u>Ctr</u>	<u>Date</u>	<u>Contact</u>	
GS	EDP-PR-SR-50992	BILL SADOWSKI WETLAND RESTORATION	MILIAN, SWAIN & ASSOCIATES, INC.		12/6/2006	Dallas Hezelton	\$40,000
PR	EDP-PR-SR-502501-04-004	DEERING GLADE REHYDRATION PROJECT	MILIAN, SWAIN & ASSOCIATES, INC.		6/3/2004	Bann Williams	\$100,000
WS	EDP-WS-SR-25	PSIP CLOSEOUT CM SERVICES	MILIAN, SWAIN & ASSOCIATES, INC.		12/28/2004	Sara Leu	\$50,000
Totals: 3							\$190,000

Exit

Exit



Capital Improvements Information System

Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
DE	E01-DERM-04, EP-21	PSA	Milian, Swain & Associates, Inc.	8/14/2007	Keith Ng	Project conclusion or closeout	3.0

Evaluation Count: 1 Contractors: 1 Average Evaluation: 3.0

Exit



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: MILIAN, SWAIN & ASSOCIATES, INC.
2025 SW 32nd Ave, Suite 110
Miami, FL 33145-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE REPORTED	SUBCONTRACTORS
* R-1654-94-2	1	WS	NO MEASURE	11/01/1994	\$1,000,000	\$0	\$0		
MISC. ENGINEERING SERVICES									
Change Order #	1	JAN-01-00	0 days		\$0				
					<u>\$1,000,000</u>				
* E94-DCAD-02	1	AV	NO MEASURE	05/16/1995	\$400,000	\$0	\$0		
MISCELLANEOUS CIVIL ENGINEERING SERVICES									
Change Order #	1	MAY-20-97	0 days		\$40,000				
					<u>\$440,000</u>				
* E95-DERM-02-5	1	DE	NO MEASURE	10/03/1995	\$300,000	\$0	\$0	03/31/2002	
GENERAL ENVIRONMENTAL ENGINEERING SERVICE									
					<u>\$300,000</u>				
* E97-DERM-01A	4	DE	NO MEASURE	07/21/1998	\$300,000	\$236,571	\$0	12/31/2003	* CH2M HILL, INC. - \$80,670.17
GENERAL ENGINEERING CONSULTING SERVICES (5 CONTRACTS @ \$300,000)									
Change Order #	1		365 days		\$150,000				
					<u>\$450,000</u>				
* E97-WASD-01R(2)	5	WS	GOAL BBE 10%	10/05/1999	\$2,000,000	\$1,376,802	\$0	12/31/2003	* BND ENGINEERS, INC. - \$217,146.02 * CAS ENGINEERING, INC. - \$108,009.24 * CRA - CLARKE, INC. - \$193,903.60 * PITOMETER ASSOCIATES, INC. - \$0.00 * VITAL ENGINEERING, INC. - \$0.00
MISCELLANEOUS SERVICES - ENGINEERING FOR WASD (5 CONTRACTS @ \$2,000,000 EA.) (RESUBMITTAL 2/20/97) (SIC 871)									
					<u>\$2,000,000</u>				

17

Change Orders without dates are pending BCC approval

* Indicates closed or expired contracts



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: MILIAN, SWAIN & ASSOCIATES, INC.
 2025 SW 32nd Ave, Suite 110
 Miami, FL 33145-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
* E98-DCAD-02-1	4	AV	SET ASIDE HBE 100%	01/13/2000	\$1,002,500	\$589,539 12/31/2004	\$0		* A.D.A. ENGINEERING, INC. - \$0.00 * BND ENGINEERS, INC. - \$5,296.10 * CAS ENGINEERING, INC. - \$49,763.26 * J. J. SOSA & ASSOCIATES, INC. - \$0.00 * NOVA CONSULTING, INC. - \$0.00 * SEVERN TRENT LABORATORIES, INC. - \$7,000.00 * W. A. SUTHERLAND & ASSOCIATES, INC. - \$11,220.00
E00-PARK-01,R1-06	1	PR	NO MEASURE	10/09/2001	\$500,000	\$153,724 08/04/2006	\$0		
FULL SERVICE PROJECT PROFESSIONAL SERVICE AGREEMENTS (6 AGREEMENTS AT \$350,000 EACH) (SIC 871)									
* E01-DERM-04 EP	22	DE	NO MEASURE	11/03/2001	\$500,000	\$225,135 12/31/2003	\$0		
FEMA DORM Drainage Projects (SIC 871)									
EDP-PR-SR-602501-04-004	1	PR	NO MEASURE	06/03/2004	\$100,000	\$0	\$0		
DEERING GLADE REHYDRATION PROJECT									
EDP-WS-SR-25	1	WS	NO MEASURE	12/28/2004	\$50,000	\$0	\$0		
PSP CLOSEOUT CM SERVICES									

18

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: MILIAN, SWAIN & ASSOCIATES, INC.
2025 SW 32nd Ave, Suite 110
Miami, FL 33145-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
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EDP-PR-SR-50992	1	PR	NO MEASURE	12/06/2006	\$40,000	\$0		\$0	
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BILL SADOWSKI WETLAND RESTORATION

\$40,000

Total Award Amount	\$6,192,500
Total Change Orders Approved by BCC	\$40,000

Total Change Orders Approved After Requested Date Range	\$6,232,500
Total Change Orders Pending	\$0

	\$150,000

	\$6,382,500

19

* Indicates closed or expired contracts

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
MILIAN, SWAIN & ASSOCIATES, INC.

Agreement No.07MSAI003

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 MILIAN, SWAIN & ASSOCIATES, 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 engineering design, limited construction management services and project coordination services to upgrade various pump stations throughout the Miami-Dade Water and Sewer System- hereinafter referred to as the "Project".

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5.	Delay in Performance
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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 engineering design, limited construction management services and project coordination services to upgrade various pump stations throughout the Miami-Dade Water and Sewer System.

Task Order One (Exhibit B) – The Consultant will perform engineering services to implement the construction of pump station and force main improvements associated with existing Pump Station 372 located at 3950 NW 213th Street in unincorporated Miami-Dade County.

The total compensation for Task Order One is \$154,998.22 and the work should be completed within 21 months 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 Information Technology (IT) Division of the Department. IT 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 IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.
- J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.

- K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.
- L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. The Department may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.
- M. All consultant staff wishing to gain access to work via the COUNTY network will require a network ID and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.

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.
- (4) The COUNTY may consider adjusting the above principal hourly rate and the multipliers in the event the COUNTY adopts standards principal hourly rates and multipliers for professional engineering services agreements

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 one million two hundred fifty thousand dollars (\$1,250,000). 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 Procurement Management, Small Business Affairs' 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 "Monthly Utilization Report" form in accordance with the Department of Procurement Management, Small Business Affairs' 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: Arsenio Milian, P.E. and Julio Menache, ~~P.E.~~ 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 Mayor. The Director and the ENGINEER shall abide by the decisions of the County Mayor. The decision of the County Mayor 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. All drawings shall be AutoCAD format in a version acceptable to the Department. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. 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: BCC Engineering, Inc; Consul-Tech Surveying and Mapping, Inc; Nodarse & Associates, Inc; and Vital Engineering, Inc. 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 Procurement Management, Small Business Affairs 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 Procurement Management, Small Business Affairs 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 Monthly 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 three (3) 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 Procurement Management, Small Business Affairs. 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 Mayor 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.

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

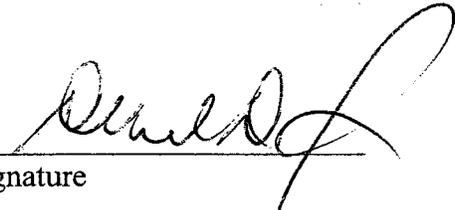
HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

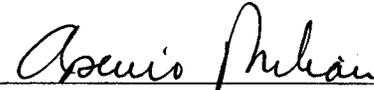
By: _____
County Mayor

WITNESSETH:

Milian, Swain & Associates, Inc.
Firm Name (Place Corporate Seal)



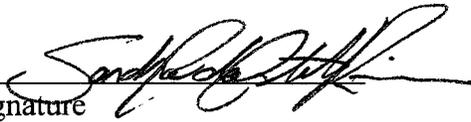
Signature

By: 

President

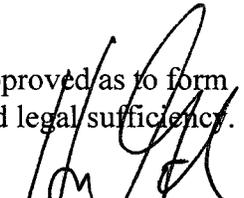
Deborah D. Swain
Printed Name

ARSENIO MILIAN
Printed Name



Signature

SANDRA CASTILLO
Printed Name

Approved as to form
and legal sufficiency.
 7/7/07

Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number
07MSAI003

I, Arsenio Milian, P.E., as the duly authorized representative of
Affiant

Milian, Swain & Associates, Inc. being first duly sworn

state: Arsenio Milian, P.E.
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade
County is: Arsenio Milian, P.E.

2025 SW 32nd Avenue, Miami, FL 33145

Federal Employer Identification Number

65-0094999

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:

Arsenio Milian, P.E -2025 SW 32nd Avenue, Miami, FL 33145	51 %
Deborah D. Swain - 2025 SW 32nd Avenue, Miami, FL 33145	49 %
	%

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:

N/A

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 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 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 31 day of July, 2007, by Arenis Melian on behalf of

Who is personally know to me
 Who produced identification:

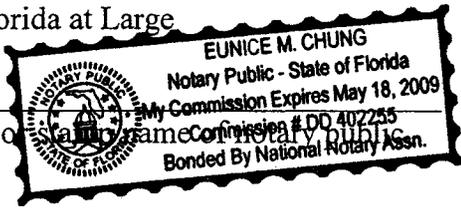
Type of Identification: _____

Eunice M. Chung
Signature of Notary Public
State of Florida at Large

Arenis Melian
Signature of Affidavit

Print, type or stamp name of Notary Public

Legal Name & Title





Milian, Swain & Associates, Inc.
 Civil & Environmental Engineers
 2025 S.W. 32nd Avenue, Miami, Florida 33145
 tel. (305) 441-0123 fax (305)441-0688

MIAMI-DADE WATER AND SEWER DEPARTMENT

MDWASD Pump Station 372 Improvements
 3950 NW 113th Street, Miami-Dade County, Florida
 (E06-WASD-01)
 June 6, 2007
 Revised: 7-16-07
 Revised: 7-20-07

SCOPE OF SERVICES

The Miami Dade Water & Sewer Department (MDWASD) requires professional engineering services to implement the construction of pump station and forcemain improvements associated with existing MDWASD 0372 located at 3950 NW 213th Street , in unincorporated Miami-Dade County. Following and based on our review of the design Scope of Work for PS 372 (NP0372), dated 5/21/07, (hereby incorporated as Exhibit A of this fee proposal), and our understanding of existing and proposed improvements, **Milian Swain & Associates, Inc.** (Consultant) and its team of sub-consultant will perform Task 1, 2 and 3 as identified in attached **Exhibit A** and within the limits depicted in attached **Exhibit B: Project Location Map**. The design team that will participate in this project is comprised of the following firms:

Milian, Swain & Associates, Inc. (Prime Consultant) – Civil Engineering
Consul-Tech Surveying & Mapping, Inc. – Surveying
Nodarse & Associates, Inc. – Geotechnical Engineering
BCC Engineering Inc. - Structural Engineering
VITAL Engineering, Inc. – Mechanical & Electrical Engineering

COMPENSATION

The Consultant shall perform the required services for this project based on the staff-hour fee estimate and projected period of performance contained in the following attached exhibits:

Exhibit C: Fee Proposal Summary.

Exhibit D: Project Schedule Summary.

The Consultant will submit monthly invoices for services rendered and costs incurred in accordance with the invoice submittal format and procedures contained in Professional Services Agreement between the **Miami-Dade County** and **Milian, Swain & Associates, Inc.** (Consultant).

ASSUMPTIONS, EXCLUSIONS, LIMITATIONS

MDWASD Pump Station 372 Improvements
3950 NW 213th Street, Miami-Dade County, Florida
(E06-WASD-01)

1. This fee proposal has been prepared without the aid of the Basis of Design Report (BODR) prepared by MDWASD for this project and with limited knowledge of existing pump station physical conditions; thus subject to scope and fee amendment(s).
2. This fee proposal is limited to engineering design services as identified in the Scope of Work for PS 372 (Attachment C) contained in Exhibit A; **except for item #9**, given that the design and permitting effort required for replacement, removal, relocation of "any other item not shown in the scope of work" cannot be quantified until after Consultant's thorough review of the BODR, detailed pump station inspection by the design team and further discussions with and approval by MDWASD.
3. It is understood that the Consultant is responsible for the preparation of construction drawings for the installation of new submersible pumps and new forcemains, based on required pump station capacity, forcemain route, forcemain diameter(s) and associated hydraulic analyses already established by MDWASD. The preparation of hydraulic calculations to validate the hydraulic analysis already performed by MDWASD is not included in this proposal.
4. Attendance to public meetings/presentations will not be required for this project.
5. Design of pump station emergency generators, generator buildings, fueling facilities is not included in this proposal.

MIAMI-DADE WATER AND SEWER DEPARTMENT
DESIGN SCOPE OF WORK for PS-372 (NP0372)
(E06-WASD-01)
Rev 05/21/2007

Section 1 – Introduction

The Miami-Dade County Office of Capital Improvements (OCI) is providing funding for this project. The Office of Capital Improvements (OCI) will have final approval of invoices and invoicing format. The Miami-Dade Water and Sewer Department (MDWASD) is requesting a man-hour and fee estimate to complete Tasks 1, 2 and 3 as specified in this document. The MDWASD assigned Task 1, Task 2 and Task 3 to the following Design Consultant (DC) XXXXXXXXXXXXXXXX.

Section 2 – Project Description

Background:

As mandated by the First Partial Consent Decree filed against the Metropolitan Dade County and the Miami-Dade Water and Sewer Department by the United States Environmental Protection Agency (USEPA), the nominal average pump operating time of each sewer pump station owned by the Department shall be less than or equal to ten (10) hours per day. Therefore any sewer pump station that operates beyond this criterion must have a remedial plan of corrective action.

Section 3 – Procurement Method for Construction

The project will be constructed by Miami-Dade standard procurement methods.

Section 4 – Preliminary Project Schedule

The preliminary project schedule shall be provided by the Department. The project deliverables and milestones will be enforced in an effort to meet the MDWASD deadlines. No scheduling delays will be tolerated.

Section 5 – Scope of Work and Deliverables

The Scope of Work of the plan for corrective action for this pump station No 372 is shown in Attachment C.

The deliverables will be provided by the Department together with the Engineering Service Request attached to the Notice to Proceed letter.

Task 1. Full Area Survey

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The Full Area Survey shall meet the MDWASD Survey Standards for As-built Submittals (See Attachment A) and include, but not limited to hard copy and electronic copy containing at least the following information:

- Above Ground Information (Pavement, Sidewalks, Fences, Structures, Power Poles, Driveway material, etc.)
- Existing Underground Utilities within the Property or Easements (Inverts, Catch Basins, Manholes, Sizes, Phone, Gas, Cable TV, Electricity, etc.)
- Existing Above Ground Utilities within the Pump Station Area or Easement (Valves, Meter Boxes, Lids, Rim Elevations, Fire hydrants, Over Head Cables, etc.)
- Hard Copy and Electronic Copy (Four (4) certified copies)

Task 2. Design Work

The design of this project is summarized in the Engineering Report that will be provided by the Department.

Task 2.1 BODR-30% Design Submittal

For the development of this sub-task, the following is the responsibility of the Consultant:

- Attend Kick-off Meeting and Prepare Draft Meeting Minutes.
- The Department will provide a detailed Engineering Report with all the necessary technical information for a sound design of the facility.
- Utility Survey
- Site Review Narrative (2-page general description of project)
- Field Observations and Conversations/Interviews (One site visit is included)
- Field Visit to Project Site Accompanied by MDWASD Project Manager & by Pump Station Maintenance Division Representative (One site visit is included)
- Site Photographs
- Property Designation / Easement Identification (MDWASD will provide this information if available, otherwise will be part of the CD to obtain a Certified Survey of the property)
- Identification of Municipal Jurisdictions and Special Requirements (provided by the County)
- Clear Identify Utility Conflicts and Document Information on Utility Survey Status Sheet with corresponding Back-up Information. (See Attachment C). To be provided with DC's Monthly Invoice.
- Permitting Requirements from different Agencies.
- Geotechnical Report if Required and in Compliance with MDWASD Standards and Specifications (One (1) Soil Boring will need to be provided within the Pump Station site to the depth specified by the Engineer)

- MOT Requirements (if needed) will be supplied for the permits.
- The Design set will consist of the following sheets: Cover, Demolition & Proposed site plans, Mechanical's, Structural's & Electrical.
- Location of Tie-Ins to Existing System.
- Revision of the Design Schedule.
- Preliminary Construction Cost Estimate.
- Attend Submittal Review Meeting (if needed) and Prepare Meeting Minutes
- Submit Proposed Horizontal Alignment to the specific Public Works department for Dry-Run Approval.
- Provide Eight (8) sets of hard copies and one (1) set of electronic copy.

Task 2.2 60% Design Submittal

The 60% submittal will include, but is not limited to, the following information:

- Include Comments from BODR-30% Submittal
- Selected Design Alternative (if any)
- Detail the Permitting Requirements. (listed in a memo format)
- Design Schedule Review, including schedule for permit applications and estimated time for approvals.
- ~~Detailed Construction Cost Update.~~
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes.
- Provide Eight (8) sets of hard Copies and one (1) set of electronic copy

Task 2.3 90% Design Submittal

The 90% submittal will include, but is not limited to, the following information:

- Include Comments from 60% Submittal Review
- Design Schedule Review.
- Construction Schedule Review.
- Completed Permit Applications for Review.
- Attend (one) Submittal Review Meeting
- Engineer's Construction Cost Estimate, based on bid items in the standardized Proposal. (the County to supply the format and previous bid prices)
- List of Materials and corresponding cost estimates
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes.
- Provide Eight (8) sets of copies and one (1) set electronic copy.

Task 2.4 Contract and Bid Documents

The Complete Bid Package will be submitted with the 90% Design Submittal as per MDWASD Standards and will include, but not limited to the following information:

- **Front-End Documents** (The Design Consultant is responsible for the following documents):
 - Table of contents
 - Advertisement for bids
 - Questionnaire
 - Instruction to bidders
 - Proposal (according to Standard Bid Items List w/descriptions and quantities)
 - Certified resolution (proposal/bid bond)
 - Prescribed bid bond
 - Bidder's affidavit
 - Disclosure affidavit
 - Sworn statement - public entity crimes
 - Employment disclosure affidavit
 - Clearinghouse affidavit
 - Ordinance 98-30 affidavits and disclosure form
- **Contract**
 - Certified resolution (contract, performance and payment bonds)
 - Surety performance and payment bond
 - General covenants and conditions
 - Supplemental general conditions (when Ordinance 90-143 is applicable), including Wage and Benefit Schedules, Community Small Business Enterprise Participation Provisions, Appendices and Contractors Certification List, and all Applicable Miami-Dade County Programs, such as the Community Workforce Program, Etc.
 - Others as required
- **Technical Specifications**
 - Scope
 - Plans by the Department
 - Sequence of Construction and General Information
 - Measurement and Payment (describing scope of activities included in Proposal).
 - Others as required.
- **Appendices**

Task 2.5 Permit Package

The DC will prepare the Permit Packages and obtain applicable signatures once the 90% submittal has been reviewed and approved. The checks for the permit fees from the

different agencies are provided as described in Task 2.7. The DC will submit the Permit Packages and checks to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include eight (8) copies and the following information:

- Revised 90% Drawings, signed and sealed by the DC, and Specifications.
- Traffic Control or MOT separate from the set of plans.
- Required Support Information for each Permit Request.
- Completed Permit Applications for Each Agency Signed and Sealed by the DC
- Tracking Sheet with Indication of Dates of Submittal of Each Application and Approval or Comments from the Corresponding Agency.
- Incorporate Revisions Requested by the Permitting Agencies

Task 2.6 100% Design Submittal (Final)

The 100% Submittal will include the following items:

- Include Comments from 90% Submittal Review and Permitting Agencies
- Permits
- Final Construction Schedule.
- Final Construction Cost Estimate.
- Bid Package containing:
 - Mylar paper 100% Construction Drawings
 - Approved 100% Construction Drawings (Four (4) copies)
 - Master Specifications Book (Original not bounded)
 - Master Specifications Book (four copies, bounded)
 - CD with 100% Construction Drawings
 - CD with Master Specifications Book.

Task 2.7 Permit Fees

The Design Consultant will be responsible for all Permit Fees. This task shall be budgeted according to the estimated permit direct cost for every agency. The Permit Fees in this task will be charged against this budget item and reimbursed to the DC with the presentations of corresponding receipts only for the actual cost of permits. Although there could be some funds left in this sub-task at the end of the project, the DC will not be allowed to bill for the remaining portion.

Task 3 Limited Construction Support Services

The Limited Construction Support Services will include the following items:

- Attend (one) Pre-Bid Meeting
- Attend (one) Pre-Construction Meeting

- Respond to reasonable Request for Information (RFI)
- Review Shop Drawings
- Plan Revisions During Construction (if required)
- Review and approval to change order requests (if requested)

Section 6 – Design Proposal Assumptions

The estimates for this Proposal shall include the following:

- Prepare and deliver "status reports" to MDWASD as back up for each Invoice. (See Attachment B)
- A copy of all project related correspondence sent or received by the DC shall be sent to the MDWASD Project Manager.
- Implementation of an internal Quality Assurance/Quality Control (QA/QC) process to ensure proper design and adherence to MDWASD and all applicable standards. The DC shall submit with this proposal the time that he plans to use in every Task to be in compliance with the project.
- Application of MDWASD's latest standard form, construction contract, standard design details, and design criteria and policies for use in completing the Construction Package. (latest standards supplied by MDWASD)
- The use of Surveying Consultant for surveying services by providing them with a surveying scope of work and their fee in the proposal. Survey must follow MDWASD Site Survey Requirements (See Attachment A)
- DC will request as-built record plans from MDWASD or other utilities as necessary.

Section 7 – Proposed Design Schedule

The Department will provide the detailed project design schedule for this project. The start date to coincide with the written Design Notice to Proceed (NTP). The Review periods by MDWASD for each submittal not to exceed 15 calendar days shall be included in the project design schedule.

Section 8 – Proposed Project Cost

The DC must submit a detailed breakdown in the proposal for the engineering fees by TASK (See Attachment D). The DC must submit a detailed breakdown of Task 3 - Limited Construction Support Services (See Attachment E). A separate proposal should be Included for surveying with breakdown description of activities and the associated fee (See Attachment F).

ATTACHMENT A

SITE SURVEY REQUIREMENTS

- A. The full route survey will include all intersections. The survey at the intersections will extend 50 feet beyond the points of curvature (point at which right-of-way lines intersect)
- B. Boundary information will include right-of-way lines, subdivision lines, section lines, lot lines, base lines and easement lines as required by the project. The surveyor will gather boundary line data from the right-of-way maps and MDWASD and utility easement records. The surveyor will depict and label boundary data on the plans for informational purposes only. The surveyor will not perform a boundary survey.
- C. MDWASD Survey Procedure for Horizontal and Vertical Control
1. Survey stationing goes from south to north and from west to east (if a pipeline project). Stationing should be tied to established monumental lines. The surveyor must tie baseline or centerline to section corners, or to monument lines or to right-of-way lines at intersection (if a pipeline project).
 2. ~~Survey is to be performed in the State Plane Coordinate System.~~
 3. The surveyor must reference points along the survey line to perpetuate the alignment. Whenever possible, the reference points should be established at right angles to the survey base line and at intervals no longer than 1,400 feet. Show reference points on construction plans at intersection (if a pipeline project).
 4. Establish the centerline of side streets. Set nail and disc. Give station equation and angle turned. Show on plans (if a pipeline project).
 5. Show all curve data (horizontal) on plans. Set points of curvature and points of tangency in the field, reference the P.C. and P.T. or P.I. (if a pipeline project). This information may be shown in tabular form and written inside the drawing.
 6. Tie easement lines to the baseline; give station and angle turned (if a pipeline project).
 7. Set centerline or base line stations every 100 feet on the ground using iron rods in dirt area or P.K. nails on asphalt (if a pipeline project), and show elevation of set points.
 8. On vertical control refer to the datum used (NGVD, City of Miami). The Department will allow the use of an assumed datum only with permission in writing and under no circumstance will the elevation assumed be less than 100.00.

9. The surveyor will establish bench marks and temporary bench marks (T.B.M.) throughout the project at approximately 1,000 feet intervals (if a pipeline project). Show information on plans.

10. Tie the centerline to the baseline, if different, to each other (if a pipeline project).

11. Tie proposed pipe to centerline or baseline not to right-of-way line. The surveyor will tie the right-of-way line to the centerline or the baseline (if a pipeline project)

12. Show all survey information on plans.

13. Show all points of intersections and deflection angles. Bearings can substitute angles (if a pipeline project). Include bases of bearings on plans (plat, township, etc.)

D. Topographic information gathered will include the following:

1. Horizontal and vertical location of visible fixed improvements within project limits.

2. Location of trees with 3-inch diameter trunks or larger.

3. Rim, top and invert elevations of all existing sanitary sewers' manholes, pump wet and dry wells, drainage culverts, manholes and catch basins.

4. Locate project site centerline low and high points with elevations.

5. Cross-sections elevations at approximately one hundred (100) feet stations of the applicable features (if a pipeline project).

a) The centerline of the roadway

b) Edge of the pavement

c) Top of shoulder

d) Bottom of shoulder

e) The centerline of swale

f) Gutter

g) Top of the curb

h) Back of the sidewalk

i) Right-of-way line

j) Low points

k) Medians

6. Any abrupt changes in grades immediately beyond the limits of the project.

The Registered Surveyor will submit to the design consultant, an AutoCAD Version 14 drawing file, four (4) signed and sealed survey plans of the project site at 1-inch equals 40-foot scale. The design consultant will prepare preliminary and final designs based on this survey. The design consultant will submit to the PM and MDWASD one (1) copy of the final survey.

ATTACHMENT C



Scope of Work for PS 372 (NP0372)

1. Saw cut the existing (common) top slab of the two structures and remove the existing valve box complete. Install a new 6'x 6' internal dimension valve vault with new 6" DI pipe and fittings, plug and check valves, sump for sump pump, emergency discharge connection and hatch. All as per the MDWASD standards

2. New 1400 LF of 8-inch DIFM (from PS to Douglas Rd) and 1800 LF of 12-inch DIFM in Douglas Rd. (from NW 213 St. to NW 207 St.). This new FM will eliminate the existing discharge of this PS 372 into the collection basin of PS 371.

3. Rehabilitate the existing 6 ft wet well, as indicated in structural drawings

4. Install new 10 HP pumps with all other appurtenances.

5. New lateral service, power meter, main safety fused disconnect switch, control panel, connection box, wiring and grounding system.

6. Install new vent pipe @ the west side of hatch of the existing wet well.

7. The existing EOC will remain outside the existing valve box (if possible) to be used during by-pass operation. Once the station is back in line, this EOC will be either removed or deactivated on site, as directed by the Engineer.

8. Replace any part of sidewalk, pavement or any other damaged area, after construction.

9. Provide, replace, remove, relocate, any other item not shown in this scope of work that will improve the general upgrade to this station, AFTER the Engineer's approval.

5/21/2007

Rev. 6/12/2007

MILIAN, SWAIN & ASSOCIATES, INC.

EXHIBIT C

FEE PROPOSAL FOR ENGINEERING SERVICES LABOR EXPENSES

REVISED 7-20-07

PROJECT: MDWASD PUMP STATION 372 (NP0372) & FORCEMAIN IMPROVEMENTS

CLIENT: MIAMI DADE WATER AND SEWER DEPARTMENT
ESTIMATED BY: JULIO MENACHE

Position	Name & Company	Multiplier	Hourly Rate	30% Design Submittal			60% Design Submittal			90% Design Submittal			Contract and Bid Documents		100% Design Plans		Construction Services		Total Hours	Raw Costs	MULTIPLIED COSTS										
				Task 2.1	Task 2.2	Task 2.3	Task 2.4	Task 2.5	Task 2.6	Task 2.7	Task 2.8	Task 2.9	Task 3.0	Task 3.1	Task 3.2																
PRINCIPAL ENGINEER	ARSENIO MILIAN, P.E.	1.00	\$ 125.00	1	2	2	1	1	2	2	2	1	1	2	2	2	2	2	11	\$ 1,375.00	\$ 1,375.00										
PROJECT MANAGER	JULIO M. MENACHE	2.85	\$ 59.01	24	32	12	4	4	4	4	4	4	4	4	4	4	4	16	\$ 5,664.96	\$ 16,145.14											
SENIOR ENGINEER	JUAN JURADO	2.85	\$ 38.52	4	8	4	4	0	0	0	0	0	0	0	0	0	0	0	\$ 693.36	\$ 1,976.08											
PROJECT ENGINEER	JOE PALACIOS	2.85	\$ 32.86	60	120	48	40	40	24	24	48	40	40	8	8	8	8	40	\$ 11,172.40	\$ 31,841.34											
CADD TECHNICIAN	LOURDES GARCIA	2.85	\$ 23.97	60	120	60	60	0	16	16	60	0	16	16	16	16	16	16	\$ 6,903.36	\$ 19,674.58											
WORD PROCESSOR	SANDRA CASTILLO	2.85	\$ 18.62	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	\$ 409.64	\$ 1,167.47											
Total Task Costs:				\$ 14,424.48				\$ 26,051.96				\$ 4,968.29				\$ 3,196.79				\$ 7,886.06				\$ 26,218.72				\$ 72,179.60			
Total Labor Cost:				\$ 72,179.60																											

Summary of Direct Expenses		Summary of Reimbursable Expenses	
Units	No. of	\$/Unit	Total
Reproduction and Shipping Costs	1		
Air Travel			
Lodging (by days)			
Car Rental (by days)			
Gas (for rental cars only)			
Food			
Breakfast			
Lunch			
Dinner			
Business Mileage	250	MILES	
Total Labor and Direct Expenses =		\$73,388.26	
IG of .25% (if applicable) =		\$ 183.47	
Subtotal Direct Expense			\$ 1,208.66
Labor, Direct Expense and I.G. =			\$ 73,571.73

Summary of Reimbursable Expenses	
Units	\$/Unit
TASK 2.7 REVIEW/PERMIT FEES (See Note 1)	1
Estimated Plans Review/Permit Fees from regulatory agencies (FDEP, DERMA-Wastewater, MD-Building Dept.)	
Subtotal of Permit Fees	
IG of .25% (if applicable) = \$ 2.50	
Reimbursable Expense & I.G.	
Total	
\$ 1,000.00	
\$ 1,000.00	
\$ 1,002.50	

MILIAN, SWAIN & ASSOCIATES, INC. Total of Labor, Direct Expenses, Reimbursable Expenses and I.G.	
Subconsultants	Total
BCC ENGINEERING, INC. (STRUCTURAL)	\$ 13,473.25
VITAL ENGINEERING INC. (MECHANICAL/ELECTRICAL)	\$ 27,966.45
NODARSE & ASSOCIATES, INC. (GEOTECHNICAL)	\$ 6,933.00
CONSULTTECH ENGINEERING, INC. (SURVEYING)	\$ 28,221.58
TOTAL SUB-CONSULTANTS FEE	\$ 76,594.28
SUB-CONSULTANT ADMINISTRATION FEE (@ 5%)	\$ 3,829.71
GRAND TOTAL PROJECT FEE	
\$ 154,998.22	

NOTES:

1. Estimated plans review/permit fees only. Construction Permit fees to be paid by Client or Contractor.

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EXHIBIT D

MIAMI DADE WATER & SEWER DEPARTMENT "PUMP STATION 372 (NP0372) & FORCEMAIN IMPROVEMENTS"

Project Schedule Summary

JULY 20, 2007

ID #	Task Name and/or Activity Description	Duration CALENDAR DAYS	Start Date	Finish Date
1	RECEIPT OF WRITTEN N.T.P. FROM MDWASD (*)	1	9/01/07	9/01/07
2	TASK 1.0: SURVEY			
3	Perform PS site & FM Route Survey & submit to MDWASD	60	9/01/07	10/30/07
4	MDWASD Survey Review Period (*)	15	11/01/07	11/15/07
5	TASK 2.1: 30% SUBMITTAL			
6	Geotechnical Testing & Report	45	9/01/07	10/15/07
7	Request & Receive ALL existing utility documentation (*)	60	9/01/07	10/30/07
8	Prepare 30% Submittal package and submit to MDWASD & Public Works	60	10/01/07	11/30/07
9	MDWASD (30%) & Public Works (Dry Run) Review Period (*)	15	12/01/07	12/15/07
10	TASK 2.2: 60% SUBMITTAL			
11	Prepare 60% package & submit to MDWASD	45	12/15/07	1/30/08
12	MDWASD 60% review Period (*)	15	2/01/08	2/15/08
13	TASK 2.3: 90% SUBMITTAL			
14	Prepare 90% package & submit to MDWASD	30	2/15/08	3/15/08
15	MDWASD 90% review Period (*)	15	3/15/08	3/30/08
16	TASK 2.4: CONTRACT & BID DOCUMENTS			
17	Prepare Contract Bid Docs. and submit to MDWASD	15	3/01/08	3/15/08
18	MDWASD review period (*)	15	3/15/08	3/30/08
19	TASK 2.5 AND 2.7: PERMIT PACKAGE & PERMIT FEES			
20	Prepare Permit Package(s) & fees and submit to regulatory agencies	15	4/01/08	4/15/08
21	Regulatory Agencies Review and Approval Period (*)	30	4/15/08	5/15/08
22	TASK 2.6: 100% DESIGN SUBMITTAL (FINAL)			
23	Prepare 100% (FINAL) package & submit to MDWASD	15	5/15/08	5/30/08
24	TASK 3: BIDDING & CONSTRUCTION PERIOD (**)			
25	Miami Dade County Procurement, Bidding & Award of Contract Period (**)	180	6/01/08	11/30/08
26	Pump Station & Forcemain Construction Period (**)	180	12/01/08	5/30/09
27	Project Close-out & P.S. and Forcemain Certification (**)	30	6/01/09	6/30/09

ASSUMPTIONS:

(*) Written Notice to Proceed will be received from MDWASD no later than SEPTEMBER 1, 2007 AND Utility Companies will respond and provide record drawings within the Duration allocated in this schedule AND review period by MDWASD and the regulatory agencies will not exceed the duration allocated in the above schedule.

(**) Bidding & Construction Period duration PROJECTED only. The Consultant has no control over the duration of these tasks.