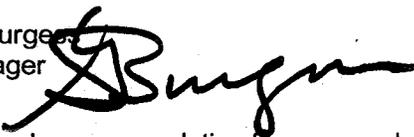


MEMORANDUM



Date: October 2, 2007

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

From: George M. Burge
County Manager 

Subject: Contract award recommendation for proposed upgrades to the Central District Wastewater Treatment Plant and its appurtenant facilities including Pump Stations 1 and 2 - Project No: E06-WASD-12; Contract No: E06-WASD-12

Agenda Item No. 8(R)3F

Recommendation

This recommendation for award for Contract No. E06-WASD-12 between MWH Americas, 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 professional engineering and construction management services to upgrade the infrastructure and operations of the Central District Wastewater Treatment Plant (CDWWTP) and its appurtenant facilities including Pump Stations 1 and 2.

Scope

PROJECT NAME: Proposed Upgrades to MDWASD's CDWWTP and its Appurtenant Facilities including Pump Stations 1 and 2

PROJECT NO: E06-WASD-12

CONTRACT NO: E06-WASD-12

PROJECT DESCRIPTION: The Consultant, MWH Americas, Inc. is to provide professional engineering and construction management services to upgrade the infrastructure and operations of the CDWWTP and its appurtenant facilities including Pump Stations 1 and 2.

The scope of services includes but is not limited to renewal and replacement of projects for the CDWWTP's existing facilities including an evaluation of existing equipment condition, capacity and useful life expectancy as well as preparation of prioritized rehabilitation or replacement schedule and related design services. Engineering services will also be performed on an as-needed basis during the design phase including preliminary site investigations, survey, geotechnical, hydraulic modeling and analysis, coordination with other utilities, preparation of design reports, drawing and contract specifications for structural, electrical and mechanical projects.

In addition, the Consultant will provide construction management services including site inspections and attendance at meetings, review of shop drawings, review claims and potential change orders, review contract schedules, schedule of values, and as-built drawings. Project coordination services are anticipated to include establishing a plan to implement projects and track project schedules, budgets and deadlines.

RECEIVED

2007 AUG 10 PM 12: 54

CMO-CAPITAL
IMPROVEMENTS

PROJECT LOCATION: Central District Wastewater Treatment Plant 3989 Rickenbacker Causeway, Miami, FL 33149

PRIMARY COMMISSION DISTRICT: District 7 Carlos A. Gimenez

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E06-WASD-12

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

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

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECT:	<u>BUDGET PROJECT / DESCRIPTION</u> 9653421-CENTRAL DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT Book Page: 303 ✓ Funding Year: Adopted Budget Book for FY 2006-2007, Prior Years Funds	<u>AWARD ESTIMATE</u> <u>\$8,800,000.00</u> ✓
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PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<p><u>TYPE CODE DESCRIPTION</u></p> <p>Prime 6.03 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS</p> <p>Prime 11.00 GENERAL STRUCTURAL ENGINEERING</p> <p>Prime 12.00 GENERAL MECHANICAL ENGINEERING</p> <p>Prime 13.00 GENERAL ELECTRICAL ENGINEERING</p> <p>Prime 16.00 GENERAL CIVIL ENGINEERING</p> <p>Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT</p> <p>Other 6.01 WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS</p> <p>Other 6.02 WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE</p>
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PUMPING FACILITIES

Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

Other 10.09 ENVIRONMENTAL ENGINEERING - WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT

Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING

NTPC'S DOWNLOADED: 135

PROPOSALS RECEIVED: 7

CONTRACT PERIOD: 2190 Calendar Days; Six (6) years. Design services for various projects including permitting 3 years; construction bid 1 year and construction management 2 years.

CONTINGENCY PERIOD: 219

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$8,000,000.00

BASE CONTRACT AMOUNT: \$8,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$800,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$8,800,000.00

Track Record / Monitor

EXPLANATION

On February 7, 2007, MDWASD Projects E06-WASD-12, E06-WASD-13 and E06-WASD-14 were advertised as a group with other MDWASD Projects grouped separately, making for a total of 10 projects. The advertisement stated that firms were to submit one proposal per group and the prime consultant selected for a particular project would be ineligible for the remaining projects.

The Competitive Selection Committee met on April 9, 2007 and ranked MWH Americas, Inc., second of the seven proposals submitted for this project. CH2M Hill, Inc. was ranked first of the aforementioned proposals and was recommended for award for Project No. E06-WASD-14. MWH Americas, Inc. was the next highest ranked firm and was selected for Project No. E06-WASD-12. Brown and Caldwell was recommended for award for Project E06-WASD-13. The Competitive Selection Committee waived the 2nd Tier meeting.

The Negotiation Committee was approved May 30, 2007 and on June 6, 2007, the Negotiation Committee held its first meeting with MWH Americas, Inc. Negotiations were concluded on June 27, 2007. This is the recommendation to award the contract to MWH Americas, Inc.

Based on the Office of Capital Improvements CIIS database; the County has completed two (2) evaluations for MWH Americas, Inc. with an average overall performance of 3.75 points out of a total of 4 points.

SUBMITTAL DATE: 3/16/2007

ESTIMATED NOTICE TO PROCEED: 10/30/2007

PRIME CONSULTANT: MWH Americas, Inc.

COMPANY PRINCIPAL: John Darmody, P.E.

COMPANY QUALIFIERS: John Darmody, P.E.

COMPANY EMAIL ADDRESS: luis.casado@mwhglobal.com

COMPANY STREET ADDRESS: 2655 LeJeune Road, Suite 320

COMPANY CITY-STATE-ZIP: Coral Gables, FL 33134

YEARS IN BUSINESS: 50

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Two Contracts totaling \$4,020,000 have been executed during the last 5 years. MWH Americas have held seven (7) contracts with various Miami-Dade County Departments for a total dollar value of \$63,951,250 since 1993.

SUBCONSULTANTS: BND Engineering, Inc., Cardozo Engineering, Inc., Consul-Tech Construction Management, Inc., Consul-Tech Development Services, Inc., Consul-Tech Surveying & Mapping, Inc., HR Engineering Services, Inc., Media Relations Group, LLC., Milian, Swain & Associates, Inc., and Nova Consulting, 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: John W. Chorlog, Jr. (786) 552-8102 jwcho01@miamidade.gov

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

Background

BACKGROUND:

MDWASD requires the services of MWH Americas, Inc. to obtain the comprehensive engineering services needed to evaluate, rehabilitate, and upgrade the infrastructure and operations at the CDWWTP, its appurtenant facilities including Pump Stations 1 and 2 and to provide construction management services.

MWH Americas, Inc. services are needed to provide a complete evaluation for improving the treatment processes, operations, and efficiencies, including safety, energy conservation, security, biosolids management, corrosion control and assessment management. Additionally, to provide a complete evaluation of regulatory requirements.

**BUDGET APPROVAL
FUNDS AVAILABLE:**

*For
Start*



OSBM DIRECTOR

8-17-07

DATE

JS

**APPROVED AS TO
LEGAL SUFFICIENCY:**

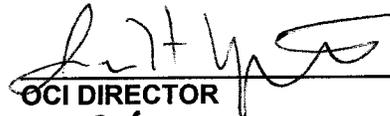


COUNTY ATTORNEY

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 to the Central District Wastewater Treatment Plant
and its Appurtenant Facilities including Pump Stations 1 and 2
MWH AMERICAS, INC.
Project No. E06-WASD-12

BUDGET PROJECT AND DESCRIPTION:

9653421 - ~~Water Treatment Plant - Hialeah/Preston Improvements~~ Central District Upgrades - Wastewater Treatment Plant

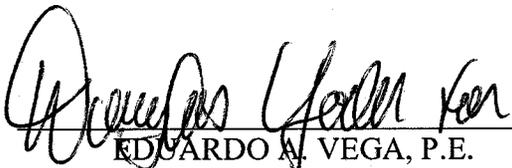
FUNDING SOURCE:

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

INDEX CODES:

EW621, EW643 and 2011S

ASSISTANT DIRECTOR, ENGINEERING:


EDUARDO A. VEGA, P.E. 8/7/07
DATE

DEPT. BUDGET OFFICER


PEDRO VELAR 8/3/2007
DATE

ASSISTANT DIRECTOR, FINANCE


DIANE CAMACHO 8/7/07
DATE

DEPUTY DIRECTOR, OPERATIONS


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

STRATEGIC AREA:
DEPARTMENT:

Neighborhood and Unincorporated Area Municipal Services
Water and Sewer

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

Wastewater Projects

PROJECT # 9653421

CENTRAL DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

DESCRIPTION: Construct odor control facilities, digester improvements, digested sludge holding tanks, dewatering facilities, miscellaneous electrical improvements, outfall rehabilitation, a new gas pipeline, a new flushing water line, and a sludge handling facility

LOCATION: Virginia Key
City of Miami

DISTRICT LOCATED: 7
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	1,226	200	200	500	2,120	500	500	0	5,246
State Revolving Loan Wastewater Program	801	0	0	0	0	0	0	0	801
WASD Revenue Bonds Sold	11,648	0	0	0	0	0	0	0	11,648
Future WASD Revenue Bonds	0	0	0	0	0	0	29,375	0	29,375
TOTAL REVENUE:	13,675	200	200	500	2,120	500	29,875	0	47,070
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	667	255	326	77	145	93	857	1,861	4,281
Construction	6,668	2,551	3,259	772	1,453	929	8,562	18,595	42,789
TOTAL EXPENDITURES:	7,335	2,806	3,585	849	1,598	1,022	9,419	20,456	47,070

CENTRAL MIAMI-DADE WASTEWATER TRANSMISSION MAINS AND PUMP STATION IMPROVEMENTS

PROJECT # 9650241

DESCRIPTION: Construct a force main crossing Bear Cut, a force main in Flagler St from SW 37 Ave to SW 10 Ave, and a force main from Miami Beach to the Central District Waste Water Treatment Plant

LOCATION: Wastewater System - Central District Area
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	1,843	0	0	0	0	0	0	0	1,843
WASD Revenue Bonds Sold	1,630	0	0	0	0	0	0	0	1,630
Future WASD Revenue Bonds	0	0	0	12,000	0	0	63,970	0	75,970
TOTAL REVENUE:	3,473	0	0	12,000	0	0	63,970	0	79,443
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	63	109	135	373	364	364	1,911	3,910	7,229
Construction	627	1,088	1,351	3,727	3,636	3,636	19,089	39,060	72,214
TOTAL EXPENDITURES:	690	1,197	1,486	4,100	4,000	4,000	21,000	42,970	79,443

BUDGET PROJECT 9653421

Project Title: 9653421-CENTRAL DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

Project Desc: Construct digester improvements, digested sludge holding tanks, dewatering building improvements and process, and miscellaneous electrical improvements, rehabilitate outfall, and flushing water line

Project \$\$ (\$\$ in 000's)	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
	10/1/1997	9/30/2012	7,335	2,806	3,585	849	1,598	47,070

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

<u>Milestone:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Planning/Design	N/A	N/A	667	255	326	77	145	4,281
Construction	N/A	N/A	6,668	2,551	3,259	772	1,453	42,789

CDPWeb Project Revenue (\$ IN 000'S)

<u>Revenue:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Wastewater Connection	N/A	N/A	1,226	200	200	500	2,120	5,246
State Revolving Loan	N/A	N/A	801	0	0	0	0	801

EXIT

Current Contracts for Project 9653421

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	<u>05MWA004</u>	Odor Control Evaluation and De	\$0.00	\$200,000.00	\$2,000,000.00
WS	<u>05MWA004</u>	Odor Control Evaluation and De	\$200,000.00	\$0.00	\$2,000,000.00
WS	<u>E06-WASD-12</u>	Proposed Upgrades to MDWASD's	\$8,800,000.00	\$0.00	\$8,000,000.00
WS	<u>E06-WASD-12</u>	Proposed Upgrades to MDWASD's	\$0.00	\$8,800,000.00	\$8,000,000.00

Total Allocated: \$9,000,000.00 \$9,000,000.00

Current Sites for Project 9653421

<u>Site</u>	<u>Location</u>
<u>68529</u>	Virginia Key
<u>69988</u>	NW 17TH AVE and NW 56TH ST
<u>69992</u>	SW 184TH ST and SW 137TH AVE
<u>69993</u>	SW 184TH ST and SW 137TH AVE
<u>69995</u>	NW 32ND AVE and NW 62ND ST
<u>69996</u>	NW 137TH AVE and NW 58TH ST
<u>69997</u>	NW 137TH AVE and NW 58TH ST
<u>69998</u>	6800 SW 87TH AVE
<u>69999</u>	NW 2ND ST bet NW 67TH AVE and 72 Ave to W Flagler
<u>70000</u>	3851 RICKENBACKER CSWY
<u>70687</u>	NE 211TH ST and NE 28TH AVE
<u>70688</u>	111 NW 1 ST 33128
<u>70693</u>	2575 NE 151 ST 33160
<u>70716</u>	390 NW NORTH RIVER DR
<u>71398</u>	SW 79TH AVE and SW 90TH ST
<u>71399</u>	SW 90TH ST and SW 69TH CT
<u>71400</u>	2575 NE 151 ST 33160

Memorandum



Date: May 10, 2007

To: Roger Hernstadt, Director
Office of Capital Improvements

From: Penelope Townsley, Interim Director 
Small Business Affairs, Department of Procurement Management

Subject: CBE Compliance Review
Project No. E06-WASD-12
Design of Upgrades to Miami-Dade Water and Sewer Department's (Central District)
Waste Water Treatment Plant

The Small Business Affairs, Department of Procurement Management (SBA/DPM), formerly 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 CH2M Hill, Inc. (#2), Earth Tech Consulting, Inc. (#3), Metcalf & Eddy, Inc. (#5), MWH Americas, Inc. (#6), and Brown & Caldwell Corporation (#7) for compliance review.

CH2M Hill, Inc. (#2) submitted the required Schedule of Participation that listed CBE sub-consultants Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 15%, Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 12%, Vital Engineering, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 6%, and Nadic Engineering Services, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, and Geotechnical and Materials Engineering Services at 2%. The Letters of Intent submitted were in agreement with the Schedule of Participation. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

Earth Tech Consulting, Inc. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 14%, CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 10%, Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying and General Civil Engineering at 3%, and Geosol, Inc. to perform Geotechnical and Materials Engineering Services also at 3%. The Schedule of Participation also listed Straight Line Engineering, Inc., a Non-CBE (at the time of proposal submittal), to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and General Civil Engineering at 5%. Earth Tech

Compliance Memorandum
Roger Hernstadt
May 10, 2007
Project No. E06-WASD-12
Page 2

Consulting, Inc. is not in compliance with the CBE Participation Provisions, as a result of the 5% deficit towards meeting the required 35% CBE goal. The CBE Participation Provisions, Section E.2.a.iii., states: "Respondents who submit a defective Schedule of Participation may be voidable. Examples of defects include, but are not limited to incomplete Schedules, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule." Additionally, Section E.2. of the same Provisions also states: "The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal." An Investigatory Hearing was held on Monday April 23, 2007 by Small Business Affairs (SBA), Department of Procurement Management to address the firm's non-compliance. Earth Tech Consulting, Inc. is not in compliance with the CBE Participation Provisions.

Metcalf & Eddy, Inc. (#5) submitted the required Schedule of Participation that listed CBE sub-consultants A.D.A. Engineering, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Structural Engineering, General Mechanical Engineering, General Civil Engineering, and Engineering Construction Management at 10%, Leiter Perez & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, Surveying and Mapping-Land Surveying, General Civil Engineering and Engineering Construction Management at 7%, Planning and Economics Group, Inc. to perform Value Analysis/Life-Cycle Costing-Port and Waterway, Value Analysis/Life-Cycle Costing-General Structural Engineering, and Value Analysis/Life-Cycle Costing-General Electrical Engineering at 1%, Fraga Engineers, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 4%, Geosol, Inc. to perform Geotechnical and Materials Engineering Services at 2%, Ford Engineers, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facility and General Civil Engineering at 7%, Nifah and Partners Consulting Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Structural Engineering, General Civil Engineering, and Engineering Construction Management also at 7%. The Letters of Intent submitted for Planning and Economics, Fraga Engineers, Ford Engineers, and Nifah and Partners were in agreement with the Schedule of Participation. However, the other Letters of Intent submitted listed W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, Environment Engineering-Wellfield, Groundwater, Surfwater Protection and Management General Structural Engineering, General Mechanical Engineering, General Electrical Engineering, General Civil Engineering, and Engineering Construction Management for A.D.A. Engineering and W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, Surveying and Mapping-Land Surveying, and General Civil Engineering for Leiter Perez. The information listed on the Schedule of Participation and the Letter of Intent should be the same. In a clarification letter to Small Business Affairs (SBA),

Compliance Memorandum
Roger Hernstadt
May 10, 2007
Project No. E06-WASD-12
Page 3

Department of Procurement Management, Metcalf & Eddy confirmed that A.D.A. Engineering will perform W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Structural Engineering, General Mechanical Engineering, General Electrical Engineering, General Civil Engineering, and Engineering Construction Management and Leiter Perez will perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, Surveying and Mapping-Land Surveying, and General Civil Engineering. Metcalf & Eddy, Inc. is in compliance with the CBE Participation Provisions.

MWH Americas, Inc. (#6) submitted the required Schedule of Participation that listed CBE sub-consultants Nova Consulting, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, Environmental Engineering-Wellfield, Groundwater, Surfwater Protection & Management, General Civil Engineering, and Engineering Construction Management at 20%, BND Engineers, Inc. to perform General Civil Engineering and Engineering Construction Management at 8%, Cardozo Engineering, Inc. to perform W & S Sewer Systems- W & S Sewage Treatment Plants and General Civil Engineering at 5%, Millian, Swain & Associates, Inc. to perform W & S Sewer Systems- W & S Sewage Treatment Plants and Engineering Construction Management at 2%, and HR Engineering Services, Inc. to perform Geotechnical and Materials Engineering Services also at 2%. The Schedule of Participation also listed Financial Analysis and Planning to be performed by Millian Swain; but, these services cannot be utilized to meet the CBE-A/E goal. The Letters of Intent submitted were in agreement with the Schedule of Participation. MWH Americas, Inc. is in compliance with the CBE Participation Provisions.

Brown & Caldwell Corporation (#7) submitted the required Schedule of Participation that listed CBE sub-consultants A & P Consulting Transportation Engineers Corporation to perform Site, Civil, and Electrical Engineering at 15%, Avino & Associates, Inc. to perform Surveying at 2.5%, CES Consultants, Inc. to perform Construction Services at 15%, HR Engineering Services, Inc. to perform Geotechnical Services at 1.5%, and Westhorp & Associates, Inc. to perform Environmental Services at 3%. However, the Letters of Intent submitted listed General Electrical Engineering and General Civil Engineering for A & P Consulting, Surveying and Mapping-Land Surveying for Avino and Associates, Engineering Construction Management for CES Consultants, Geotechnical and Materials Engineering Services for HR Engineering, and Water Distribution & Sanitary Sewage Collection & Transmission, General Civil Engineering, and Contamination Assessment and Monitoring for Westhorp and Associates. The information listed on the Schedule of Participation and the Letter of Intent should be certified technical categories and should be the same (on both forms). In a clarification letter to Small Business Affairs (SBA), Department of Procurement Management, Brown and Caldwell confirmed that A & P Consulting Engineers will perform General Electrical Engineering and Engineering Construction Management, CES Consultants will perform Engineering Construction Management, Avino & Associates will perform Surveying and Mapping-Land Surveying, HR Engineering will perform

Compliance Memorandum
Roger Hernstadt
May 10, 2007
Project No. E06-WASD-12
Page 4

Geotechnical and Materials Engineering Services, and Westthorp & Associates will perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection. Brown & Caldwell Corporation is in compliance with the CBE Participation Provisions.

Please note that SBA / DPM 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: Miriam Singer, DPM
Luisa Millan-Donovan, OCI
Jeboria Stanley, SBA/DPM
File



Dept. of Business Development
Project Worksheet

Project/Contract Title: DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENTS WASTEWATER TREATMENT PLANTS (SIC 871)
Project/Contract No: E06-WASD-12
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$8,000,000.00
Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING DESIGN, CONSTRUCTION MANAGEMENT AND PROJECT COORDINATION SERVICES.

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 Professional Services Agreement will be for a six (6) year period; Funding Sources: Water 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. Includes rows for W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL, GENERAL ELECTRICAL ENGINEERING, SURVEYING AND MAPPING-LAND SURVEYING, etc.

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

Handwritten signatures and dates: Chairperson, Review Committee (11/29/06), County Manager (12/13/06)



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: MWH AMERICAS, INC.
2655 Le Jeune Rd, Suite 320
Coral Gables, FL 33134

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE REPORTED	SUBCONTRACTORS
* R1290-93	1	AV	NO MEASURE	10/05/1993	\$1,000,000	\$0		\$0	
GENERAL ENGINEERING SERVICES									
Change Order #	1	JAN-01-01	0 days		\$1,500,000				
					<u>\$2,500,000</u>				
* E93-WASD-01-02	1	WS	NO MEASURE	04/07/1994	\$8,000,000	\$2,039,938		\$0	* BERMELLO, AJAMIL & PARTNERS, INC. - \$61,549.00 * C.A.P. GOVERNMENT, INC. - \$214,913.00 * CARDOZO ENGINEERING, INC. - \$40,268.00 * DIVERSIFIED MANAGEMENT INTERNATIONAL, INC. - \$180,987.00
PUMP STATION IMPROVEMENT PROGRAM									
* E93-WASD-01-2A	1	WS	GOAL BBE 8%	04/07/1994	\$16,000,000	\$0	03/31/2002	\$0	* C.A.P. GOVERNMENT, INC. - \$15,120.38 * CAP ENGINEERING CONSULTANTS, INC. - \$0.00 * CARDOZO ENGINEERING, INC. - \$40,213.00 * CARNEY-NEUHAUS, INC. - \$0.00 * DATAKEY, INC. - \$1,075.78 * DEVCORP SERVICES, INC. - \$0.00 * DIVERSIFIED MANAGEMENT INTERNATIONAL, INC. - \$52,434.68 * EAC CONSULTING, INC. - \$0.00 * J G R & PARTNERS, INC. - \$0.00 * NOVA CONSULTING, INC. - \$553,211.00 * THE GOTHARD GROUP - \$0.00
GENERAL ENGINEERING SERVICES/ PUMP STATION: AMENDMENTS ONLY									
Change Order #	1	MAR-04-99	633 days		\$0				
					<u>\$16,000,000</u>				

14

* Indicates closed or expired contracts



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: MWH AMERICAS, INC.
2655 Le Jeune Rd, Suite 320
Coral Gables, FL 33134

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
* E94-WASD-02	1	WS	NO MEASURE	11/01/1994	\$2,500,000	\$0	\$0		
MISC ENGINEERING SERVICES/WASTEWATER IMPROVEMENT									
Change Order #	1	JAN-16-96	0 days		\$431,250				
Change Order #	2		1095 days		\$500,000				
Change Order #	3	MAR-31-98	365 days		\$0				
					<u>\$3,431,250</u>				
E95-DERM-05	1	DE	NO MEASURE	04/02/1996	\$30,000,000	\$0	\$0	03/31/2002	
GROUNDWATER, SURFACE WATER & SOIL CONTAMINATION									
Change Order #	1	MAR-18-99	730 days		\$0				
Change Order #	2		365 days		\$0				
					<u>\$30,000,000</u>				
E01-WASD-05, PROJECT 1	1	WS	NO MEASURE	11/03/2001	\$2,000,000	\$1,067,815	\$0		* BERMELO, AJAMIL & PARTNERS, INC. - \$48,828.54 * C.P.E. SERVICES, INC. - \$0.00 * CARDOSO ENGINEERING, INC. - \$44,115.00 * CES CONSULTANTS, INC. - \$23,383.20 * DIVERSIFIED MANAGEMENT INTERNATIONAL, INC. - \$103,418.00 * NOVA CONSULTING, INC. - \$58,894.55
Program Management Services for Wastewater Peak Flow Program (SIC 871)									
					<u>\$2,000,000</u>				
E04-WASD-04	1	WS	GOAL CBE 10%	02/04/2005	\$2,020,000	\$0	\$0		* CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. - \$0.00 * HAZEN AND SAWYER, P.C. - \$0.00 * NOVA CONSULTING, INC. - \$0.00
GENERAL ODOR EVALUATION AND DESIGN FOR WASTEWATER FACILITIES									
					<u>\$2,020,000</u>				

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* 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: MWH AMERICAS, INC.
2655 Le Jeune Rd, Suite 320
Coral Gables, FL 33134

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
Total Award Amount							\$61,520,000		
Total Change Orders Approved by BCC							\$1,931,250		
Total Change Orders Approved After Requested Date Range							\$63,451,250		
Total Change Orders Pending							\$500,000		
							<u>\$63,951,250</u>		

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* Indicates closed or expired contracts

Find Contracts With Search String ==>

Status View

Exit

Projects

Goto Bottom



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 951878805

MWH Americas, 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>Last Status Award Date</u>	<u>% Complete / Status</u>
30	WS	05MWA004	Odor Control Evaluation and De	Countywide	3/31/2008	\$2,000,000	5/30/2007	0% / Work Order within Duration
30	WS	E01-WASD-05, Project 1	Program Management Services fo	Countywide	11/2/2005	\$2,000,000	1/24/2007	82% / Work Order within Duration
7	WS	E06-WASD-12	Proposed Upgrades to MDWASD's	Central District Wastewater Tr	N/A	\$8,000,000	3/26/2007	0% / On Schedule
Totals:					3	\$12,000,000		

* Contracts with Green Name are PSA Agreements

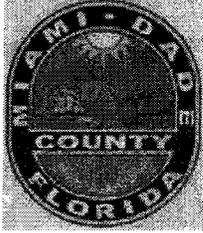
Status View

Exit

Projects

Goto Top

Exit



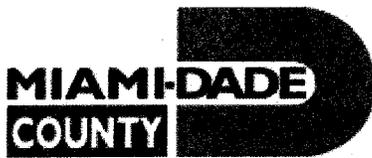
Capital Improvements Information System

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>
WS	<u>E01-WASD-05, Project 1</u>	PSA	<u>Montgomery Watson Harza</u>	11/7/2006	Howard J Fallon Jr	Completion of study or design	<u>3.8</u>
WS	<u>E01-WASD-05, Project 1</u>	PSA	<u>Montgomery Watson Harza</u>	11/16/2006	Peter M Jelonek	Completion of study or design	<u>3.7</u>
WS	<u>E01-WASD-05, Project 1</u>	PSA	<u>MWH Americas, Inc.</u>	11/7/2006	Howard J Fallon Jr	Completion of study or design	<u>3.8</u>
WS	<u>E01-WASD-05, Project 1</u>	PSA	<u>MWH Americas, Inc.</u>	11/16/2006	Peter M Jelonek	Completion of study or design	<u>3.7</u>

Evaluation Count: 4 Contractors: 1 Average Evaluation: 3.8

Exit



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Water and Sewer Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-WASD-05, Project 1 Work Order No: Task 09
 Contract Name: Program Management Services for Wastewater Peak Flow Program Contact: Sara Leu
 Award Amount: \$2,000,000.00 (786) 552-8045
 Contract Type: PSA
 Contractor: MWH Americas, Inc. FEIN: 951878805
 Consultant:

Evaluator ID: pjelo01

Date: 11/16/2006

Period: Completion of study or design

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

Overall Performance Average: 3.7

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
 Luis Casado at Phone# 954 846 0401

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

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

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

Evaluation delivered to: Luis Casado

*** Rating Key**

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Water and Sewer Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-WASD-05, Project 1 Work Order No: Task 11
 Contract Name: Program Management Services for Wastewater Peak Flow Program
 Award Amount: \$2,000,000.00 Contact: Sara Leu (786) 552-8045
 Contract Type: PSA
 Contractor: MWH Americas, Inc. FEIN: 951878805
 Consultant:

Evaluator ID: HJFAL01

Date: 11/7/2006

Period: Completion of study or design

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

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting: Luis Casado at Phone# (305) 582-6024

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

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

Evaluation delivered to: Luis Casado, MWH

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
MWH AMERICAS, INC.

Agreement No. 07MWH A005

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 MWH AMERICAS, INC., a Denver 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 services for the Upgrades to the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant and its appurtenant facilities including Pump Stations 1 and 2- hereinafter referred to as the "Project".

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

22. Proprietary Information
23. Affirmative Action Plan
24. Equal Opportunity
25. Office of the County Inspector General
26. Independent Private Sector Inspector General
27. Domestic Leave
28. Performance Evaluations
29. Ethics Commission
30. Assignment of Agreement
31. Entirety of Agreement
32. Modification
33. Governing Law
34. Security Restrictions
35. Sanctions for Contractual Violations
36. Severability

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

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

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

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

office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include providing professional engineering and construction management services to upgrade the infrastructure and operations of the MDWASD Central District Wastewater Treatment Plant and its appurtenant facilities including Pump Stations 1 and 2.

Task Order One (Exhibit B) – The Consultant will perform Task One which will comprise of the following tasks for the Central District Wastewater Treatment Plant:

1. Kick-off Meeting, Review Existing Information and Perform Initial Site Visit
2. Perform Field Inspections and Assessments
3. Compile Field Data and Develop Draft Report Existing Condition Report
4. Incorporate Comments from Final Review Meeting and Submit Final Conditions Report

The total compensation for Task Order One is \$700,000 and the work should be completed within 210 days 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, materialmen, 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, including an office trailer at the COUNTY facilities 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) or 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. Expenses incurred by ENGINEER for an office trailer required to perform services at the COUNTY's treatment facilities. In the event the COUNTY requests the ENGINEER to provide an office trailer, the COUNTY shall reimburse the ENGINEER for expenses associated with the use of the office trailer such as the lease payments, office furniture and equipment, permitting fees, site preparation fees

including installation of utilities, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY.

4. Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.
5. Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.
6. 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 eight million (\$8,000,000). 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 "Monthly Utilization Report" form in accordance with the Department of Procurement Management Small Business Affairs Division's requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

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

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: John Darmody, P.E. and Luis Casado, 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: BND Engineers, Inc; Cardozo Engineering, Inc; Consul-Tech Construction Management, Inc; Consul-Tech Surveying & Mapping, Inc; HR Engineering Services, Inc; Media Relations Group, LLC; Milian, Swain & Associates, Inc; Consul-Tech Development Services, Inc., and Nova Consulting, 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 Division 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 Division 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 six (6) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

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

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

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

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

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount \$5,000,000 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. 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 original insurance policies under a court protective order.

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 attention of 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 contract. 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 Contract, 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 is 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:

MWH Americas, Inc.
Firm Name (Place Corporate Seal)

Debbie L. Farris
Signature

By: Raymond G. Hartley
Vice President, MSS SE Div. Director

Debbie L. Farris
Printed Name

Raymond G. Hartley
Printed Name

Angella C. George
Signature

Angella C. George
Printed Name

Approved as to form
and legal sufficiency.
[Signature] 9/7/07
Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number: 07MWH A005

I, Raymond G. Hartley, as the duly authorized representative of
Affiant

MWH Americas, Inc. being first duly
sworn

state: MWH Americas, Inc.
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with
Miami-Dade County is:

2655 LeJeune Road, Suite 500, Coral Gables, FL 33134

Federal Employer Identification Number

95-1878805

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:

NA %

_____ %

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:

NA

3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?

NA

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

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- (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.

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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
Project No. E06-WASD-12
Agreement No. 07MWH005
07/19/2007

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 seven 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 24 day of July, 2007, by Raymond G. Hartley on behalf of

Who is personally know to me
 Who produced identification:

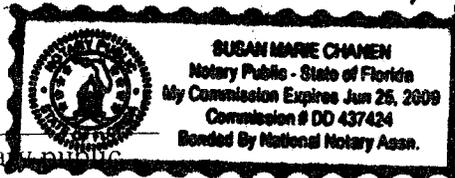
Type of Identification: _____

Susan Marie Charen

Raymond G. Hartley

Signature of Notary Public
State of Florida at Large

Signature of Affidavit



Print, type or stamp name of notary public

Susan Marie Charen / Admin Manager

Legal Name & Title

**OCI Project No. E06-WASD-12
Work Order No. 1**

PROJECT BACKGROUND/OBJECTIVE

Under the executed Agreement for OCI Project No. E06-WASD-12, the Miami-Dade Water and Sewer Department (Department) has requested that MWH Americas, Inc. (MWH) perform Work Order No. 1 for the Central District Wastewater Treatment Plant, Pump Station No.1 and Pump Station No.2 defined as the "PLANT". The objective of this Work Order No. 1 will be to gather existing documentation, conduct field inspections and examine the existing condition of individual PLANT components.

SCOPE OF SERVICES

TASK 1 Kick-off Meeting, Review Existing Information and Initial Site Visit

MWH will be responsible for overall coordination and management of the project through its assigned Project Manager (PM). The MWH PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The MWH PM's efforts will be focused on completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating QA/QC reviews of project efforts and identifying and communicating to the Department issues that arise which may impact project progress.

MWH will begin work activities for this project by reviewing available background data provided by the Department and conducting an initial site visit.

Subtask 1.1: Kick-off and Progress Meetings

MWH will prepare for and attend the initial kick-off meeting to be held at the CDWWTP with representatives from the Department. The purpose of this meeting will be to confirm the objectives of Work Order No. 1, review the schedule and the list of background data to be provided by the Department. An anticipated list of documents to be provided is presented below:

- 1) Record drawings, including Process and Instrumentation Drawings (P&IDs)
- 2) Basis of design criteria for each treatment process unit,
- 3) Operational Permits, permit warnings, and/or violations issued by regulatory agencies,
- 4) List of mechanical, field and I&C equipment,
- 5) Control system architecture block diagram and HMI screens,
- 6) Electrical load studies,
- 7) Geotechnical reports and other available site information,
- 8) Department design criteria and standards,
- 9) O&M guides, manuals and records,
- 10) Cost data such as bid tabs or work orders,
- 11) Other reports, evaluations, inspections, studies and improvements.

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Work Order No. 1

MWH will also provide data from previous work on the CDWWTP (Biowin and Hydraulic Modeling) and hold up to three coordination meetings with consultants preparing the Biosolids Master Plan and the modifications to the CDWWTP head-works.

The MWH PM will lead monthly progress meetings with the Department PM to review the progress reports. These progress meetings will be attended by the MWH PM and MWH PE and the Department PM. The PM will prepare monthly progress reports to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, and any project issues requiring discussion or resolution.

DELIVERABLES:

- 1) Kick-off Meeting Minutes
- 2) Monthly progress meeting agenda and minutes.
- 3) Monthly progress reports

Subtask 1.2: Compile, Organize and Summarize Existing Documents

MWH will review the background data provided by the Department and perform one initial site visit and meeting with PLANT personnel. A draft Technical Memorandum (TM) No. 1 summarizing the information compiled and reviewed will be developed. The objective of TM 1 will be to document the available background information and to identify critical data gaps, conflicting information, and additional data needs.

DELIVERABLES:

- 1) Initial site visit meeting minutes
- 2) Draft Technical Memorandum (TM 1)
- 3) Final Technical Memorandum (TM 1)

TASK 2 Perform Field Inspections and Assessments

MWH shall develop an inspection plan to conduct field work to visually inspect and assess the physical condition and operational status of existing equipment at the PLANT.

Subtask 2.1: Develop Inspection Plan

MWH will prepare forms, procedures and schedule for review by the Department to complete the field inspection of the equipment at the PLANT. A draft Technical Memorandum (TM) No. 2 summarizing the forms, procedures and schedule will be developed. A meeting will be held to review the draft TM.

DELIVERABLES:

- 1) Meeting Minutes
- 2) Draft Technical Memorandum (TM 2)
- 3) Final Technical Memorandum (TM 2)

OCI Project No. E06-WASD-12
Work Order No. 1

Subtask 2.2: Perform Field Inspections

Field inspections are anticipated to be performed over an eight-week period by a spectrum of discipline engineers including Repair and Rehabilitation (R&R), Treatment Process, Operations & Maintenance (O&M), Civil, Mechanical, Electrical, Instrumentation & Control (I&C), Structural and Heating Ventilation and Air-Conditioning (HVAC) for the facilities in the PLANT. The following disciplines are anticipated to be engaged in field inspections with participation from different level individuals to the disciplines:

Position/Expert		
Project Manager		
Technical Manager		
R&R Specialist		
Treatment Process Specialists		
O&M Specialists		
Civil Engineers		
Mechanical Engineers		
Electrical Engineers		
I&C Engineers		
Structural Engineers		
HVAC Engineers		

Field inspections will be performed in accordance with the approved TM 2. The inspections are anticipated to be in a technical level staggered format with technical experts' participation during start/review/completion. Supervising and Senior Engineering members of the team will be providing field inspections and data gathering on a continuous basis between start/review/completion with integration in latest task orders. Visual inspections will be performed without the use of additional support structures (e.g., ladders, lifts).

It is anticipated that MWH will perform a visual inspection of the electrical and instrumentation, HVAC, Civil Utilities (excluding underground and any other components requiring confined space entry) and mechanical equipment by documenting equipment status and physical condition. A photographic record will be created for each piece of equipment inspected. Maintenance Building, Electrical Substations, Storage Warehouses and Administration Buildings will not be part of the field inspections for this task. Inspection of Civil utilities will be limited to visually available equipment. Buried infrastructure (e.g. pipelines) will be assessed based on review of available documentation only.

Structural inspections will record visual evidence of cracks, spalling, delamination, and corroded rebar in the concrete. Existing structures that contain wastewater shall be

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OCI Project No. E06-WASD-12
Work Order No. 1

partially dewatered by the Department prior to inspection to fully expose the range of air/water interface. The Department shall be responsible for draining and cleaning of tanks and other hydraulic structures as necessary for inspection by MWH. If dewatering is not possible at the time of inspections only exposed surfaces of the facilities will be inspected. MWH will also visually inspect existing structures, structural steel and miscellaneous metals and record corrosion, delamination, and exfoliation.

The anticipated facilities to be inspected are:

- Pump Station No. 1 and No. 2
- Underground Utilities (paper investigation – not visual inspection).
- Septage Unloading Stations
- Head Works
- Blower Facilities
- Oxygenation Trains
- Oxygen Generation Facilities
- Clarifiers
- RAS Pump Stations
- Sludge Concentrators, Digesters, Thickeners
- Dewatering and Polymer Facilities
- Sludge Weigh Stations
- Co-Generation Facilities
- Effluent Pump Station
- Chlorination Facilities
- System Controls and Facilities
- Auxiliary Facilities: Fuel and Generator Storage, Potable Water, Electrical Distribution, Odor Control, Reuse (Backwash).

Documentation of equipment status (e.g., working or not-working) and physical condition will not determine if design intent has been satisfied (e.g, flow meters and analyzers will not be checked for calibration; delivery of rated capacity by each pump will not be verified). Architectural features will not be evaluated as part of this task. Individual I&C/SACADA architecture loops will not be validated.

DELIVERABLES:

- 1) Field inspection forms and photographic records
- 2) Inventory Database (Excel Spreadsheet) of Inspected Facilities.

TASK 3 Compile Field Data and Develop Draft Existing Conditions Report

MWH shall gather data collected under Task 1 and 2 and perform a planning level criticality analysis for each unit process inspected. The criticality analysis will be used to determine modes of failure and determine cause/effect of a failure. Failure will be

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Work Order No. 1

classified by Safety Critical, Permit Critical, Process Critical and/or Cost Critical. The level of redundancy and/or alternative process mode will be identified. The analysis will be documented by unit process on a Criticality Evaluation form. This information will be used to determine critical equipment items and process areas in the treatment plant to be addressed in future plant upgrades and may also be used to develop maintenance priorities.

The draft Existing Conditions Report will include the methodology used to perform the fieldwork; inspection reports; photographic records; criticality analysis; equipment age and service life status based on the Department's CMMS database; evaluation of Permit and O&M reporting methods with a compliance matrix; an AACE International CLASS 5 Asset Replacement value will be assigned for inspected equipment; and MWH will identify critical work activities to be performed for Assets identified as critical and under failure conditions.

A final review meeting will be held to review the draft Report and prioritize future work activities into an Implementation Plan that will be used to develop subsequent task orders under Agreement E06-WASD-12.

DELIVERABLES:

- 1) Final Review Meeting Minutes
- 2) Draft Existing Conditions Report

**TASK 4 Incorporate Comments from Final Review Meeting and
 Submit Final Existing Conditions Report**

MWH shall review and incorporate comments from the Final Review Meeting into the Final Existing Conditions Report.

DELIVERABLES:

- 1) Final Existing Conditions Report

OCI Project No. E06-WASD-12
Work Order No. 1

ASSUMPTIONS

1. Department will provide existing background information to MWH in electronic, native-file or *.PDF format and one reproducible copy.
2. MWH will provide the Department with six copies of draft and final documents and one electronic version in *.PDF on CD for TM and Report deliverables.
3. Department PM will provide consolidated staff review comments to the MWH PM within 5 working days of receipt of the TM and Report deliverables.
4. MWH will issue electronic draft meeting minutes to attendees within 3 working days of each meeting. MWH will allow 2 working days for receipt of comments from all attendees before proceeding to issue final electronic meeting minutes in *.PDF format to attendees.

COMPENSATION

The total compensation for Task Order One will be on a Lump Sum Basis for a negotiated fee of \$700,000.00.

SCHEDULE

It is anticipated that work activities described herein will be completed within 210 calendar days of receipt of an executed Notice to Proceed.

Critical Path Milestone Schedule.(Estimated dates on the basis of NTP)

TASK 1.- NTP	October 1, 2007
Task 1.1.- Project Kick off Meeting	October 8, 2007
DEPARTMENT to Provide Data	October 24, 2007
Task 1.2.- Complete MWH Review of Data Received	November 7, 2007
Submittal of TM1	November 17, 2007
Review Meeting	November 21, 2007
TASK 2.- Start	November 24, 2007
Task 2.1. - Submittal of Draft Inspection Plan (TM2)	December 8, 2007
DEPARTMENT's comments to TM2	December 12, 2007
Submittal of Final Inspection Plan (TM2)	December 19, 2007
Task 2.2. - Start of Field Inspections	December 22, 2007
Completion of Field Work	January 16, 2007
Present Field Data	January 30, 2007
TASK 3.- Meeting Outline of Draft Report w/ Data Evaluation	February 7, 2007
Presentation of Draft Report	February 27, 2007
Received Comments to Draft Report	March 18, 2008
TASK 4.- Meeting for Final Report and Response to Comments	March 25, 2008
Submittal of Final Report	April 14, 2008.

Proposal - Work Order No 1 E06-WASD-12

Proposal for Engineering Services Labor Expenses

Attachment A

Position	Name	Hourly Rate	Task 1 (Hours)	Task 2 (Hours)	Task 3 (Hours)	Task 4 (Hours)	Total Labor (Hours)	Raw Costs	FEE
Senior Technical (QA/QC)	Glenn Humphries	\$211.32	40	80	40	22	182	\$ 13,494.75	\$ 38,460.05
Senior Technical Advisor	Rudy Tekippe	\$242.25	40	40	40	30	150	\$ 12,750.00	\$ 36,337.50
Technical Advisor	Dale Richwine	\$205.09	40	40	40	40	160	\$ 11,513.60	\$ 32,813.76
Project Manager	Luis Casado	\$157.95	60	120	120	30	330	\$ 18,288.60	\$ 52,122.51
Technical Manager	John Visconti	\$184.40	80	160	140	30	410	\$ 26,527.00	\$ 75,601.95
Supervisor Professional	Lynette Cardoch	\$137.03	60	120	80	32	292	\$ 14,039.36	\$ 40,012.18
Senior Professional	Charles Alix	\$193.37	30	160	80	30	300	\$ 20,355.00	\$ 58,011.75
Disciplines	O&M and R&R	\$215.77	24	40	8	8	80	\$ 6,056.80	\$ 17,261.88
	Civil	\$232.28	24	40	12	4	80	\$ 6,520.00	\$ 18,582.00
	Mechanical and HVAC	\$187.39	8	40	12	4	64	\$ 4,208.00	\$ 11,992.80
	Electrical	\$150.62	8	40	12	2	62	\$ 3,276.70	\$ 9,338.60
	I/C	\$153.27	8	40	12	2	62	\$ 3,334.36	\$ 9,502.93
	Process	\$219.31	8	40	12	2	62	\$ 4,770.90	\$ 13,597.07
	Structural	\$191.66	8	40	12	2	62	\$ 4,169.50	\$ 11,883.08
Professional Engineer	Sangeeta S.	\$108.59	60	160	80	4	304	\$ 11,582.40	\$ 33,009.84
Technical Professional Engineer	Brian Lamay	\$116.99	60	160	80	4	304	\$ 12,479.20	\$ 35,565.72
Administrative	Various	\$79.80	40	100	80	40	260	\$ 7,280.00	\$ 20,748.00
Subtotal			598	1,420	860	286	3,164		\$ 514,841.60

Units	No. of	\$ / Unit	Total
Air Travel	15 flight	Coach Fair -	\$ 6,903.00
Lodging (by days)	74 days	See Attached "Maximum Daily Lodging Rates" (Miami \$ 125)	\$ 9,250.00
Car Rental (by days)	50 days	\$50.00	\$ 2,500.00
Gas (for rental cars only)	250 Gallons	\$3.00	\$ 750.00
Food			
Breakfast	60 Meals	\$ 7.00 (when travel begins before 6 a.m. and extends beyond 8 p.m.)	\$ 420.00
Lunch	70 Meals	\$ 11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	\$ 770.00
Dinner	60 Meals	\$ 18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	\$ 1,260.00
Mileage	0 Miles	\$ 0.485 (for use of personal vehicle)	\$ -
Reimbursable Project Cost		Audited Cost Rate on Cell, Computers, Copiers, Faxes, Correspondance, Materials Reports, etc	\$ 29,251.18
Inspector General .25% of above, if applicable		\$ 1,672.69	\$ 1,672.69
Note: For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.		Total Labor Dir. Exp. & IGI	\$567,618.47

Total Amount for Lump Sum \$ 567,618.47 **\$132,381.56** \$ 700,000.03

MWH Subs Total

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Position	Name	Labor Multiplier	Raw Salary	Hourly Rate	Travel	Cost per Trip	#Trips	Duration
Senior Technical (QA/QC)	Glenn Humphries	2.85	\$ 74.15	\$ 211.32	Local	\$0	0	0
Senior Technical Advisor	Rudy Tekippe*	2.85	\$ 85.00	\$ 242.25	Los Angeles	\$480	2	6
Technical Advisor	Dale Richwine	2.85	\$ 71.96	\$ 205.09	Seattle	\$739	3	10
Project Manager	Luis Casado	2.85	\$ 55.42	\$ 157.95	Local	\$0	0	0
Technical Manager	John Visconti	2.85	\$ 64.70	\$ 184.40	Local	\$0	0	0
Supervisor Professional	Lynette Cardoch	2.85	\$ 48.08	\$ 137.03	Local	\$0	0	0
Senior Professional	Charles Alix	2.85	\$ 67.85	\$ 193.37	Denver	\$389	3	10
Discipline Leaders	Various	2.85	\$ 67.68	\$ 192.90		\$0	0	0
O&M and R&R	H. Aiken	2.85	\$ 75.71	\$ 215.77	Local	\$0	0	0
Civil	R. Attoulikan*	2.85	\$ 81.50	\$ 232.28	Denver	\$389	2	6
Mechanical and HVAC	B. Vogel*	2.85	\$ 65.75	\$ 187.39	Denver	\$389	2	6
Electrical	R. Abordo	2.85	\$ 52.85	\$ 150.62	Local	\$0	0	0
I/C	S. Singh*	2.85	\$ 53.78	\$ 153.27	Denver	\$389	1	12
Process	B. Petrick*	2.85	\$ 76.95	\$ 219.31	Tampa	\$225	1	12
Structural	M. Fordman*	2.85	\$ 67.25	\$ 191.66	Denver	\$389	1	12
Professional Engineer	Sangeeta S.	2.85	\$ 38.10	\$ 108.59	Local	\$0	0	0
Technical Professional Engineer	Brian Lamay	2.85	\$ 41.05	\$ 116.99	Local	\$0	0	0
Administrative	Various	2.85	\$ 28.00	\$ 79.80	Local	\$0	0	0

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Proposal - Work Order No 1 E06-WASD-12

Proposal for Engineering Services Labor Expenses - Consultech Development Services

Attachment A-2

Position	Name	Hourly Rate	Task 1 (Hours)	Task 2 (Hours)	Task 3 (Hours)	Task 4 (Hours)	Total Labor (Hours)	Raw Costs	FEE
Principal	Carlos Mallol	\$ 301.44	8				8	\$ 846.16	\$ 2,411.56
Senior Engineer	Azad Shah	\$ 194.57	8	8			24	\$ 1,638.48	\$ 4,669.67
Project Manager	Mathew Alexander	\$ 123.32	8	32	8		48	\$ 2,076.96	\$ 5,919.34
Project Engineer	William Garcia	\$ 150.71					-	\$ -	\$ -
Project Engineer	Edgar Espinoza	\$ 132.90					-	\$ -	\$ -
							-	\$ -	\$ -
							-	\$ -	\$ -
							-	\$ -	\$ -
							-	\$ -	\$ -
							-	\$ -	\$ -
							-	\$ -	\$ -
							-	\$ -	\$ -
Subtotal			24	40	16	0	80	\$ 4,561.60	\$ 13,000.56

Units	No. of	\$ / Unit	Total
Air Travel	0 flight		
Lodging (by days)	0 Days	Coach Fair -	
Car Rental (by days)	0 Days	See Attached "Maximum Daily Lodging Rates" (Miami \$ 125)	
Gas (for rental cars only)	0 Gallons	\$50.00	
Food		\$2.30	
Breakfast			
Lunch	0 Meals	\$ 5.00 (when travel begins before 6 a.m. and extends beyond 8 p.m.)	
Dinner	0 Meals	\$ 9.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Mileage	0 Miles	\$ 18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
		\$ 0.48 (for use of personal vehicle)	
Inspector General .25% of above, if applicable			
Total Labor Dir. Exp. & IG			\$ 13,000.56

Note: For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Consultech DS

Total Amount for Lump Sum \$ 13,000.56

0
0

57

Proposal - Work Order No 1 E06-WASD-12

Proposal for Engineering Services Labor Expenses - Consultech Surveying and Mapping

Attachment A-3

Position	Name	Hourly Rate	Task 1 (Hours)	Task 2 (Hours)	Task 3 (Hours)	Task 4 (Hours)	Total Labor (Hours)	Raw Costs	FEE
Principal	Carlos Mallol	\$ 301.44		0				\$ -	\$ -
Senior Manager	Sevin Bruce	\$ 120.70		0				\$ -	\$ -
Surveyor Manager	Darryl Hauser	\$ 102.66		0				\$ -	\$ -
Survey Tech	Paul Raskin	\$ 71.25		0				\$ -	\$ -
Surveyors	TBD	\$ 99.75		0				\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
Subtotal			0	0	0	0		\$ -	\$ -

Units	No. of	\$ / Unit	Total
Air Travel	0 flight		\$ -
Lodging (by days)	0 Days	Coach Fair -	\$ -
Car Rental (by days)	0 Days	See Attached "Maximum Daily Lodging Rates" (Miami \$ 125)	\$ -
Gas (for rental cars only)	0 Gallons	\$50.00	\$ -
Food		\$2.30	\$ -
Breakfast	0 Meals		\$ -
Lunch	0 Meals	\$ 5.00 (when travel begins before 6 a.m. and extends beyond 8 p.m.)	\$ -
Dinner	0 Meals	\$ 9.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	\$ -
Mileage	0 Miles	\$ 18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	\$ -
	Inspector General	\$ 0.48 (for use of personal vehicle)	\$ -
	General	25% of above, if applicable	\$ -
		Total Labor Dir. Exp. & IG	\$ -

Note: For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Consultech S&M

Total Amount for Lump Sum \$ -

Proposal - Work Order No 1 E06-WASD-12

Proposal for Engineering Services Labor Expenses - NOVA Engineering Consulting, Inc.

Attachment A-4

Position	Name	Hourly Rate	Task 1 (Hours)	Task 2 (Hours)	Task 3 (Hours)	Task 4 (Hours)	Total Labor (Hours)	Raw Costs	FEE
Principal	Maria Molina	\$ 213.75	4				4	\$ 300.00	\$ 855.00
Project Lead Eng	Steven Eagle	\$ 173.34	12	40	16	24	92	\$ 5,595.44	\$ 15,947.00
Discipline Lead Eng	James Nichols	\$ 123.32	5				5	\$ 216.35	\$ 616.60
Senior Engineer*	Benjamin Gilbert	\$ 117.82	20	120	20	8	168	\$ 6,945.12	\$ 19,793.59
Senior Engineer*	Yusseff Hachem	\$ 151.48	20	100	20	8	148	\$ 7,866.20	\$ 22,418.67
Staff Engineer	Rachel Ferradaz	\$ 101.40	40	60	40	60	200	\$ 7,116.00	\$ 20,280.60
CADD Senior Designer	Stephanie Minguez	\$ 86.93	8	6	12		26	\$ 793.00	\$ 2,260.05
CADD Staff Designer	Orlando Alfonso	\$ 71.93	20	12	24		56	\$ 1,413.44	\$ 4,028.30
Senior Admin	Alex Regalado	\$ 61.65	4	30	20	40	94	\$ 2,033.22	\$ 5,794.68
Admin	Jose Saucedo	\$ 57.00	10				10	\$ 200.00	\$ 570.00
Subtotal			143	368	152	140	803	\$ 32,478.77	\$ 92,564.49

Units	No. of	\$ / Unit	Total
Air Travel	0 flight		\$ -
Lodging (by days)	0 Days		\$ -
Car Rental (by days)	0 Days		\$ -
Gas (for rental cars only)	0 Gallons	\$50.00	\$ -
Food		\$2.30	\$ -
Breakfast			\$ -
Lunch			\$ -
Dinner			\$ -
Mileage			\$ -
Inspector General - 25% of above, if applicable			\$ -
Note: For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.			\$ -
Total Labor Dir. Exp. & IG			\$ 92,564.49

NOVA

Total Amount for Lump Sum \$ 92,564.49

0
0

59

Proposal - Work Order No 1 E06-WASD-12

Proposal for Engineering Services Labor Expenses - Milian, Swain and Associates, Inc.

Attachment A-5

Position	Name	Hourly Rate	Task 1 (Hours)	Task 2 (Hours)	Task 3 (Hours)	Task 4 (Hours)	Total Labor (Hours)	Raw Costs	FEE
Principal	Arsenio Milian	\$ 213.75						\$ -	\$ -
Principal	Deborah Swain	\$ 171.29	16		40		56	3,365.60	9,591.96
Senior Consultant	Maria Bravo	\$ 135.38						\$ -	\$ -
Project Manager	Julio Menache	\$ 157.86						\$ -	\$ -
Senior Engineer	Juan Jurado	\$ 102.77						\$ -	\$ -
Project Engineer	Joe Palacios	\$ 86.33						\$ -	\$ -
CADD Technician	Lourdes Garcia	\$ 64.70						\$ -	\$ -
Engineering Assistant	Sandra Castillo	\$ 52.07						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
		\$ -						\$ -	\$ -
Subtotal			16	0	40	0	56	3,365.60	9,591.96

Units	No. of	\$ / Unit	Total
Air Travel	0 flight	Coach Fair -	\$ -
Lodging (by days)	0 Days	See Attached "Maximum Daily Lodging Rates" (Miami \$ 125)	\$ -
Car Rental (by days)	0 Days	\$50.00	\$ -
Gas (for rental cars only)	0 Gallons	\$2.30	\$ -
Food			\$ -
Breakfast	0 Meals	\$ 5.00 (when travel begins before 6 a.m. and extends beyond 8 p.m.)	\$ -
Lunch	0 Meals	\$ 9.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	\$ -
Dinner	0 Meals	\$ 18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	\$ -
Mileage	0 Miles	\$ 0.48 (for use of personal vehicle)	\$ -
Inspector General .25% of above, if applicable			\$ -
Total Labor Dir. Exp. & IG			\$ 9,591.96

MSA

Total Amount for Lump Sum \$ 9,591.96

0
0

60

Proposal - Work Order No 1 E06-WASD-12

Proposal for Engineering Services Labor Expenses - BND Engineers, Inc.

Attachment A-6

Position	Name	Hourly Rate	Task 1 (Hours)	Task 2 (Hours)	Task 3 (Hours)	Task 4 (Hours)	Total Labor (Hours)	Raw Costs	FEE
Principal	Basil Williams	\$ 227.80	2	4	4		10	\$ 799.30	\$ 2,278.01
Project Manager	Kevin Keane	\$ 129.48	8	24	16		48	\$ 2,180.64	\$ 6,214.82
Vice-President, Senior Engineer	Michael Budall	\$ 158.23					-	-	-
Senior Design Engineer	Cecilia Villoria	\$ 125.14	8	24	24		56	\$ 2,458.96	\$ 7,008.04
Senior Design Engineer	Winston Lucky	\$ 120.84					-	-	-
Senior Design Engineer	Marta Torres	\$ 107.87					-	-	-
CADD Technician	Maurice Hardie	\$ 53.87	8	24			32	\$ 604.80	\$ 1,723.68
CADD Technician	Toni Williams	\$ 64.75					-	-	-
Technical Support	Ivonne Pineda	\$ 42.78					-	-	-
		\$ -					-	-	-
		\$ -					-	-	-
Subtotal			26	76	44	0	146	\$ 6,043.70	\$ 17,224.55

Units	No. of	\$/ Unit	Total
Air Travel	0 flight		
Lodging (by days)	0 Days	Coach Fair -	
Car Rental (by days)	0 Days	See Attached "Maximum Daily Lodging Rates" (Miami \$ 125)	
Gas (for rental cars only)	0 Gallons	\$50.00	
Food		\$2.30	
Breakfast	0 Meals		
Lunch	0 Meals	\$ 5.00 (when travel begins before 6 a.m. and extends beyond 8 p.m.)	
Dinner	0 Meals	\$ 9.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Mileage	0 Miles	\$ 18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
		\$ 0.48 (for use of personal vehicle)	
Inspector General .25% of above, if applicable			
Total Labor Dir. Exp. & IG		\$ -	\$ 17,224.55

BND

Total Amount for Lump Sum \$ 17,224.55

0

0

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