

MEMORANDUM



Date: October 2, 2007

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

From: George M. Burgess
County Manager 

Subject: Contract award recommendation for proposed upgrades to the North District Wastewater Treatment Plant and its appurtenant facilities - Project No: E06-WASD-13; Contract No: E06-WASD-13

Agenda Item No. 8(R)3G

Recommendation

This recommendation for award for Contract No. E06-WASD-13 between Brown and Caldwell 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 North District Wastewater Treatment Plant (NDWWTP) and its appurtenant facilities.

Scope

PROJECT NAME: Proposed Upgrades to MDWASD's NDWWTP and its appurtenant facilities

PROJECT NO: E06-WASD-13

CONTRACT NO: E06-WASD-13

PROJECT DESCRIPTION: The Consultant, Brown and Caldwell, is to provide professional engineering and construction management services to upgrade the infrastructure and operations of the NDWWTP and its appurtenant facilities.

The scope of services includes but is not limited to renewal and replacement of projects for the NDWWTP'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 which will include 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.

PROJECT LOCATION: North District Wastewater Treatment Plant - 2575 NE 151 Street, North Miami, FL 33160

RECEIVED
2007 AUG 10 PM 12: 54
OMNO-CAPITAL
IMPROVEMENTS

PRIMARY COMMISSION DISTRICT: District 4 Sally A. Heyman

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E06-WASD-13

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCE: SOURCE
Wastewater Renewal and Replacement Fund, Wastewater Connection Charges and WASD Revenue Bonds Sold

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECTS:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	9653411-NORTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT Book Page: 305 Funding Year: Adopted Budget Book for FY 2006-2007, Prior Years Funds	\$2,000,000.00
	9652061-WASTEWATER TREATMENT PLANTS MISCELLANEOUS UPGRADES Book Page: 314 Funding Year: Adopted Budget Book for FY 2006-07, Prior Years Funds	\$1,000,000.00 ✓
	9653261-WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION Book Page: 315 Funding Year: Adopted Budget Book for FY 2006-07, Prior Years Funds and FY 2006-07 Funds	<u>\$5,800,000.00</u> ✓

Project Totals: \$8,800,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 6.03 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
	Prime 11.00 GENERAL STRUCTURAL ENGINEERING
	Prime 12.00 GENERAL MECHANICAL ENGINEERING
	Prime 13.00 GENERAL ELECTRICAL ENGINEERING
	Prime 16.00 GENERAL CIVIL ENGINEERING

Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

Other 6.01 WATER AND SANITARY SEWER SYSTEMS -
WATER DISTRIBUTION AND SANITARY
SEWAGE COLLECTION AND TRANSMISSION
SYSTEMS

Other 6.02 WATER AND SANITARY SEWER SYSTEMS -
MAJOR WATER AND SANITARY SEWAGE
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
any of the remaining projects.

The Competitive Selection Committee met April 9, 2007 and ranked Brown and Caldwell, second of the seven proposals submitted for this project. CH2M Hill, Inc. was ranked first of the aforementioned proposals and was awarded Project No. E06-WASD-14. Brown and Caldwell was the next highest ranked firm and was selected for Project No. E06-WASD-13. MWH Americas, Inc. was recommended for award for Project No. E06-WASD-12. 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 Brown and Caldwell. Negotiations were concluded on June 26, 2007, this is the recommendation to award the contract to Brown and Caldwell.

Based on the Office of Capital Improvements CIIS database, the County has completed two (2) evaluations for Brown and Caldwell with an average overall performance of 3.7 points out of a total of 4 points.

SUBMITTAL DATE: 3/16/2007

ESTIMATED NOTICE TO PROCEED: 10/30/2007

PRIME CONSULTANT: Brown and Caldwell

COMPANY PRINCIPAL: Stu Oppenheim, P.E.

COMPANY QUALIFIERS: Stu Oppenheim, P.E.

COMPANY EMAIL ADDRESS: rortiz@brwncald.com

COMPANY STREET ADDRESS: 8200 SW 33rd Street, Suite 410

COMPANY CITY-STATE-ZIP: Miami, FL 33122

YEARS IN BUSINESS: 60

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Brown and Caldwell has received eight (8) contracts from various Miami-Dade County Departments for a total dollar value of \$65,973,627.

SUBCONSULTANTS: A & P Consulting Transportation Engineers,, Avino & Associates, Inc., CES Consultants, Inc., HR Engineering Services, Inc. Media Relations Group, LLC (and Westhrop & Associates

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 No

HOUSE:

**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 Brown and Caldwell to obtain the comprehensive engineering services needed to evaluate, rehabilitate, and upgrade the infrastructure and operations at the NDWWTP, its appurtenant facilities, and to provide construction management services.

Brown and Caldwell 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
06/07*



OSBM DIRECTOR

8-25-07

DATE

**APPROVED AS TO
LEGAL SUFFICIENCY:**



COUNTY ATTORNEY

8-7-07

DATE

**CAPITAL
IMPROVEMENTS
CONCURRENCE:**

for



OCI DIRECTOR

8-27-07

DATE



ASSISTANT COUNTY
MANAGER

8/27/07

DATE

CLERK DATE

DATE

Contract to Award Recommendation
Design of Upgrades to the North District Wastewater Treatment Plant
and it's Appurtenant Facilities
BROWN AND CALDWELL
Project No. E06-WASD-13

BUDGET PROJECT AND DESCRIPTION:

9653411 – North District Upgrades –Wastewater Treatment Plant
9652061 – Wastewater Treatment Plants Miscellaneous Upgrades
9653261 – Wastewater Treatment Plants Replacement and Renovation

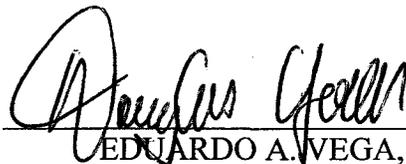
FUNDING SOURCE:

Wastewater Renewal and Replacement Fund, Wastewater Connection Charges and WASD Revenue Bonds Sold

INDEX CODES:

EW621 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: Neighborhood and Unincorporated Area Municipal Services
 DEPARTMENT: Water and Sewer

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

LIFT STATION UPGRADES AND STRUCTURAL MAINTENANCE IMPROVEMENTS

PROJECT # 9650371

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

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

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

NORTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

PROJECT # 9653411

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

LOCATION: 2575 NE 151 St
 North Miami

DISTRICT LOCATED: 4
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

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

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WASTEWATER TREATMENT PLANTS EFFLUENT REUSE

PROJECT # 965630

DESCRIPTION: Begin planning and construction of facilities for an effluent reuse system at wastewater treatment plants

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Connection Charges	80	0	0	0	0	0	0	0	80
WASD Revenue Bonds Sold	22,934	0	0	0	0	0	0	0	22,934
TOTAL REVENUE:	23,014	0	0	0	0	0	0	0	23,014
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	26	572	1,496	0	0	0	0	0	2,094
Construction	265	5,716	14,939	0	0	0	0	0	20,920
TOTAL EXPENDITURES:	291	6,288	16,435	0	0	0	0	0	23,014

WASTEWATER TREATMENT PLANTS MISCELLANEOUS UPGRADES

PROJECT # 9652061

DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements

LOCATION: Wastewater Treatment Plants
 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	462	0	0	0	0	0	0	637	1,099
WASD Revenue Bonds Sold	1,353	0	0	0	0	0	0	0	1,353
Future WASD Revenue Bonds	0	0	0	0	0	0	13,074	0	13,074
TOTAL REVENUE:	1,815	0	0	0	0	0	13,074	637	15,526
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	15	14	136	0	0	0	242	1,005	1,412
Construction	150	136	1,364	0	0	0	2,422	10,042	14,114
TOTAL EXPENDITURES:	165	150	1,500	0	0	0	2,664	11,047	15,526

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

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

WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION

PROJECT # 9653261

DESCRIPTION: Renovate and replace wastewater treatment plant facilities and structures within plant sites

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Renewal Fund	17,646	5,670	12,801	17,699	17,939	19,421	20,196	19,652	131,024

TOTAL REVENUE:	17,646	5,670	12,801	17,699	17,939	19,421	20,196	19,652	131,024
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	1,289	597	1,392	1,611	1,642	1,767	1,838	1,789	11,925
Construction	12,877	5,958	13,904	16,088	16,397	17,654	18,358	17,863	119,099

TOTAL EXPENDITURES:	14,166	6,555	15,296	17,699	18,039	19,421	20,196	19,652	131,024
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Water Projects

AQUIFER STORAGE RECOVERY - WELLFIELDS

PROJECT # 962370

DESCRIPTION: Improve the West and Southwest wellfields with ultra-violet disinfection of aquifer storage recovery raw water; and construct a west wellfield additional aquifer storage recovery

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Connection Charges	493	0	0	255	0	0	0	0	748
WASD Revenue Bonds Sold	7,343	0	0	0	0	0	0	0	7,343
Future WASD Revenue Bonds	0	0	0	7,500	0	0	0	8,500	16,000

TOTAL REVENUE:	7,836	0	0	7,755	0	0	0	8,500	24,091
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	175	190	188	456	410	0	0	774	2,193
Construction	1,750	1,898	1,883	4,551	4,090	0	0	7,726	21,898

TOTAL EXPENDITURES:	1,925	2,088	2,071	5,007	4,500	0	0	8,500	24,091
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BUDGET PROJECT 9653411

Project Title: 9653411-NORTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

Project Desc: Construct chlorine building, scum collection improvements, and perform miscellaneous electrical upgrades.

Project \$\$ (\$\$ in 000's)	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
	10/1/1998	9/30/2009	1,454	889	450	0	300	5,793

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Planning/Design	N/A	N/A	132	81	41	0	27	526
Construction	N/A	N/A	1,322	808	409	0	273	5,267

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Wastewater Connection	N/A	N/A	347	0	0	0	375	722



Current Contracts for Project 9653411

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
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-13</u>	Proposed Upgrades to MDWASD's	\$2,000,000.00	\$0.00	\$8,000,000.00
WS	<u>E06-WASD-13</u>	Proposed Upgrades to MDWASD's	\$0.00	\$2,000,000.00	\$8,000,000.00
WS	<u>S-775R</u>	North District Wastewater Trea	\$0.00	\$1,601,050.00	\$1,455,500.00

Total Allocated: \$2,200,000.00 \$3,801,050.00

Current Sites for Project 9653411

Site	Location
<u>68528</u>	2575 NE 151 St
<u>70691</u>	700 W 2ND AVE

BUDGET PROJECT 9652061

Project Title: 9652061-MISCELLANEOUS UPGRADES - WASTEWATER TREATMENT PLANTS

Project Desc: Upgrade wastewater treatment plants to meet regulatory requirements

Project \$\$	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
(\$\$ in 000's)	10/1/2001	9/30/2009	165	150	1,500	0	0	15,526

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Planning/Design	N/A	N/A	15	14	136	0	0	1,412
Construction	N/A	N/A	150	136	1,364	0	0	14,114

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Wastewater Connection	N/A	N/A	462	0	0	0	0	1,099

EXIT

Current Contracts for Project 9652061

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	<u>05MWA004</u>	Odor Control Evaluation and De	\$0.00	\$300,000.00	\$2,000,000.00
WS	<u>05MWA004</u>	Odor Control Evaluation and De	\$300,000.00	\$0.00	\$2,000,000.00
WS	<u>E06-WASD-13</u>	Proposed Upgrades to MDWASD's	\$1,000,000.00	\$0.00	\$8,000,000.00
WS	<u>E06-WASD-13</u>	Proposed Upgrades to MDWASD's	\$0.00	\$1,000,000.00	\$8,000,000.00
Total Allocated:			\$1,300,000.00	\$1,300,000.00	

Current Sites for Project 9652061

Site	Location
<u>68618</u>	Wastewater Treatment Plants

BUDGET PROJECT 9653261

Project Title: 9653261-WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION

Project Desc: Renovate and replace wastewater treatment plant facilities and structures within plant sites

Project \$\$	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
(\$\$ in 000's)	10/1/2001	9/30/2011	14,166	6,555	15,296	17,699	18,039	131,024

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Planning/Design	N/A	N/A	1,289	597	1,392	1,611	1,642	11,925
Construction	N/A	N/A	12,877	5,958	13,904	16,088	16,397	119,099

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Wastewater Renewal Fu	N/A	N/A	17,646	5,670	12,801	17,699	17,939	131,024



Current Contracts for Project 9653261

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	<u>E05-WASD-09</u>	Mechanical, Electrical and Fir	\$832,500.00	\$0.00	\$0.00
WS	<u>E06-WASD-13</u>	Proposed Upgrades to MDWASD's	\$5,800,000.00	\$0.00	\$8,000,000.00
WS	<u>E06-WASD-13</u>	Proposed Upgrades to MDWASD's	\$0.00	\$5,800,000.00	\$8,000,000.00
WS	<u>E06-WASD-14</u>	Proposed Upgrades to the MDWAS	\$3,800,000.00	\$0.00	\$0.00

Total Allocated: \$10,432,500.00 \$5,800,000.00

Current Sites for Project 9653261

Site	Location
<u>68626</u>	Wastewater Treatment Plants

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-13
Design of Upgrades to Miami-Dade Water and Sewer Department's (North 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-13
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), 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

Compliance Memorandum
Roger Hernstadt
May 10, 2007
Project No. E06-WASD-13
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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 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
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Geotechnical and Materials Engineering Services, and Westhorp & 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 DEPARTMENT'S WASTEWATER TREATMENT PLANTS (SIC 871)
RC Date: 11/29/2006
Project/Contract No: E06-WASD-13
Funding Source: WATER RENEWAL & WASD
Department: WATER & SEWER DEPARTMENT
Item No: 1-09
Estimated Cost of Project/Bid: \$8,000,000.00
REVENUE B
Resubmittal Date(s):
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, W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT, GENERAL ELECTRICAL ENGINEERING, SURVEYING AND MAPPING-LAND SURVEYING, GENERAL CIVIL ENGINEERING, ENGINEERING CONSTRUCTION MANAGEMENT, GEOTECHNICAL & MATERIALS ENGINEERING SERVICES, and a Total row.

Living Wages: YES [] NO [X]

Responsible Wages: YES [] NO [X]

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

REVIEW COMMITTEE RECOMMENDATION

Tier I Set Aside

Set Aside Level 1 Level 2 Level 3

Trade Set Aside (MCC) Goal 35% Bid Preference

No Measure Deferred Selection Factor

Signature of Chairperson, Review Committee, Date 11/29/06

Signature of County Manager, Date 12/13/06



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: BROWN AND CALDWELL (CORPORATION)
8200 NW 33rd St, Suite 410
Miami, FL 33122-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE REPORTED	SUBCONTRACTORS
E87-SWMG-01	1	SW	NO MEASURE	04/28/1987	\$8,494,827	\$808,905	\$0		* BEHAVIORAL SCIENCE RESEARCH CORP. - \$3,370.00 * CAMBRIDGE PROJECT DEVELOPMENT INC. - \$20,000.00 * DYNAMIC ENVIRONMENTAL DRILLING, INC. - \$3,360.00 * ES CONSULTANTS INC. - \$170,939.71 * PLANNING AND ECONOMICS GROUP, INC. - \$625,870.00
EIGHT AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BROWN AND CALDWELL (SIC 871)									
Change Order #	1	NOV-05-98	0 days		\$665,000				
Change Order #	2				\$14,026,000				
					<u>\$23,185,827</u>				
* R1654-94D	1	WS	NO MEASURE	11/01/1994	\$2,500,000	\$0	\$0		
MISC ENGINEERING SERVICES									
					<u>\$2,500,000</u>				

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MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: BROWN AND CALDWELL (CORPORATION)
8200 NW 33rd St, Suite 410
Miami, FL 33122-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
* E95-DERM-04	9	DE	GOAL BBE 0% GOAL HBE 0% GOAL WBE 0%	04/02/1998	\$30,000,000	\$12,162,398	12/31/2003	\$0	* A B C CONCRETE CUTTING - \$0.00 * ACUTEC, INC. - \$157,412.83 * AGRICULTURAL LAND SERVICES - \$22,881.43 * ARDAMAN & ASSOCIATES, INC. - \$1,170.00 * BND ENGINEERS, INC. - \$22,245.00 * CAP ENGINEERING CONSULTANTS, INC. - \$0.00 * CHEROKEE ENTERPRISES, INC. - \$362,987.07 * CHURCH AND TOWER INC - \$350,000.00 * COMANCO ENVIRONMENTAL CORP - \$17,237.50 * COMMUNITY ASPHALT CORP. - \$0.00 * CONSOLIDATED TECHNIQUES, INC. - \$0.00 * CURTOOM GROUP, INC. - \$0.00 * DIRECT TRUCKING CORP. - \$0.00 * DOZIER & DOZIER CONSTRUCTION, INC. - \$0.00 * DYNAMIC ENVIRONMENTAL DRILLING, INC. - \$5,500.00 * ENVRODYNE INC. - \$360.00 * ES CONSULTANTS INC. - \$10,500.00 * GROUNDWATER PROTECTION, INC. - \$0.00 * HEARTLAND ENGINEERING, INC. - \$178,059.25 * HERNANDEZ TRUCK SERVICE, INC. - \$0.00 * HERZFELD & RUBIN - \$0.00 * JOHN CHANEY - \$0.00 * JULEP LAWN & LANDSCAPE MAINT., INC. - \$0.00 * LABOR READY - \$0.00 * M.B.L. PAVING CORPORATION - \$666,430.06 * MGHMORGAN GENERAL MECHANICAL GROUP, INC. - \$12,812.50 * P R M ENGINEERING & CONTRACTING,
Change Order # 1	MAR-18-99	730 days	GOAL HBE 0% GOAL WBE 0% GOAL BBE 0%		\$0				
Change Order # 2		365 days			\$0				
					\$30,000,000				

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Change Orders without dates are pending BCC approval

* Indicates closed or expired contracts



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: BROWN AND CALDWELL (CORPORATION)
8200 NW 33rd St, Suite 410
Miami, FL 33122-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
-----------	----------	-------	----------	------------	--------------	---------------------	----------------------	------	----------------

INC. - \$312,415.66
 * PERMA FIX OF FT. LAUDERDALE, INC. - \$0.00
 * PETRO HYDRO, INC. - \$15,310.00
 * PETROLEUM MANAGEMENT, INC. - \$1,204.22
 * PLANNING AND ECONOMICS GROUP, INC. - \$141,181.00
 * RESOURCE RECLAMATION SVCS., INC. - \$3,719,906.94
 * S & S CONTRACTING, INC. - \$0.00
 * SAVANNAH LAB. & ENV. SERVICES, INC. - \$0.00
 * TENUSA, INC. - \$7,010.00
 * THE JONES CO. OF SOUTH FLORIDA - \$605,161.67
 * US ENVIRONMENTAL SERVICES - \$2,760.00
 * VIZCAYA CHEMICAL LABORATORIES, INC. - \$588.00
 * WARREN FENCE COMPANY, INC. - \$0.00
 * WASTE MANAGEMENT, INC. - \$161.09
 * WEIDENER SURVEYING & MAPPING, P.A. - \$2,987.25
 * WINGERTER LABORATORIES INC - \$125.00

E01-WASD-05, PROJECT 3 2 WS GOAL CBE 10% 11/03/2001 \$1,175,000 \$703,638 \$0

Design of Treatment Facilities and Critical Water Mains and Sewage Force Mains (3 Agreements at \$1,175,000 Each) (SIC 871)

\$1,175,000

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MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: BROWN AND CALDWELL (CORPORATION)
8200 NW 33rd St, Suite 410
Miami, FL 33122-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE REPORTED	SUBCONTRACTORS	
* E01-DERM-04 EP	49	DE	NO MEASURE	11/04/2001	\$500,000	\$43,792	12/31/2003	\$0		
FEMA DORM Drainage Projects (SIC 871)										
E87-SWMG-01-08	1	GS	NO MEASURE	04/17/2003	\$47,000	\$0		\$0	* SUZANNE MARTINSON ARCHITECTS, INC. - \$0.00	
CONSULTING SERVICES FOR CO-GEN PLANT										
E87-SWMG-01-08	1	SW	GOAL CBE 24%	06/16/2004	\$7,300,000	\$480,158	07/10/2006	\$0	* BND ENGINEERS, INC. - \$52,800.00 * ES CONSULTANTS INC. - \$47,545.36 * PLANNING AND ECONOMICS GROUP, INC. - \$86,055.60	
EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BROWN AND CALDWELL (SIC 871)										
Change Order # 1	NOV-28-06		180 days		\$1,216,000					
12										
E87-SWMG-01-08	1	GS	NO MEASURE	12/07/2005	\$49,800	\$0		\$0		
TECO ICE PLANT ASSESSMENT										
					\$500,000					
					\$47,000					
					\$49,800					

Total Award Amount	\$50,066,627
Total Change Orders Approved by BCC	\$1,881,000
Total Change Orders Approved After Requested Date Range	\$51,947,627
Total Change Orders Pending	\$0
Total Change Orders Pending	\$14,026,000
Total Change Orders Pending	\$65,973,627

Find Contracts With Search String ==>

Status View

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MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 941446346

Brown and Caldwell

<u>DST</u>	<u>DPT</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>% Complete / Status</u>
0	DE	<u>E01-DERM-04, EP-3B</u>	Consultants for Civil Engineer	Various	12/18/2003	\$500,000	100% / Complete
0	WS	<u>E01-WASD-05, Project 3, EP 2</u>	Design of Treatment Facilities	Countywide	11/2/2005	\$1,175,000	62.68% / Work Order within Duration
4	WS	<u>E06-WASD-13</u>	Proposed Upgrades to MDWASD's	North District Wastewater Trea	N/A	\$8,000,000	0% / On Schedule
0	GS	<u>EDP: EDP-GS-SR-G30020</u>			N/A	\$0	0% / N/A
0	GS	<u>EDP: EDP-GS-SR-G60020</u>			N/A	\$0	0% / N/A
Totals:					5	\$9,675,000	

* Contracts with Green Name are PSA Agreements

Status View

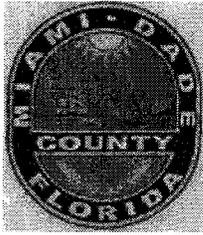
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Projects

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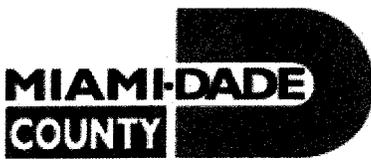
Capital Improvements Information System

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	E01-WASD-05, Project 3, EP 2	PSA	Brown and Caldwell	11/6/2006	Nzeribe Ihekweba	Completion of study or design	3.5
WS	E01-WASD-05, Project 3, EP 2	PSA	Brown and Caldwell	2/5/2007	Peter M Jelonek	Completion of study or design	3.9

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.7

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 3, EP 2

Work Order No: Task 07

Contract Name: Design of Treatment Facilities and Critical Water Mains and Sewage Force Mains

Contact: Sara Leu

Award Amount: \$1,175,000.00

(786) 552-8045

Contract Type: PSA

Contractor

Brown and Caldwell

FEIN: 941446346

Consultant:

Evaluator ID: pjelo01

Date: 2/5/2007

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: 3.9

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Joe Paterniti at Phone# 305 418 4090

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: Joe Paterniti

* 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.

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- 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 3, EP 2 Work Order No: Task 09
 Contract Name: Design of Treatment Facilities and Critical Water Mains and Sewage Force Mains Contact: Sara Leu
 Award Amount: \$1,175,000.00 (786) 552-8045
 Contract Type: PSA FEIN: 941446346
 Contractor: Brown and Caldwell

Evaluator ID: nzeribe Date: 11/6/2006 Period: Completion of study or design

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

Overall Performance Average: 3.5

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
 Nzeribe Ihekwa, PhD, PE at Phone# (305) 669-7659

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: Joseph Paterniti, PE, Brown & Caldwell, Inc.

* 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.

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- 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

BROWN AND CALDWELL

Agreement No. 07BRCA004

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 BROWN AND CALDWELL, a California 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 North District Wastewater Treatment Plant and its appurtenant facilities - hereinafter referred to as the "Project".

TABLE OF CONTENTS

<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

Project No. E06-WASD-13
Agreement No. 07BRCA004
07/09/2007

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

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ENGINEER. Said services include providing professional engineering and construction management services to upgrade the infrastructure and operations of the MDWASD North District Wastewater Treatment Plant and its appurtenant facilities.

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

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

The total compensation for Task Order One is \$516,417 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 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 "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable

expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

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

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Stu Oppenheim, P.E. and Roberto Ortiz, 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.

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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: A & P Consulting Transportation Engineers; Avino & Associates Inc; CES Consultants, Inc; HR Engineering Services, Inc; Media Relations Group LLC; and Westhorp & Associates. 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. 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. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

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

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

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

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

18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of six (6) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and

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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 the original insurance policies.

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

A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:

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

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below.

The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

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

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

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

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

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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

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(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 Contractor 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 Contractor 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 Contractor, its officers, agents and employees, lobbyists, county staff and elected officials.

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Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor 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 Contractor'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.

(This page was intentionally left blank)

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:

Brown and Caldwell, Inc.
Firm Name (Place Corporate Seal)

Robert S. Leichtner
Signature

By: James R. Miller
President

Robert S. Leichtner, Secretary
Printed Name

James R. Miller
Printed Name

Julie Bloxham
Signature

Julie Bloxham
Printed Name

Approved as to form
and legal sufficiency.

[Signature] 9/7/07
Assistant County Attorney

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EXHIBIT "A"

AFFIDAVITS

Agreement Number: 07BRCA004

I, Roberto S. Ortiz, as the duly authorized representative of
Affiant

Brown and Caldwell being first duly
sworn

state: Roberto S. Ortiz
Name of Engineer

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

Brown and Caldwell, 8200 NW 33rd St. Suite 410
Federal Employer Identification Number 94-1446346 Miami, FL 33122

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.

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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:

Brown and Caldwell is a private company which does not disclose publicly the shareholdings of its direct shareholders. We hope the following information will suffice: "Brown and Caldwell is 100 percent employee owned. Approximately 61 percent of the voting stock is held in trust by an Employee Stock Ownership Plan. Individual employees directly hold 39 percent of the remaining shares, none of whom owns more than 7 percent of the voting stock of the Company. Each of the named officers directly owns at least 1,000 shares."

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

Not applicable

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

NO.

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

3. ANNUAL DRUG-FREE WORKPLACE

Ordinance No. 92-15(Sec. 2-8.1.2 of the County Code)

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

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;
 - (c) any available drug counseling, rehabilitation, and employee assistance

- programs; and
- (d) the penalties that may be imposed upon employees for drug abuse violations
2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;
 3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;
 4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;
 5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.

The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement, that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION **Resolution No. 385-95**

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

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

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

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

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

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

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

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime: or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

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

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

The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD ORDINANCE NO. 94-34

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

Project No. E06-WASD-13
Agreement No. 07BRCA004
07/09/2007

X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

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

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

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

9. DOMESTIC VIOLENCE LEAVE

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

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

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

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

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

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

Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

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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 16th day of July, 2007, by Roberto S. Ortiz on behalf of Brown and Caldwell

Who is personally know to me
 Who produced identification:

Type of Identification: NIA

Carolina Peña
Signature of Notary Public
State of Florida at Large

Roberto S. Ortiz
Signature of Affidavit

Carolina A. Peña
Print, type or stamp name of notary public

Carolina A. Peña / Office Manager
Legal Name & Title

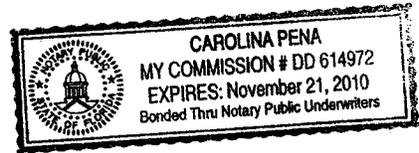


EXHIBIT B

CONTRACT COPY

PROPOSAL FOR TASK ORDER NO. 1: EO6 – WASD 13

Prepared for Miami-Dade Water & Sewer Department (MDWASD)
for the
North District Wastewater Treatment Plant (NDWWTP)

Submitted: July 16, 2007

BROWN AND CALDWELL

8200 NW 33rd Street, Suite 410
Miami, Florida, 33122

1. SCOPE OF WORK

1.1 Background

Miami-Dade Water and Sewer Department (MDWASD) has expressed the need to obtain comprehensive engineering services to evaluate, rehabilitate, and upgrade the infrastructure and operations at the three existing MDWASD regional wastewater treatment plants (WWTP). Brown and Caldwell (BC) has been selected by Miami-Dade County to provide these services for the North District Wastewater Treatment Plant (NDWWTP) under the project known as: E06-WASD-13: Proposed Upgrades to the North District WWTP and its Appurtenant Facilities. This submittal is a proposal for the initial task order (Task Order No. 1) for this project.

The NDWWTP is one of three regional treatment facilities that handle and treat the wastewater from Miami-Dade County. It has a dry-weather permitted capacity of 112.5 MGD and average flow of about 80 MGD. The plant has three distinct treatment trains and these three trains each treat streams with varying concentrations of chlorides. One stream has an influent with high chlorides, another stream has low chlorides, and the third has a mix or medium chlorides concentration. The high chlorides influent stream originates from the coastal service area and the low chlorides influent comes from the inland portion of the service area. Generally after a heavy rainfall, the plant experiences an elevated level of suspended solids that enter the plant consisting of sand and other similar materials due to the first flush effects on the collection system. The plant employs the following treatment processes:

- Screening
- Grit removal (abandoned)
- Primary clarification
- High purity oxygen (HPO) activated sludge
- Secondary clarification
- Disinfection (chlorine)
- Effluent disposal; consisting of ocean outfall or deep injection wells

Biosolids are not processed at this facility, but pumped to the Central District Wastewater Treatment Plant (CDWWTP) in Virginia Key (Key Biscayne). The plant (NDWWTP) transfers (pumps) raw primary and waste activated sludge from 6 primary and 12 secondary clarifiers to the CDWWTP for processing. Grit removal facilities at the NDWWTP were taken out of service several years ago, as a result of poor removal performance. The plant continues to operate without a discrete grit removal process, removing grit in the primary clarifiers with the primary sludge. The primary sludge is de-gritted with cyclone type de-gritting equipment prior to mixing with the secondary clarifier waste sludge in a mixed sludge wetwell. Pumps transfer combined sludge to the CDWWTP through twin 16-inch diameter force mains. While the capacity of the plant has been increased a number of times and the associated sludge production increased, sludge transmission capacity has remained the same.

Effluent disposal is accomplished primarily by pumps that convey treated effluent into an ocean outfall that discharges approximately two miles out to sea. Also, there are four deep injection wells at the plant that can

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provide additional disposal capacity for the plant. The majority of the treatment plant was constructed in the late '70's under the EPA Clean Water Act and upgrades to the plant have been periodically made over time.

Work under this initial task order has been divided into the following tasks:

- Task 1: Kick-off Meeting, Review Existing Information and Perform Initial Site Visit
- Task 2: Perform Field Inspections and Assessments
- Task 3: Compile and Analyze Field Data, and Develop DRAFT Report
- Task 4: Incorporate Comments from Final Review Meeting and Submit Final Report

These tasks comprise the major work elements of the task order. They are included in this initial work order and are described in more detail below.

1.2 SCOPE OF WORK

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

1.2.1.1 Objective: To familiarize key project team members with pertinent and current information associated with the NDWWTP facilities and to assist in development of a baseline assessment of existing facilities. To gain a better understanding of the existing facilities and pertinent issues.

1.2.1.2 Activities

Kick-Off Meeting

This task includes preparing for and attending the initial kick-off meeting to be held at the WWTP. Meeting will be conducted at the NDWWTP facility. Prior to this meeting the Consultant will prepare and present an agenda for discussion. Agenda items are expected to include:

- Discussion of organizational structure at facility and key contacts
- Discussion of treatment process
- Presentation to familiarize the staff with electronic operations manuals
- List of expected data needs
- Review of regulatory requirements, including consent order and other permits in place
- Discussion of current facility operations, including current operational strategy and approach
- Key problem areas and issues
- Current list of maintenance needs and priorities

Site Visit

The consultant shall perform a site visit following the kick-off meeting to familiarize his project team and staff with the WWTP. During the site visit or immediately thereafter the consultant will conduct any necessary interviews with key plant operations and maintenance staff and take

notes of said interviews. Digital photographs of key findings or areas will be taken by consultant during site visit to document NDWWTP baseline conditions.

Review of existing information

The Department shall furnish and the consultant shall review pertinent prior reports, evaluations, operation and maintenance manuals, maintenance records, data extracts from CassWorks database, and any other maintenance databases, inspections, studies, improvements, operating permits and permit warning and/or violations issued by regulatory agencies. This information will be summarized and compiled by consultant.

1.2.1.3 Deliverables/Products

Meeting Minutes

Consultant will prepare and submit the Kick-off Meeting Minutes

Technical Memo

Consultant will prepare a technical memo which compiles and summarizes the findings and recommendations from all the documents/reports reviewed. Technical memo will be organized into several sections containing the following:

- Summary and findings from kick-off meeting, site visit, and interviews with NDWWTP staff
- Summary of regulatory history for facility and current regulatory profile (baseline)
- Compilation and listing of available reports reviewed. Summary, findings and recommendations of previous reports, manuals, records.
- Summary of major findings from review of the copy of Cassworks database and any other pertinent maintenance records provided by MDWASD for the NDWWTP
- Listing and/or copies of pertinent drawings or other technical material made available by MDWASD

1.2.2 Task 2 - Perform Field Inspections and Assessments

1.2.2.1 Objective: To develop a complete and comprehensive baseline assessment of the NDWWTP facilities, including condition, operational status, and a risk framework for assets and facilities.

1.2.2.2 Activities

Conduct Field Survey of Existing Facilities

Consultant will conduct a field survey of major facilities and plant components to inspect and assess existing systems at the WWTP. Consultant will document the condition and age of major components and facilities at the NDWWTP from this survey.

The field work will be documented using a spreadsheet or database tool. The intention of this field work is for the Department to have a thorough assessment of the operational and condition status for each individual major asset at the WWTP.

Develop Baseline Assessment of Existing Operation & Maintenance (O&M) Manuals

Consultant will review existing O&M manuals and interview plant staff to develop a baseline assessment of the existing O&M manuals and their usefulness to plant staff. Consultant will document any existing deficiencies noted in existing O&M manuals. Once an existing baseline assessment of these manuals is developed, Consultant will conduct a workshop with existing plant staff to review assessment, finalize results, and develop any recommendations for the O&M manuals.

Develop Baseline Assessment of Existing Processes and Performance

Consultant will review previous hydraulic and process assessment studies conducted at the NDWWTP, including recent hydraulic and BioWin modeling, to develop a current baseline of process and performance (assessment) for the principal treatment facilities. Consultant will supplement previous information with one interview/visit with plant staff. Consultant will update results of previous process analysis and findings based on the outcome of plant interview and visit. Consultant will develop a baseline process and performance summary that is current as result of this work.

The consultant will develop revised hydraulic and process models under a separate task order if deemed necessary by MDWASD.

If needed, Consultant will perform a desktop analysis of each unit process to determine areas of possible process improvements. Based on these results, the consultant may restate bases of design for each process unit. Complex process analysis including short circuiting analysis and modeling will not be performed unless as a separate task order as deemed necessary by the client.

Develop Risk Assessment for Existing Plant Assets

The Consultant will develop a Risk Assessment for plant assets in order to provide a means to assess the probability and consequence of failure for major plant facilities. The Risk assessment will consist of two principal elements:

- Asset Criticality Framework
- Failure Modes and Effects Analysis (FMEA)

The Asset Criticality Framework will consist of a risk framework of existing plant assets that lists the various risk profiles of equipment. This framework will be reviewed with plant staff and applied in a workshop setting using plant staff input. The results will be summarized as a list of major plant assets and their associated risk profile.

For representative assets with high criticality, the Consultant will use a workshop approach to conduct a Failure Modes and Effects Analysis (FMEA). These workshops will engage plant operations and maintenance staff to identify how critical assets fail, the consequence of failure (in \$ terms), the probability or frequency of failure and whether the failure mode can be reasonably predicted via condition assessment. The results will be summarized in a technical

memo. Critical assets that have high failure costs and whose failures are believed to be predicted based on condition assessment will receive additional focus. Detailed, invasive condition assessment (i.e., CCTV, infrared, oil analysis, etc.) of assets is not included in this task.

Develop Replacement Planning Model (RPM)

Using the information and data collected previously Consultant will develop a Replacement Planning Model (RPM) that forecasts refurbishment and replacement needs for the NDWWTP. The model will be built using the asset database that currently resides in CassWorks for the NDWWTP. Useful life estimates, refurbishment cycles and replacement costs will be developed for major assets and used in the model. The output from the model will include annual R&R funding requirements, aged assets by year, asset R&R needs by process area and asset class for a period of 20 years.

1.2.2.3 Deliverables/Products

Meeting Minutes

Minutes of meetings and workshops will be prepared by Consultant and submitted. These meeting minutes will include the following:

- Minutes from meeting with NDWWTP plant operators discussing the operational assessment of facilities and processes
- Minutes of meeting to discuss Failure Modes and Effects Analysis (FMEA) which will help assess risk profiles of plant assets
- Minutes of meeting to develop an assessment of the value of the existing operation and maintenance (O&M) manuals, and obtain input from operators for suggested improvements to the manual.
- Minutes of meeting discussing baseline process and performance assessment of the facilities with operating staff.
- Minutes from other meetings conducted during the course of the work

Technical Memo

Consultant will prepare a technical memo that documents the results of the field inspections and assessment work. The Technical memo will be organized into several sections containing the following:

- Methodology and procedure for conducting field inspections and results of field inspections conducted.
- Results of general assessment of plant facilities and discussions with staff
- Asset criticality assessment including criticality ratings for major assets
- Baseline process and performance assessment. Consultant will update previous process analysis and findings based on the outcome of plant interviews and visits. Consultant will develop a baseline process assessment that is current as result of this work.
- Assessment of the value of the existing operation and maintenance (O&M) manuals, and recommended approach to improving the operations information

- A copy of the results or output from Replacement Planning Model that forecasts refurbishment and replacement needs for the plant. The output from the model will include annual R&R funding requirements, aged assets by year, asset R&R needs by process area and asset class for a period of 20 years.

1.2.3 Task 3 - Compile and Analyze Field Data and Develop DRAFT Report

1.2.3.1 Objective: To compile all data collected, document procedures and activities conducted during field tests, document the methodology used to perform the field work, compile all inspection reports, and to provide recommendations and findings in a draft report. To further analyze the data as needed to develop the DRAFT report.

1.2.3.2 Activities

Finalize analysis of data and findings

Consultant will conduct final analysis of data, review and update previous findings of technical memos, and complete analysis of this assignment.

Prepare Draft Report

Consultant will compile a Final Draft report by compiling, integrating and updating results of Technical Memos previously developed, compiling final analysis and findings not included previously. The report is to include the methodology used to perform the field work, the inspection reports, asset risk profile information, FMEA results, condition assessment information, analysis conducted and implementation plan to include anticipated budgetary level costs, schedules and priority.

Submit Draft report to MDWASD

Consultant will submit Draft Report (6) to MDWASD for review and comments.

Conduct Final Review Meeting to discuss report with MDWASD staff

Consultant shall prepare for and conduct the final review meeting with MDWASD staff to review and discuss comments developed by MDWASD.

Prepare Minutes of Final Review Meeting

Consultant will provide the minutes from the Final Review Meeting.

1.2.3.3 Deliverables/Products

Meeting Minutes

Consultant will provide the Meeting Minutes from the Final Review Meeting

Draft Report

As the final deliverable for this task, the consultant is to submit six (6) copies of the completed 100% DRAFT to be reviewed and discussed at the Final Review Meeting

1.2.4 Task 4 - Incorporate Comments from Final Review Meeting and Submit Final Report

1.2.4.1 Objective: To review and incorporate comments from the Final Review Meeting into the Final Report Document

1.2.4.2 Activities

Incorporate comments into Draft Report and Finalize Report

Consultant will incorporate comments documented as part of Final Review Meeting into Draft Report. After Consultant incorporates comments the Report will become the Final Report.

1.2.4.3 Deliverables/Products

Final Report

As the final deliverable for this task, the consultant shall submit six (6) copies of the Final Report, including all accepted comments from MDWASD.

2. SCHEDULE

2.1 Schedule for TASK ORDER NO. 1: EO6 – WASD 13

The following figure, Figure 1, provides a proposed schedule for the work to be completed under Task Order No. 1.

PROPOSAL FOR TASK ORDER NO. 1: E06 – WASD 13

3. ENGINEERING FEES

3.1 Engineering Fees

Engineering are provided herein in Attachment A that follows for the scope of work included in this document.

The following are items that warrant discussion as they affect the fee estimate.

1. BC has been a proponent of having a site trailer at the NDWWTP. However, BC have not included this on-site trailer cost in this task. We believe that once this task is completed and we have an assessment of the facilities and a better handle on the proposed plan for R&R improvements we can move forward with procurement of such an item.
2. BC have not included an item for land surveying or geotechnical work in this task order, as we do not believe either to be necessary at this point. Should it become necessary we will submit a proposal once the full scope of such work is known.
3. BC have not included an item for public relations or public information in this task order, as we do not believe it to be necessary at this point. Should it become necessary we will submit a proposal once the full scope of such work is known.
4. No testing fees are included. No odor control testing or assessment is included in this task order, such as air testing and wet testing. We expect to rely on results available from odor control consultant currently under contract with WASD for any required information. Should such information be lacking in any way, BC will request authorization to obtain additional information.

Engineering fees for Task Order no. 1 are as follows:

1. BC labor	\$ 459,642
2. Subconsultants	\$ 32,484
3. Direct expenses	\$ 25,875
4. Inspector General fees	\$ <u>1,295</u>
5. Totals	\$ 519,296

Proposal for Engineering Services Labor Expenses

Attachment A

Position Name	Labor Multiplier	Hourly Rate	Task Hours	Subtask #1 (Hours)	Total Amount of Subtask #1	Subtask #2 (Hours)	Total Amount of Subtask #2	Subtask #3 (Hours)	Total Amount of Subtask #3	Subtask #4 (Hours)	Total Amount of Subtask #4	Total Labor	Raw Costs (Total Hrs X Hourly Rate)	Multiplied Costs (Total Hrs X Hourly Rate X Multiplier)
Sam Oppenheimer, Principal	1.00	\$ 125.00	30	6	\$ 750	6	\$ 750	18	\$ 2,250	0	\$ 0	30	\$ 3,750	\$ 3,750
Bob Ortiz, Project Manager	2.85	\$ 65.39	282	36	\$ 6,799	174	\$ 11,927	64	\$ 8,276	8	\$ 1,491	282	\$ 18,440	\$ 52,554
Bill Elezart, Managing Engineer	2.85	\$ 44.00	355	77	\$ 9,654	184	\$ 23,324	66	\$ 8,276	24	\$ 3,260	355	\$ 15,620	\$ 44,517
Denny Parker, Director of Technology	2.85	\$ 93.78	50	2	\$ 53	24	\$ 6,415	24	\$ 6,415	0	\$ 0	50	\$ 4,689	\$ 13,364
Carl Jones, Sr. VP of Design	2.85	\$ 87.70	50	2	\$ 53	24	\$ 6,415	24	\$ 6,415	0	\$ 0	50	\$ 4,135	\$ 11,785
Richard Stahl, RORR Leader	2.85	\$ 73.11	368	47	\$ 6,668	312	\$ 65,009	16	\$ 3,334	8	\$ 1,667	368	\$ 26,904	\$ 76,678
Sam Roberts, RORR Systems Engineer	2.85	\$ 50.21	524	68	\$ 9,211	436	\$ 62,321	12	\$ 1,717	8	\$ 1,145	524	\$ 26,310	\$ 74,984
Jim Chitty, Sr. Operations Specialist	2.85	\$ 54.88	140	48	\$ 7,908	72	\$ 11,261	12	\$ 1,877	8	\$ 1,251	140	\$ 7,683	\$ 21,897
Chris Hayward, O&M Manuals	2.85	\$ 37.00	104	28	\$ 2,953	66	\$ 6,327	8	\$ 844	8	\$ 844	104	\$ 3,848	\$ 10,967
Jose Jimenez, Sr. Process Engineer	2.85	\$ 42.00	116	24	\$ 2,872	80	\$ 8,805	8	\$ 958	4	\$ 479	116	\$ 4,872	\$ 13,885
Jose Smith, Principal Engineer	2.85	\$ 47.91	80	-	\$ -	72	\$ 8,805	8	\$ 958	0	\$ 0	80	\$ 3,433	\$ 9,783
Diane Natchemso, Sr Engineer	2.85	\$ 41.80	160	36	\$ 4,232	96	\$ 11,436	12	\$ 1,430	16	\$ 1,906	160	\$ 6,688	\$ 19,061
Elly Tilden, Project Engineer	2.85	\$ 29.99	508	28	\$ 2,393	452	\$ 38,628	12	\$ 1,625	16	\$ 1,267	508	\$ 15,233	\$ 43,414
Ted Kanchew, Principal Elec. Engr.	2.85	\$ 42.10	108	32	\$ 3,840	64	\$ 7,672	8	\$ 960	4	\$ 480	108	\$ 4,547	\$ 12,958
Ron Stewart, Instrumentation Specialist	2.85	\$ 42.53	96	20	\$ 2,424	64	\$ 7,757	8	\$ 970	4	\$ 485	96	\$ 4,083	\$ 11,616
Bob Havelock, Sr. Engineer	2.85	\$ 48.10	12	-	\$ -	8	\$ 1,097	4	\$ 548	0	\$ 0	12	\$ 577	\$ 1,645
Drafter	2.85	\$ 25.00	156	48	\$ 3,420	76	\$ 5,415	16	\$ 1,140	16	\$ 1,140	156	\$ 3,900	\$ 11,115
Word Processor	2.85	\$ 18.00	500	78	\$ 4,001	298	\$ 15,287	82	\$ 4,207	42	\$ 2,155	500	\$ 9,000	\$ 25,650
SUB TOTALS		\$ 126.31	3,639	565	\$ 68,218	2,854	\$ 319,242	402	\$ 54,512	168	\$ 17,669	3,639	\$ 161,278	\$ 459,642
Subcontractants														

Units	No. of Units	\$/Unit	Total Labor Costs (Rounded)
Air Travel			
Air Travel	7	\$ 500.00 Coach Class - From Charlotte To Miami	\$ 3,500.00
Air Travel	4	\$ 300.00 Coach Class - From JAX To Miami	\$ 1,200.00
Air Travel	1	\$ 800.00 Coach Class - From San Francisco To Miami	\$ 800.00
Air Travel	3	\$ 450.00 Coach Class - From Atlanta To Miami	\$ 1,350.00
Air Travel	1	\$ 500.00 Coach Class - From Phoenix To Miami	\$ 500.00
Lodging (by days)	66 days	\$ 138.00 See Attached "Maximum Daily Lodging Rates"	\$ 9,108.00
Car Rental (by days)	67 days	\$ 35.00	\$ 2,345.00
Gas (for rental cars only)	268 gallons	\$ 3.05	\$ 817.40
Food			
Breakfast	66.00	\$ 6.00	\$ 396.00
Lunch	66.00	\$ 6.00 The day of departure 75% of \$31.00	\$ 396.00
Dinner	66.00	\$ 16.00 Full Day of Travel 100% of \$31.00	\$ 1,056.00
Incidentals	66.00	\$ 3.00 The last day of travel 75% of \$31.00	\$ 627.00
Total Food per Diem	66 days	\$ 39.00	\$ 2,574.00
Copies & reproduction			
Mileage			
	2,950 miles	\$ 0.485 for use of personal vehicle	\$ 1,430.75
Inspector General, 0.25% of \$ 1,295.00 above, if applicable			\$ 162.25
Total Labor and Direct Expenses		\$ 518,001	\$ 1,430.75
GRAND TOTAL (Rounded)			\$ 519,296

BROWN AND CALDWELL

SUBCONSULTANT FEES BREAKDOWN

Subconsultant: APCT

Proposed Engineering Fee Breakdown for MDWASD Task Order No. 1 - WASD EO6 - WASD 13

Task No.	Task	Total Task Duration, weeks	Principal	Sr Engineer	Word Processor	Totals
	Area of Expertise/Responsibility		Project Management & Support	Civil		
1	Kick-off Meeting, Review Existing Information and Perform Initial Site Visit(s)	6				
	Kick-Off Meeting			4		4
	Prepare and Submit Minutes of Kick-Off meeting					
	Site Visit No. 1			8		8
	Review of existing information			32		32
Breakdown	<i>Compile regulatory history and future environment</i>					
	<i>Review and Summary of CusWorks</i>					
	<i>Review and Summary of procurement history</i>					
	<i>Review of drawings, reports, permits, and manuals</i>			32		32
2nd Level Breakdown for Review of documents	<i>Existing Drawings</i>					
	<i>Reports</i>			16		16
	<i>O&M manuals</i>					
	<i>Permits</i>			16		16
	Site Visit No. 2					0
	Prepare technical memo		2	8	8	18
Breakdown	<i>Prepare technical memo</i>		2	8	8	
	<i>Q1/QC Internal Review</i>					
	Submit technical memo to MDWASD					
	Totals For Task		2	52	8	62
	Raw labor Billing Rate		\$ 43.86	\$ 42.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 119.70	\$ 51.30	
	Fees		\$ 250.00	\$ 6,224.40	\$ 410.40	\$ 6,884.80
	Raw Labor Costs, Sub-Totals		\$ 87.72	\$ 2,184.00	\$ 144.00	\$ 2,415.72

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Task No.	Task	Total Task Duration, weeks	Principal	Sr Engineer	Word Processor	Totals
	Area of Expertise/Responsibility		Project Management & Support	Civil		
2	Perform Field Inspections and Assessments	16				
	Conduct Field Survey of Existing Facilities		0	24	0	24
Breakdown	Condition Based Survey		0	24	0	
	Operations Based Survey					
	Workshop Meeting No. 1 - Operations Assessment					
	Workshop Meeting No. 2 - Failure Modes & Effects Analysis (FMEA)					
	Workshop Meeting No. 3 - O&M Manual Assessment					
	Treatment Processes and Performance, including site visits					
Breakdown	Site Visit 1 & assessment					
	Site Visit 2					
	Update Process & Hydraulic Modeling					
	Develop Risk Assessment for Existing Plant Assets					
	Develop Asset Criticality Framework		0	16	0	16
Breakdown	Develop Preliminary Framework			8	0	
	Workshop #1 -- Review Framework			8	0	
	Workshop #2 -- Apply Framework				0	
	Review Preliminary Results					
	Workshop #3 -- Finalize Criticality Ranking					
	Failure Modes & Effects Analysis					
Breakdown	Failure Modes Workshop					
	Failure Costs Development					
	Workshop To Discuss Results					
	Workshop Preliminary Results					
	Develop Replacement Planning Model (RPM)		0	16	0	16
Breakdown	Review asset inventory and develop asset classes			8	0	
	Develop useful lives estimates			8	0	
	Replacement cost estimates					
	Model development					
	Model workshop					
	User Manual & training					
	Prepare Technical Memo on Field Inspections & Assessment		2	16	8	26
Breakdown	Prepare Technical Memo on Field Inspections & Assessment		2	16	8	
	Prepare and Submit Minutes of workshops and meetings					
	Submit Technical Memo to MDWASD					
	Totals For Task		2	72	8	82
	Raw labor Billing Rate		\$ 43.86	\$ 42.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 119.70	\$ 51.30	
	Fees		\$ 250.00	\$ 8,618.40	\$ 410.40	\$ 9,278.80
	Raw Labor Costs, Sub-Totals		\$ 87.72	\$ 3,024.00	\$ 144.00	\$ 3,255.72

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Task No.	Task	Total Task Duration, weeks	Principal	Sr Engineer	Word Processor	Totals
	Area of Expertise/Responsibility		Project Management & Support	Civil		
3	Compile and Analyze Field Data and Develop DRAFT Report	12				
	Finalize analysis of data and findings					
	Prepare Draft Report		4	24	8	36
<i>Breakdown</i>	<i>Prepare Draft Report</i>		4	24	8	
	Submit Draft report to MDWASD					
	MDWASD Review of Draft report					
	Conduct Final Review Meeting to discuss report with MDWASD staff			0		0
	Prepare and Submit Minutes of Final review Meeting					
	Totals For Task		4	24	8	36
	Average labor load, hrs/week					
	Raw labor Billing Rate		\$ 43.86	\$ 42.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 119.70	\$ 51.30	
	Fees		\$ 500.00	\$ 2,872.80	\$ 410.40	\$ 3,783.20
	Raw Labor Costs, Sub-Totals		\$ 175.44	\$ 1,008.00	\$ 144.00	\$ 1,327.44
4	Incorporate Comments from Final Review Meeting and Submit Final Report	4				
	Incorporate comments into Draft Report and Finalize Report		1	8	4	13
	Submit Final Report to MDWASD					
	Totals For Task		1	8	4	13
	Average labor load, hrs/week					
	Raw labor Billing Rate		\$ 43.86	\$ 42.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 119.70	\$ 51.30	
	Fees		\$ 125.00	\$ 957.60	\$ 205.20	\$ 1,287.80
	Raw Labor Costs, Sub-Totals		\$ 43.86	\$ 336.00	\$ 72.00	\$ 451.86
Grand Totals	Project Staff Hours Totals	30	9	156	28	184
	Direct Labor Rate		\$ 43.86	\$ 42.00	\$ 18.00	\$ 40.49
	ELM/Billing Rate	2.85	\$ 125.00	\$ 119.70	\$ 51.30	\$ 115.41
	Raw Labor Costs, Totals		\$ 395	\$ 6,552	\$ 504	\$ 7,056
	Engineering Fee		\$ 1,125	\$ 18,673	\$ 1,436	\$ 21,235

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SUBCONSULTANT FEES BREAKDOWN

Subconsultant: Westhorp & Associates

Proposed Engineering Fee Breakdown for MDWASD Task Order No. 1 - WASD EO6 - WASD 13

Task No.	Task	Total Task Duration, weeks	Principal	Sr Engineer	Word Processor	Totals
	Area of Expertise/Responsibility		Project Management & Support	Civil		
1	Kick-off Meeting, Review Existing Information and Perform Initial Site Visit(s)	6				
	Kick-Off Meeting			4		4
	Prepare and Submit Minutes of Kick-Off meeting					0
	Site Visit No. 1			8	0	8
	Review of existing information		0	32	0	32
						0
Breakdown	Complete regulatory history and future environments			28	0	28
	Review and Summary of Caseworks					0
	Review and Summary of procurement history					0
	Review of drawings, reports, permits, and manuals		0	4	0	4
2nd Level Breakdown for Review of documents	Existing Drawings					
	Reports					
	O&M manuals					
	Permits			4	0	
	Site Visit No. 2					
	Prepare technical memo		2	8	8	18
Breakdown	Prepare technical memo		2	8	8	18
	Q-1/QC Internal Review					0
	Submit technical memo to MDWASD					
	Totals For Task		2	52	8	62
	Average labor load, hrs/week					
	Raw labor Billing Rate		\$ 43.86	\$ 41.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 116.85	\$ 51.30	
	Fees		\$ 250.00	\$ 6,076.20	\$ 410.40	\$ 6,736.60
	Raw Labor Costs, Sub-Totals		\$ 87.72	\$ 2,132.00	\$ 144.00	\$ 2,363.72

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Task No.	Task	Total Task Duration, weeks	Principal	Sr Engineer	Word Processor	Totals
	Area of Expertise/Responsibility		Project Management & Support	Civil		
2	Perform Field Inspections and Assessments	16				
	Conduct Field Survey of Existing Facilities		0	4	0	4
Breakdown	Condition Based Survey		0	4	0	
	Operations Based Survey					
	Workshop Meeting No. 1 - Operations Assessment					
	Workshop Meeting No. 2 - Failure Modes & Effects Analysis (FMEA)					
	Workshop Meeting No. 3 - O&M Manual Assessment					
	Develop Baseline Assessment of Existing Treatment Processes and Performance, including site visits					
Breakdown	Site Visit 1 & assessment					
	Site Visit 2					
	Update Process & Hydraulic Modeling					
	Develop Risk Assessment for Existing Plant Assets					
	Develop Asset Criticality Framework					
Breakdown	Develop Preliminary Framework					
	Workshop #1 - Review Framework					
	Workshop #2 - Apply Framework					
	Review Preliminary Results					
	Workshop #3 - Finalize Criticality Ranking					
	Failure Modes & Effects Analysis					
Breakdown	Failure Modes Workshop					
	Failure Costs Development					
	Workshop To Discuss Results					
	Workshop Preliminary Results					
	Develop Replacement Planning Model (RPM)					
Breakdown	Review asset inventory and develop asset classes					
	Develop useful lives estimates					
	Replacement cost estimates					
	Model development					
	Model workshop					
	User Manual & training					
	Prepare Technical Memo on Field Inspections & Assessment					
Breakdown	Prepare Technical Memo on Field Inspections & Assessment					
	QA/QC Internal Review					
	Prepare and Submit Minutes of workshops and meetings					
	Submit Technical Memo to MDWASD					
	Totals For Task		0	4	0	4
	Average labor load, hrs / week			0	0	0
	Raw labor Billing Rate		\$ 43.86	\$ 41.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 116.85	\$ 51.30	
	Fees		\$ -	\$ 467.40	\$ -	\$ 467.40
	Raw Labor Costs, Sub-Totals		\$ -	\$ 164.00	\$ -	\$ 164.00

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Task No.	Task	Total Task Duration, weeks	Principal	Sr Engineer	Word Processor	Totals
	Area of Expertise/Responsibility		Project Management & Support	Civil		
3	Compile and Analyze Field Data and Develop DRAFT Report	12				
	Finalize analysis of data and findings					
	Prepare Draft Report		4	16	8	24
<i>Breakdown</i>	<i>Prepare Draft Report</i>		4	16	8	
	Submit Draft report to MDWASD					
	MDWASD Review of Draft report					
	Conduct Final Review Meeting to discuss report with MDWASD staff					0
	Prepare and Submit Minutes of Final review Meeting					0
	Totals For Task		4	16	8	24
	Average labor load, hrs/week			1	1	2
	Raw labor Billing Rate		\$ 43.86	\$ 41.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 116.85	\$ 51.30	
	Fees		\$ 500.00	\$ 1,869.60	\$ 410.40	\$ 2,280.00
	Raw Labor Costs, Sub-Totals		\$ 175.44	\$ 656.00	\$ 144.00	\$ 800.00
4	Incorporate Comments from Final Review Meeting and Submit Final Report	4				
	Incorporate comments into Draft Report and Finalize Report		1	8	4	13
	Submit Final Report to MDWASD					0
	Totals For Task		1	8	4	13
	Average labor load, hrs/week			2	1	3
	Raw labor Billing Rate		\$ 43.86	\$ 41.00	\$ 18.00	
	Labor Billing Rate		\$ 125.00	\$ 116.85	\$ 51.30	
	Fees		\$ 125.00	\$ 934.80	\$ 205.20	\$ 1,265.00
	Raw Labor Costs, Sub-Totals		\$ 43.86	\$ 328.00	\$ 72.00	\$ 443.86
Grand Totals	Project Staff Hours Totals	30	7	80	20	100
	Direct Labor Rate		\$ 43.86	\$ 41.00	\$ 18.00	\$ 39.47
	Average labor load, hrs/week			2.67	0.67	3.33
	ELM/Billing Rate	2.85	\$ 125.00	\$ 116.85	\$ 51.30	\$ 112.49
	Raw Labor Costs, Totals		\$ 307	\$ 3,280	\$ 360	\$ 3,640
	Engineering Fee		\$ 875	\$ 9,348	\$ 1,026	\$ 11,249

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