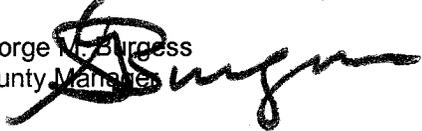


MEMORANDUM



Date: November 6, 2007

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

From: George A. Burgess
County Manager 

Subject: Contract Award Recommendation for Hialeah/Preston Water Treatment Plant - Project No. E06-WASD-10; Contract No: E06-WASD-10

Agenda Item No. 8(R)3(A)

Recommendation

This recommendation for award for Contract No. E06-WASD-10 between Carollo Engineers, P.C. and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval. The contract award is for the design of modifications to the Hialeah/Preston Water Treatment Plants to meet the requirements of the Surface Water Treatment Rule and the Disinfectant/Disinfection By-Products Rule established by the United States Environmental Protection Agency.

Scope

PROJECT NAME: Hialeah/Preston Water Treatment Plant

PROJECT NO: E06-WASD-10

CONTRACT NO: E06-WASD-10

PROJECT DESCRIPTION: To provide engineering and construction management for the design of modifications to the Hialeah/Preston Water Treatment Plants to meet the requirements of the Surface Water Treatment Rule and the Disinfectant/Disinfection By-Products Rule established by the United States Environmental Protection Agency. The Consultant will be responsible for developing performance criteria for the plant improvements needed to identify a list of acceptable processes that may be used in the final design to meet regulatory requirements.

PROJECT LOCATION: Preston Water Treatment Plant - 700 West 2nd Avenue, Hialeah, FL
Hialeah Water Treatment Plant - 1100 West 2nd Avenue, Hialeah, FL

PRIMARY COMMISSION DISTRICT: District 6 Rebeca Sosa

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E06-WASD-10

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

RECEIVED
2007 SEP 17 PM 4:40
CI&O-CAPITAL
IMPROVEMENTS

Fiscal Impact / Funding Source

FUNDING SOURCES:

SOURCE

Water Revenue Bonds Sold

Funding for this project will be reallocated from the FY06/07 CIP's as follows: Water treatment plant miscellaneous upgrades - \$5.500 million-Project No. 9610960; Safe drinking water act modification D-DBP Rule - \$2.920 million-Project No. 9654051; Water Treatment Plant – Hialeah/Preston Improvements \$5 million – Project No. 9650041. The proposed FY07/08 CIP will include Project No. 9654061, page 295 –“Safe Drinking Water Act Modifications” for a total of \$144.6 million that will provide the BCC with a more comprehensive funding picture and timeline of the entire project, which the BCC will be asked to review and make a final decision on during the budget hearing process.

PTP FUNDING:

No

GOB FUNDING:

No

CAPITAL BUDGET PROJECTS:

BUDGET PROJECT / DESCRIPTION

AWARD ESTIMATE

9654051-SAFE DRINKING WATER ACT MODIFICATIONS (D-DBP)
Book Page: 317 Funding Year: Adopted Budget Book for FY 2006-2007, Prior Years Funding

\$2,920,000.00

9650041-WATER TREATMENT PLANT - HIALEAH/PRESTON IMPROVEMENTS
Book Page: 323 Funding Year: Adopted Budget Book for FY 2006-07, Prior Years Funding

\$5,000,000.00

9610960-WATER TREATMENT PLANTS MISCELLANEOUS UPGRADES
Book Page: 324 Funding Year: Adopted Budget Book for FY 2006-07, Prior Years Funding

\$5,500,000.00

Project Totals: \$13,420,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE CODE DESCRIPTION

Prime 6.03 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS

Other 11.00 GENERAL STRUCTURAL ENGINEERING

Other 12.00 GENERAL MECHANICAL ENGINEERING

Other 13.00 GENERAL ELECTRICAL ENGINEERING

Other 14.00 ARCHITECTURE

Other 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

NTPC'S DOWNLOADED: 104
PROPOSALS RECEIVED: 4
CONTRACT PERIOD: 1825 Calendar Days: 5 years- Design 2 years; Bid 1 year and Construction 2 years.
CONTINGENCY PERIOD: 183
IG FEE INCLUDED IN BASE CONTRACT: Yes
ART IN PUBLIC PLACES: No
BASE ESTIMATE: \$12,200,000.00

BASE CONTRACT AMOUNT: \$12,200,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$1,220,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$13,420,000.00

Track Record / Monitor

EXPLANATION

At the First Tier meeting, on February 22, 2007, the Competitive Selection Committee ranked the three (3) firms that submitted proposals for the Hialeah/Preston Water Treatment Plants. The Competitive Selection Committee ranked Carollo Engineers, P.C. as the highest ranking firm and waived the Second Tier meeting. The Negotiation Committee was approved on March 1, 2007. The first negotiation committee meeting took place on March 19, 2007, and concluded the negotiations with Carollo Engineers, P.C. on April 18, 2007. This is the recommendation to award the project to Carollo Engineers, P.C.

MDWASD has reviewed the Office of Capital Improvements database; and found that Carollo Engineers, P.C. has not had any previous contracts with Miami-Dade County.

A previous Contract Award Recommendation (CAR) was submitted the week of April 16, 2007 however OSBM did not approve the CAR because it included Proposed CIP FY 07/08 funding sources. MDWASD needed to delay projects in the FY 06/07 budget in order to substitute this project. When the CAR was revised it coincided with the one month BCC recess which resulted in exceeding the nine month period from RTA to CAR approval.

SUBMITTAL DATE: 12/20/2006

ESTIMATED NOTICE TO PROCEED: 10/30/2007

PRIME CONSULTANT: Carollo Engineers, A Professional Corporation

COMPANY PRINCIPAL: C.B. Hagar, P.E.

COMPANY QUALIFIERS: C.B. Hagar, P.E.

COMPANY EMAIL ADDRESS: lelliott@carollo.com

COMPANY STREET ADDRESS: 1300 Sawgrass Corporate Parkway, Suite 144

COMPANY CITY-STATE-ZIP: Sunrise, Florida 33323

YEARS IN BUSINESS: 74

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: None

SUBCONSULTANTS: CH2M Hill, Inc.; Milian, Swain & Associates, Inc.; CES Consultants, Inc.; Nadic Engineering Services Inc.; Woolpert Inc.; Media Relations Group LLC.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

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

RESPONSIBLE WAGES: No

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

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME/PHONE/EMAIL:	Ralph Terrero	786-552-8112	TERRERO@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Patty David	786-552-8040	pattyd@miamidade.gov

Background

BACKGROUND: The County's Northwest Wellfield (NWWF) is the source of water treated at the Hialeah/Preston Water Treatment Plant. The NWWF is currently designated by the State of Florida Department of Environmental Protection (FDEP) as groundwater. Because of the NWWF's close proximity to the surface water in "Lake Belt" area and because the Biscayne Aquifer is shallow at this location, it is anticipated that FDEP will re-categorize the groundwater as "Groundwater Under the Direct Influence" (GWUDI) of surface water. The treatment process for GWUDI is subject to the same regulations applied to surface water sources. Therefore, MDWASD is proposing to retrofit the Hialeah/Preston Water Treatment Plant to comply with the surface water standards. The costs for this modification are estimated at \$144.6 million.

BUDGET APPROVAL
FUNDS AVAILABLE:

FOC
JGM


OSBM DIRECTOR

9/17/07
DATE 

APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY

8-7-07
DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:


OCI DIRECTOR

9/18/07
DATE


ASSISTANT COUNTY
MANAGER

9.20.07
DATE

CLERK DATE

DATE

**Contract to Award Recommendation
Hialeah/Preston Water Treatment Plants
Project No. E06-WASD-10**

**BUDGET PROJECT AND
DESCRIPTION:**

9654061 – Safe Drinking Water Act Modifications
(IESWT).
9654051 – Safe Drinking Water Act Modifications
(D-DBP)
9610960 – Water Treatment Plants Modifications
Upgrades

FUNDING SOURCE:

WASD Revenue Bonds Sold, Future WASD Revenue Bonds

INDEX CODES:

EW241 and EW244

**ASSISTANT DIRECTOR,
ENGINEERING:**

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

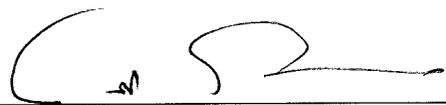
DEPT. BUDGET OFFICER


for PEDRO VELAR 8/7/07
DATE

**ASSISTANT DIRECTOR,
FINANCE**


DIANE CAMACHO 8/7/07
DATE

**DEPUTY DIRECTOR,
OPERATIONS**


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

Memorandum



Date: February 26, 2007

To: Roger Hernstadt, Director
Office of Capital Improvements

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

Subject: CBE Compliance Review
Project No. E06-WASD-10
Design of the Preston/Hialeah Water Treatment Plant

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

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Carollo Engineers, A Professional Corporation (#1), Camp, Dresser & McKee, Inc. (#2), and Hazen and Sawyer, P.C. (#3) for compliance review.

Carollo Engineers, A Professional Corporation (#1) submitted the required Schedule of Participation that listed CBE sub-consultants Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plants and Engineering Construction Management at 25%, CES Consultants, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plants, General Structural Engineering, and Engineering Construction Management at 10% and Nadic Engineering Services, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant and Engineering Construction Management at 3%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Carollo Engineers, A Professional Corporation is in compliance with the CBE Participation Provisions.

Camp, Dresser & McKee, Inc. (#2) submitted the required Schedule of Participation that listed CBE sub-consultants Fraga Engineers to perform General Mechanical Engineering and General Electrical Engineering at 10%, San Martin Associates, Inc. to perform General Structural Engineering at 5%, A & P Consulting Transportation Engineers Corporation to perform General Electrical Engineering and Engineering Construction Management at 10%, and Nova Consulting, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plants and Engineering Construction Management also at 10%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Camp, Dresser & McKee, Inc. is in compliance with the CBE Participation Provisions.

Hazen and Sawyer, P.C. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants Alleguez Architecture, Inc. to perform Architecture at 10%, Cardozo Engineering, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plants at 10%, Nifah and Partners Consulting Engineers, Inc. to perform General Structural Engineering and Engineering Construction Management at 15%, Triangle Associates, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plants at 5%, and Vital Engineering, Inc. to perform General Electrical Engineering also at 5%. The Letters of

Compliance Memorandum
Roger Hernstadt
February 26, 2007
Project No. E06-WASD-10
Page 2

Intent submitted were in agreement with the Schedule of Participation. Hazen and Sawyer, P.C. is in compliance with the CBE Participation Provisions.

Please note that DBD staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

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

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



Dept. of Business Development
Project Worksheet

Project/Contract Title: DESIGN OF THE PRESTON/HIALEAH WATER TREATMENT PLANT (SIC 871) RC Date: 09/06/2006
Project/Contract No: E06-WASD-10 Funding Source: Item No: 1-03
Department: WATER & SEWER DEPARTMENT WATER TREATMENT PLANT
Estimated Cost of Project/Bid: \$12,200,000.00 Resubmittal Date(s):
Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING AND CONSTRUCTION MANAGEMENT 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 proposed Professional Services Agreement will be for a five (5) year period.
SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Table with 6 columns: Subtrade, Cat., Estimated Value, % of Items to Base Bid, Availability. Rows include W & S SEWER SYS, GENERAL MECHANICAL ENGINEERING, GENERAL ELECTRICAL ENGINEERING, ENGINEERING CONSTRUCTION MANAGEMENT, and a Total row.

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

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

REVIEW COMMITTEE RECOMMENDATION

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

9

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

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

SAFE DRINKING WATER ACT MODIFICATIONS (D-DBP)

PROJECT # 9654051

DESCRIPTION: Modify water treatment to comply with the Federal 1996 Disinfectant - Disinfection By-Products (D-DBP) Rule at water 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
State Revolving Loan Water Program	41,104	0	0	0	0	0	0	0	41,104
WASD Revenue Bonds Sold	3,200	0	0	0	0	0	0	0	3,200

TOTAL REVENUE:	44,304	0	44,304						
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	3,265	460	306	0	0	0	0	0	4,031
Construction	32,614	4,590	3,069	0	0	0	0	0	40,273

TOTAL EXPENDITURES:	35,879	5,050	3,375	0	0	0	0	0	44,304
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SAFE DRINKING WATER ACT MODIFICATIONS (IESWT)

PROJECT # 9654061

DESCRIPTION: Modify water treatment to comply with the Federal 1996 Interim Enhanced Surface Water Treatment (IESWT) Rule

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	94	0	0	0	0	0	0	0	94
WASD Revenue Bonds Sold	1,100	0	0	0	0	0	0	0	1,100
Future WASD Revenue Bonds	0	0	0	1,000	0	0	0	2,900	3,900

TOTAL REVENUE:	1,194	0	0	1,000	0	0	0	2,900	5,094
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	96	13	0	23	45	23	0	264	464
Construction	956	129	0	227	455	227	0	2,636	4,630

TOTAL EXPENDITURES:	1,052	142	0	250	500	250	0	2,900	5,094
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STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
 DEPARTMENT: Water and Sewer

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

WATER TREATMENT PLANT - FLORIDAN AQUIFER

PROJECT # 966620

DESCRIPTION: Construct a 4.5 MGD Reverse Osmosis Treatment Plant using Floridan Aquifer to serve the City of Hialeah's service areas.

LOCATION: Hialeah
 Hialeah

DISTRICT LOCATED: 13
 DISTRICT(S) SERVED: 13

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	29,115	4,000	3,006	1,794	1,265	820	0	0	40,000
Building Better Communities GOB Program	5,000	0	0	3,900	1,100	0	0	0	10,000

TOTAL REVENUE: 34,115 4,000 3,006 5,694 2,365 820 0 0 50,000

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	0	5,600	0	0	0	0	0	0	5,600
Construction	0	0	22,300	17,800	3,480	820	0	0	44,400

TOTAL EXPENDITURES: 0 5,600 22,300 17,800 3,480 820 0 0 50,000

WATER TREATMENT PLANT - HIALEAH/PRESTON IMPROVEMENTS

PROJECT # 9650041

DESCRIPTION: Improve filters; construct a new pump station east of the reservoir and outside the transmission loop; construct a five-mega-gallon new elevated remote storage, new laboratory, and filter backwash water tank; and install two emergency generators and chlorine conversions

LOCATION: 700 W 2 Ave and 1100 W 2 Ave
 Hialeah

DISTRICT LOCATED: 6
 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	29	0	158	946	917	519	242	0	2,811
WASD Revenue Bonds Sold	5,663	0	0	0	0	0	0	0	5,663
Future WASD Revenue Bonds	0	0	0	14,250	0	0	45,882	0	60,132

TOTAL REVENUE: 5,692 0 158 15,196 917 519 46,124 0 68,606

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	34	141	357	518	507	489	1,159	3,038	6,243
Construction	342	1,409	3,567	5,178	5,060	4,880	11,578	30,349	62,363

TOTAL EXPENDITURES: 376 1,550 3,924 5,696 5,567 5,369 12,737 33,387 68,606

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

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

WATER TREATMENT PLANTS MISCELLANEOUS UPGRADES

PROJECT # 9610960

DESCRIPTION: Upgrade water treatment plants to meet regulatory requirements

LOCATION: Water 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
WASD Revenue Bonds Sold	5,500	0	0	0	0	0	0	0	5,500
TOTAL REVENUE:	5,500	0	0	0	0	0	0	0	5,500
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	91	228	182	0	0	0	0	0	501
Construction	909	2,272	1,818	0	0	0	0	0	4,999
TOTAL EXPENDITURES:	1,000	2,500	2,000	0	0	0	0	0	5,500

WATER TREATMENT PLANTS REPLACEMENT AND RENOVATIONS

PROJECT # 9650161

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

LOCATION: Water 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
Water Renewal and Replacement Fund	18,089	2,627	7,431	11,636	11,136	11,131	10,136	10,142	82,328
TOTAL REVENUE:	18,089	2,627	7,431	11,636	11,136	11,131	10,136	10,142	82,328
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	722	740	1,059	1,059	1,008	968	968	968	7,492
Construction	7,207	7,396	10,577	10,577	10,073	9,668	9,669	9,669	74,836
TOTAL EXPENDITURES:	7,929	8,136	11,636	11,636	11,081	10,636	10,637	10,637	82,328

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BUDGET PROJECT 9654051

Project Title: 9654051-SAFE DRINKING WATER ACT MODIFICATIONS (1996) (D - DBP RULE)
 Project Desc: Modify water treatment to comply with the federal Disinfectant - Disinfection By-Products (D-DBP) Rule at water treatment plants

Project \$\$ (\$\$ in 000's)	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
	10/1/1998	9/30/2013	35,879	5,050	3,375	0	0	44,304

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	3,265	460	306	0	0	4,031
Construction	N/A	N/A	32,614	4,590	3,069	0	0	40,273

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
State Revolving Loan	N/A	N/A	41,104	0	0	0	0	41,104

Current Contracts for Project 9654051

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	<u>E06-WASD-10</u>	Hiialeah/Preston Water Treatmen	\$3,200,000.00	\$0.00	\$12,200,000.00
WS	<u>E06-WASD-10</u>	Hiialeah/Preston Water Treatmen	\$0.00	\$2,920,000.00	\$12,200,000.00
Total Allocated:			\$3,200,000.00	\$2,920,000.00	

Current Sites for Project 9654051

Site	Location
<u>68533</u>	Various Locations

BUDGET PROJECT 9654061

Project Title: 9654061-SAFE DRINKING WATER ACT MODIFICATIONS (1996) (IESWT RULE)

Project Desc: Modify water treatment to comply with the federal Interim Enhanced Surface Water Treatment (IESWT) Rule

Project \$\$	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
(\$\$ in 000's)	10/1/1999	9/30/2011	1,052	142	0	250	500	5,094

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	96	13	0	23	45	464
Construction	N/A	N/A	956	129	0	227	455	4,630

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
Water Connection Char	N/A	N/A	94	0	0	0	0	94

Current Contracts for Project 9654061

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	E06-WASD-10	Hialeah/Preston Water Treatmen	\$0.00	\$2,900,000.00	\$12,200,000.00
WS	E06-WASD-10	Hialeah/Preston Water Treatmen	\$10,220,000.00	\$0.00	\$12,200,000.00
WS	E06-WASD-10	Hialeah/Preston Water Treatmen	\$0.00	\$1,100,000.00	\$12,200,000.00
WS	E06-WASD-10	Hialeah/Preston Water Treatmen	\$0.00	\$1,000,000.00	\$12,200,000.00

Total Allocated: \$10,220,000.00 \$5,000,000.00

Current Sites for Project 9654061

Site	Location
68534	Various Locations

SAFE Drinking Water Act (IESWT)

14

Public Utility - \$1, million Utility Service

BUDGET PROJECT 9610960

Project Title: 9610960-MISCELLANEOUS UPGRADES - WATER TREATMENT PLANTS

Project Desc: Upgrade water treatment plants to meet regulatory requirements

Project \$\$ (\$\$ in 000's)	Start:	End:	Prior:	06-07:	07-08:	08-09:	09-10:	Total:
	10/1/2004	9/30/2008	1,000	2,500	2,000	0	0	5,500

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	91	228	182	0	0	501
Construction	N/A	N/A	909	2,272	1,818	0	0	4,999

EXIT

Current Contracts for Project 9610960

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	E06-WASD-10	Hialeah/Preston Water Treatmen	\$0.00	\$5,500,000.00	\$12,200,000.00

There are no Sites for Project 9610960

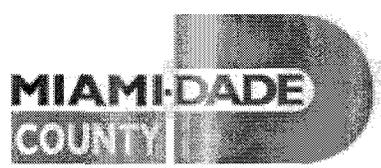
Find Contracts With Search String ==>

Status View

Exit

Projects

Goto Bottom



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 860899222

Carollo Engineers, A Professional Corporation

<u>DST</u>	<u>DPT</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Date</u>	<u>% Complete / Status</u>
6	WS	E06-WASD-10	Hialeah/Preston Water Treatmen	Preston Water Treatment Plant	N/A	\$12,200,000	3/26/2007	0% / On Schedule
Totals:					1	\$12,200,000		

* Contracts with Green Name are PSA Agreements

Status View

Exit

Projects

Goto Top

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CAROLLO ENGINEERS, P.C.

Agreement No. 07CEPC001

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 Carollo Engineers, P.C. a Arizona 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 and construction management services for the design of the Preston/Hialeah Water Treatment Plant's Modification- hereinafter referred to as the "Project".

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

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

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

2. PROFESSIONAL SERVICES Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed.

The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include

providing the design and construction management services for the design of the Preston/Hialeah Water Treatment Plant's modification to meet Surface Water Treatment Rule (SWTR) and Disinfectant/Disinfection ByProducts (DDBP) Rule. The consultant shall also be responsible for developing performance criteria for the plant improvements needed in order to identify a list of acceptable procedures that may be used in the final design to meet SWTR and DDBP Regulations.

Task Order One (Exhibit B) – The Consultant will perform a detailed feasibility study of the Hialeah/Preston Water Treatment Plant's (WTP) which will include, but not limited to the following task:

- Compile and review pertinent project documents, past treatment study efforts, and facilities operational performance.
- Establish water quality and regulatory goals.
- Evaluation and field assessment of process systems at the Preston and Hialeah WTP's.
- Evaluation and Assessment of treatment system equipment components.
- Perform a hydraulic evaluation of existing treatment system.
- Document existing performance, along with regulatory, process and hydraulic issues as they pertain to identified goals.
- Evaluate and recommend alternative treatment options to comply with GWUDI
- Preparation of Feasibility Study Report on treatment alternatives.

The total compensation for Task Order One is \$473,561 and the work should be completed within 150 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 MIS Division of the Department. MIS staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of MIS. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY and the COUNTY will receive the executable codes.

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

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

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

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

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

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

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

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

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

C. Reimbursable Expenses The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his designee in writing. Reimbursable expenses may include:

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

D. Maximum Compensation The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed twelve million two hundred thousand dollars (\$12,200,000). 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: C.B. Hagar, P.E., and Larry E. Elliott, 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 Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager. The decision of the County Manager shall be subject to review de novo by a court of competent jurisdiction.

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

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

13. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

14. SUBCONSULTANTS

A. The ENGINEER shall utilize the following firms as subconsultants: CH2M Hill, Inc.; Milian, Swain & Associates, Inc.; CES Consultants, Inc.; Nadic Engineering Services Inc.; Woolpert, Inc., and Media Relations Group, LLC. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee after the Department of Business Development approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his designee and after the Department of Business Development approves the additional subconsultant(s). When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

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

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

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

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

ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

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

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

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

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

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$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, with the following qualifications:

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

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

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

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

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

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

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

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

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

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

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

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

25. OFFICE OF THE COUNTY INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of COUNTY Code Section 2-1076; in that the Office of the Miami-Dade COUNTY Inspection General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, agreement and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the ENGINEER from the IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

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

(1) If this agreement is completely or partially terminated, the ENGINEER shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The ENGINEER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of COUNTY Commissioners whether a particular project, program, agreement or transaction is or was necessary and if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within the budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all COUNTY agreements throughout the duration of said agreements (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the ENGINEER under this Agreement will be assessed one quarter of the one percent (.0025) of the total amount of the payment, to be deducted from each progress payment as the same becomes due. The ENGINEER shall in stating its proposals be mindful of this assessment, which will not be separately identified, calculated or adjusted.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the ENGINEER, its officers, agents and employees, lobbyist, COUNTY staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. The IG authorized to investigate any alleged violation by the ENGINEER of its Code of Business Ethics, pursuant of COUNTY Code Section 2-8.1.

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

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and COUNTY in connection with this agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

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

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

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

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

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

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

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

34. SECURITY RESTRICTIONS: Access to the COUNTY's site is restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade COUNTY Code (Ordinance No. 02-68). 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. CONSTRUCTION CONTRACTOR'S MEAN, METHODS AND SAFETY: The ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors.

37. THIRD PARTIES: The services to be performed by the ENGINEER are intended solely for the benefit of the COUNTY. No person or entity not a signatory of this Agreement shall be entitled to rely on the ENGINEER'S performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of the ENGINEER'S services hereunder.

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

(This page was left blank intentionally)

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

ATTEST:

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

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

By: _____
County Mayor

WITNESSETH:

Carollo Engineers
Firm Name
(Place Corporate Seal)

JEH
P.C.
JE

Carollo Engineers, P.C. is an Arizona Professional Corporation qualified to do business in the State of Florida. By corporate resolution, all shareholders, including Larry Elliott and Steve Hough, are authorized to execute contracts relating to the firm's usual and customary engineering business on behalf of Carollo Engineers, P.C.

Lori A. Wygladski
Signature

By: *Larry E. Elliott*
Partner

Lori A. Wygladski
Printed Name

Larry E. Elliott
Printed Name

Leanne Hendricks
Signature

Stephen G. Hough
Partner

Leanne Hendricks
Printed Name

Stephen G. Hough
Printed Name

Approved as to form
and legal sufficiency.

[Signature]
Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number
07CEPC001

I, Larry E. Elliott, as the duly authorized representative of
Affiant
Carollo Engineers being first duly sworn

state: that, Carollo Engineers
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade COUNTY is: Carollo Engineers, A Professional Corporation
5201 Blue Lagoon Drive, Suite 950, Miami, FL 33126

Federal Employer Identification Number
86-0899222

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

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

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

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

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

(Check the appropriate box)

Does not meet either of the above listed conditions.

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

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

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

Gary Deis, 2700 Ygnacio Valley Road, #300, Walnut Creek, CA 94598	5.3 %
Stephen G. Hough, 10540 Talbert Ave., #200E, Fountain Valley, CA 92708	5.3 %
	%

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

N/A

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

No

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

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

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

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:

35

- (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;
 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).

X 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:

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.

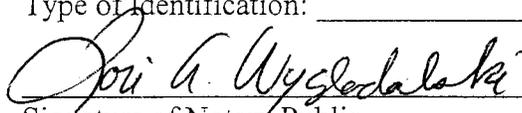
I have carefully read this entire eight page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

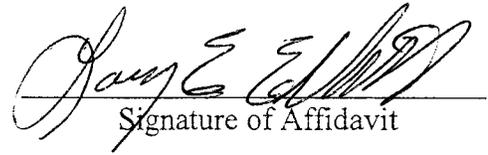
Sworn to and subscribed before me at Miami-Dade COUNTY, Florida this 20 day of April, 2007, by Larry E. Elliott on behalf of Carollo Engineers

Who is personally know to me
 Who produced identification:

Type of Identification: _____



Signature of Notary Public
State of Florida at Large



Signature of Affidavit

Lori A. Wygladalski
Print, type or stamp name of notary public
Lori A. Wygladalski, Office Administrator
Legal Name & Title



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 3B
CAROL10

DATE (MM/DD/YYYY)
04/23/07

PRODUCER
Brown & Brown Insurance of AZ
2800 N. Central Ave., #1600
P.O. Box 2800
Phoenix AZ 85002-2800
Phone: 602-277-6672

INSURED
Carollo Engineers P.C.
Risk Management Office
3033 N 44th Street, #101
Phoenix AZ 85018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Prop/Cas of America	0532
INSURER B:	Charter Oak Fire	25615
INSURER C:	Great American Insurance Co.	0255
INSURER D:	Farmington Casualty Co.	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab EXCLUDING PROF LIAB (SEPERATE POL) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	630188B39406	12/31/06	12/31/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000 MED EXP (Any one person) \$ 20000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 10000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	810995K500806 PLCAP995K500806	12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	TUU5595799	12/31/06	12/31/07	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 Excess of \$ Automobil \$ Work Comp \$
A	D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PACRUB995K342106 FARMINGTON (CALIFORNIA)	12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER	ADDITIONAL INSURED DOES NOT APPLY TO WORK COMP			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Except for 10 Days for Non-Payment of Premium; Except for the Workers Compensation coverage.

RE: Preston/Hialeah Water Treatment Plant's Modification. Carollo Job No.: Not yet assigned. Miami-Dade County is named as an additional insured with respects to General Liability per form CGD251 (01/03).

CERTIFICATE HOLDER

MIAMI FL

Miami-Dade County
Department's Intergovernmental
Affairs Manager
3071 S.W. 38th Avenue
Miami FL 33146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~WHICH WILL BE SO SMALL~~ ~~AS TO BE UNREADABLE~~ ~~AND NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Diane C. Doucet

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
2. The insurance provided to the additional insured is limited as follows:
 - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
 - d) This insurance does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope or limits of insurance in this policy exceed those of such other insurance or whether such other insurance is valid or collectable.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. As a condition of coverage, each additional insured must:
 - a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".
 - b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of

COMMERCIAL GENERAL LIABILITY

the claim or defense against the "suit," and otherwise comply with policy conditions.

- c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers

to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

- d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return)
Carollo Engineers A Professional Corporation

Business name, if different from above

Check appropriate box: Individual/
 Sole proprietor Corporation Partnership Other ▶ Exempt from backup
 withholding

Address (number, street, and apt. or suite no.)
3033 N 44th Street Ste. 101

City, state, and ZIP code
Phoenix, AZ 85018

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number
8 6 0 8 9 9 2 2 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 8/28/06
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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EXHIBIT B

TASK 1

PERFORM A FEASIBILITY STUDY OF THE HIALEAH/PRESTON WTPS WHICH WILL INCLUDE, THE FOLLOWING SUBTASKS

TASK 1.1 - COMPILE AND REVIEW PERTINENT PROJECT DOCUMENTS, PAST TREATMENT STUDY EFFORTS, AND FACILITIES OPERATIONAL PERFORMANCE

Task 1.1.1 – Existing Document Collection & Review

Task 1.1.1.1 - Review Past Project Documents: The ENGINEER will collect from the owner historic plant documentation. This information will include as-built construction plans, specifications, regulatory permits, and other regulatory communication or written actions. The review of this information will be limited to review of the information necessary to assess the existing facilities as it pertains to the activities contained in this Task 1 effort.

Task 1.1.1.2 - Review of Past Studies: The ENGINEER will collect and review historic plant process studies to identify and note previously completed work which may be considered relevant in the execution of this project. This includes the following documents identified by the M-DWASD:

- John E. Preston and Hialeah WTPs Update of GWUDI Impact Report (July 2006)
- Groundwater Under the Direct Influence of Surface Water Treatment Considerations - Hialeah and John E. Preston Water Treatment Plants (March 2001)
- Ozone Facilities Master Plant for the John E. Preston and Hialeah WTP (November 2001)
- Chlorine Dioxide Bench Scale Testing (January 2003)
- Executive Summary - Testing of Technologies for Control Of Disinfection By-Products at the Hialeah/Preston WTPs (October 1999)
- Filtration System Performance Evaluation (October 1995)
- John E. Preston WTP Full Scale Treatability Testing - Draft & Final Reports (Sept. 1998)
- Executive Summary - Disinfection By-Products Control Project/Treatment Options for Hialeah/Preston (April 1999)
- Testing of Technologies for Control of Disinfection By-Products - Final Report (June 1999)

Task 1.1.1.3 - Compile and Review Historic Plant Operational Performance Records:

The ENGINEER will compile existing plant performance records in both table and graphical format. Up to 5 years of monthly water quality, chemical feed, and production flow data will be summarized for the purpose of establishing a base line of performance for the plants. Flow data will include identification of existing lime sludge recycle, filter backwash, and other recycled flow volumes information. Available raw, intermediate, and finished water quality data to be summarized includes pH, turbidity, color, silica, disinfection by-products, hardness, alkalinity, sulfates, barium, strontium, iron, calcium, TDS, TOC, UV₂₅₄, and chlorine residual.

TASK 1.2 - ESTABLISH WATER QUALITY AND REGULATORY GOALS

Task 1.2.1 - Establish Finished Water Quality Goals

The ENGINEER, working with M-DWASD Staff, will develop a set of finished water quality goals. These goals will be used as the basis for determining current plant capabilities and capacities. The Finished Water Quality Goals will be presented in tabular format, along with the existing finished water quality and State and Federal quality criteria.

Task 1.2.2 - Establish Regulatory Compliance Requirements

This task will include a review and summary of current and anticipated water quality regulations that may impact the choice of available treatment technologies for the modifications required for conversion to a GWUDI plant for the Preston and Hialeah WTPs. This task will include consideration of:

- Surface Water Treatment Rule (SWTR) and its Amendments, including:
 - Microbial/Disinfection By-Products Rules (M/DBPR)
 - Stage 1 D/DBP Rule (D/DBPR1)
 - Interim Enhanced Surface Water Treatment Rule (IESWTR)
 - Stage 2 D/DBP Rule (D/DBPR2)
 - Long Term Stage 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)
 - Filter Backwash Rule (FBR)
- National Primary Drinking Water Regulations (NPDWR)
- Arsenic Rule
- Radionuclides Rule
- Total Coliform Rule (TCR) and potential revisions
- Lead and Copper Rule (LCR)
- Candidate Contaminant List (CCL) and potential updates
- Regulatory activities on emerging pathogens and/or contaminants (e.g., perchlorate) as they occur.

TASK 1.3 - EVALUATION AND FIELD ASSESSMENT OF PROCESS SYSTEMS AT THE PRESTON AND HIALEAH WTP'S

Task 1.3.1 - Evaluation of the Process Systems at the Preston and Hialeah WTPs

The ENGINEER will perform an evaluation of the existing process systems at the WTPs to determine the expected performance of each system. This evaluation includes the development of process calculations to identify the expected performance of each system in terms of water quality and production, as appropriate. Equipment specifications will be reviewed and performance information documented. The ENGINEER will assess the ability of each process system to produce water that is in compliance with current and proposed water quality goals and regulations. Specific treatment objectives and/or water quality parameters to be include: 1) TOC reduction, 2) product water stability, 3) color reduction, 4) Settled and Filtered Water Turbidity, 5) hardness reduction, 6) UV Transmittance (UVT), and 7) Disinfection By-Product (DBP) Formation Potential.

Laboratory testing to measure the above parameters will be by both ENGINEER (using outside laboratory services) and M-DWASD. Testing to be performed by M-DWASD includes "wet testing" and encompasses stability (i.e., Langelier Saturation Index), color, turbidity, and hardness. ENGINEER will contract for testing to include UVT and DBPs. Testing costs to be borne by ENGINEER includes such testing/analytical costs up to a maximum value of \$7,500.00.

Task 1.3.2 - Field Assessment and Verification of Process Systems

Identify through field gathered information the efficiency and overall functionality of each process under current operating conditions (i.e., changes in raw water flows, varying water quality) and benchmark these operating parameters to the information gathered in Task 1.3.1 and other similar installations to gauge their relative efficiency and performance.

TASK 1.4 - EVALUATION AND ASSESSMENT OF TREATMENT SYSTEM EQUIPMENT COMPONENTS

Task 1.4.1 - Identify, Catalog, and Evaluate Process and Process Support Equipment, Including Operational Performance of Each

The ENGINEER shall identify, catalog, and evaluate the performance of equipment associated with the process systems of the WTPs. Information on the performance of each piece of equipment, as documented by available manufacturer's performance information, will be determined and presented with the catalog of equipment. Equipment not directly related to a process system is not included in this evaluation effort.

Task 1.4.2 - Field Performance Assessment of Process, and Process Support Equipment

The ENGINEER shall gather actual performance data available on the performance of each piece of process, and process support equipment. In depth interviews with treatment facility staff will be conducted to gain insight on the actual operational performance of each, as well as, the reliability of the data gathered. This information will be analyzed and an actual capacity of each piece of equipment will be estimated. Equipment not directly related to a process system is not included in this assessment effort.

TASK 1.5 - PERFORM A HYDRAULIC EVALUATION OF EXISTING TREATMENT SYSTEM

This task involves performing a hydraulic evaluation and the preparation of plant hydraulic profiles for the Preston and Hialeah WTPs. The hydraulic profile of the facilities will depict maximum flow rates for each plant both at current conditions and projected ultimate build-out of the facilities. Specific subtasks in completing the Hydraulic Evaluation include:

- Compute and prepare a hydraulic profile across the pumping and treatment units.
- Perform field surveys as required to verify water elevations and affirm the accuracy of the computed profile.

- Prepare a technical memorandum that summarizes the hydraulic issues of the Preston & Hialeah WTPs.

TASK 1.6 - DOCUMENT EXISTING PERFORMANCE, ALONG WITH REGULATORY, PROCESS, AND HYDRAULIC ISSUES AS THEY PERTAIN TO IDENTIFIED GOALS

Task 1.6.1 - Prepare Summary of Overall Issues (Process, Hydraulic, & Regulatory)

For both the Preston and Hialeah WTPs, prepare a summary table and applicable graphics for each process, and process equipment component that depict the performance at each facility. This summary shall include any factors that may be limiting the performance under current operating conditions and build-out capacities.

TASK 1.7 - EVALUATE AND RECOMMEND ALTERNATIVE TREATMENT OPTIONS TO COMPLY WITH GWUDI (SURFACE WATER TREATMENT RULE)

Task 1.7.1 - Complete a Literature Review and Desk-Top Study of Candidate Technologies for GWUDI Compliance

ENGINEER will complete a literature review and perform desk-top evaluations of candidate technologies that will allow M-DWASD to comply with the GWUDI regulations and other applicable regulations at the Preston and Hialeah WTPs. These technologies, listed below, will be considered to be used synergistically with one-another (as applicable) to achieve the treatment objectives established in Task 1.2. These treatment options will include the following:

- Ultraviolet Light (UV) Disinfection
- UV/Hydrogen Peroxide
- Ozone/Biologically Active Filtration (BAF)
- Micro/Ultrafiltration
- Nanofiltration (with concentrate recovery considered)

In concert with the above evaluations, ENGINEER will identify full-scale operating water treatment plants that employ one or more of the above technologies which could be visited by members of the Project Team. The goal of these field visits will be to better understand the operating characteristics, complexities, and overall performance of this process in applications similar to those at the Preston and Hialeah WTPs. Two field visits are included in this effort.

Task 1.7.2 - Preliminary Screening Workshop

Objective: The objective of this task is to screen and select alternatives for subsequent (in a follow-up task) bench and/or pilot scale investigations.

ENGINEER will conduct a one-day screening workshop to propose and evaluate and select treatment options for further evaluation. Options will be evaluated based upon the following:

- Ability to satisfy finished water treatment goals

SD

- Order of Magnitude Capital and Operational Costs
- Space Constraints/Constructability
- Ease of Operations

SUBTASK 1.8 - PREPARATION OF FEASIBILITY STUDY REPORT ON TREATMENT ALTERNATIVES

Task 1.8.1 Prepare Draft Screening Feasibility Study Report.

The ENGINEER will provide the M-DWASD with a draft Feasibility Study Report on treatment alternatives for the Preston and Hialeah WTPs. This report will include the findings of the study and will identify treatment alternatives which will be furthered evaluated via bench and/or pilot scale testing, a budgetary opinion of probable construction cost, and regulatory assessment in terms of ability to meet the surface water treatment rule. The report will incorporate the above deliverables and technical memorandums and will include an updated project schedule. This schedule will be presented in a Bar Chart format and will indicate the stages of each project phase from pre-design, design, construction and start-up.

ENGINEER will deliver 10 copies of the Draft Report for M-DWASD review and comment. Once M-DWASD's comments are received by the ENGINEER, the ENGINEER will incorporate these comments into the Final Report.

ENGINEER will deliver 20 copies of the Final Report in 3 ring binders. The Final Report shall contain an Executive Summary of the study's purpose and findings as the first chapter of the report.

Digital Document Conversion: ENGINEER will convert the report to PDF and HTML Help format. The digital version will be text searchable and include a Table of Contents that links to topics within the document. Both versions will feature an index. The digital versions will be distributed via CD-ROM. The CD-ROM 's will include a user interface and will include the software necessary to view the document in Windows 9x, 2000.

The Final Report shall contain the CD version in a pocket on the inside cover of the report.

Proposal for Engineering Services Labor Expenses

CAROLLO ENGINEERS

Task 1 - Perform a feasibility study of the Hialeah and Preston Water Treatment Plants

Task Description	Raw Labor Rate	Civil/Process Engineer I	Civil/Process Engineer II	Lead Process / Design Engr.	Project Engineer	Process Specialist	Senior Process Specialist	Project Manager	Technical Advisor	Partner-in-Charge	Technicians	Senior Technicians	Word Proc/ Clerical	Sr. Word Proc./ Clerical	Total Hours	Total Labor Costs	Air Fare (# of Trips) Coach	Auto Rental (# of Days Rentals)	Lodging (# nights)	Food (max amt)	Personal Mileage (# miles)
Task 1.1 - Complete and review pertinent project documents, past treatment study efforts, and facilities operational performance																					
Task 1.1.1 - Existing Document Collection & Review																					
Task 1.1.1.1 - Review Past Project Documents		36	32	12	20	8	4	16	2	0	6	2	2	0	140	\$17,966	0	0	0	0	84
Task 1.1.1.2 - Review Past Project Documents		36	40	14	24	28	12	24	2	2	0	0	2	2	186	\$25,518	0	0	0	0	186
Task 1.1.1.3 - Compile and Review Historic Plant Operational Performance Records		32	20	8	8	8	8	12	2	0	4	1	4	1	108	\$13,726	0	0	0	0	80
Subtotal - Task 1.1		104	92	34	52	44	24	52	6	2	10	3	8	3	434	\$57,210	0	0	0	0	350
Task 1.2 - Establish water quality and regulatory goals		16	8	8	12	12	4	8	0	0	0	0	8	0	76	\$9,861	0	0	0	0	40
Task 1.2.1 - Establish Finished Water Quality Goals		20	8	12	12	36	12	20	1	1	0	0	16	4	142	\$19,345	1	3	2	2	80
Task 1.2.2 - Establish Regulatory Compliance Requirements		36	16	20	24	48	16	28	1	1	0	0	24	4	218	\$29,206	1	3	2	2	120
Subtotal - Task 1.2																					
Task 1.3 - Evaluation and field assessment of process systems at the Preston and Hialeah WTPs																					
Task 1.3.1 - Evaluation of the Process Systems at the Preston and Hialeah WTPs		80	60	48	72	48	24	30	12	8	8	4	16	8	418	\$55,093	2	5	8	8	160
Task 1.3.2 - Field Assessment and Verification of Process Systems		24	24	30	24	16	8	24	10	8	10	0	8	0	178	\$24,516	0	0	0	0	120
(Note: Task 1.3 includes allocation for Laboratory testing costs of \$7,500.00)		104	84	78	96	64	32	54	22	8	18	4	24	8	596	\$79,609	2	5	8	8	280
TASK 1.4 - Evaluation and assessment of treatment system equipment components																					
Task 1.4.1 - Identify, Catalog, and Evaluate Process and Process Support Equipment, Including Operational Performance of Each		156	80	80	96	60	24	28	12	1	8	8	12	6	571	\$72,925	2	4	6	6	120
Task 1.4.2 - Field Performance Assessment of Process and Process Support Equipment		60	48	24	48	24	16	16	8	1	4	0	8	3	260	\$33,886	0	0	0	0	60
Subtotal - Task 1.4		216	128	104	144	84	40	44	20	2	12	8	20	9	831	\$106,812	2	4	6	6	180
Task 1.5 - Perform a hydraulic evaluation of existing treatment systems (both plants)																					
Subtotal - Task 1.5		220	24	80	36	32	4	24	8	4	24	6	8	1	471	\$54,975	0	0	0	0	60
Task 1.6 - Document existing performance, along with regulatory, process, and hydraulic issues as they pertain to identified goals																					
Task 1.6.1 - Prepare Summary of Overall Issues (Process, Hydraulic, & Regulatory)		40	32	36	24	24	8	14	4	1	10	2	8	2	205	\$26,134	0	0	0	0	0
Subtotal - Task 1.6		40	32	36	24	24	8	14	4	1	10	2	8	2	205	\$26,134	0	0	0	0	0
Task 1.7 - Evaluate and recommend alternative treatment options to comply with GWUDI (surface water treatment rule)																					
Task 1.7.1 - Complete a Literature Review and Desk-Top Study of Candidate Technologies for GWUDI Compliance		80	72	24	37	72	24	32	16	1	24	4	16	3	406	\$52,874	3	6	5	5	146
Task 1.7.2 - Preliminary Screening Workshop (incl prep time and followup activities)		32	24	24	24	42	13	16	16	4	8	4	36	12	255	\$32,126	3	3	6	6	60
Subtotal - Task 1.7		112	96	48	61	114	37	48	32	5	32	8	52	16	661	\$85,000	6	9	11	11	206
Subtask 1.8 - Preparation of Feasibility Study Report on treatment alternatives																					
Task 1.8.1 Prepare Draft Screening Feasibility Study Report		32	22	8	24	8	8	24	8	4	20	12	24	11	206	\$25,000	0	0	0	0	0
Subtotal - Task 1.8		32	22	8	24	8	8	24	8	4	20	12	24	12	206	\$25,000	0	0	0	0	0
TOTAL PROJECT HOURS & LABOR COSTS		864	494	408	461	418	169	288	101	27	126	43	168	54	3621	\$463,946	11	21	27	27	1,196
TOTAL DIRECT COSTS (expenses)																\$4,235	\$735	\$3,240	\$837	\$568	
TOTAL PROJECT COSTS																\$4,235	\$735	\$3,240	\$837	\$568	\$473,561

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CAROLLO ENGINEERS, P.C.
FEE SCHEDULE
As of March 15, 2007

Project: **Preston-Hialeah WTP Improvments**
Client: **Miami-Dade Water & Sewer Department**
OCI Project No: **E06-WASD-10**



<u>Labor Category</u>	<u>Raw Labor Rate</u>	<u>Labor Multiplier</u>	<u>Hourly Rate</u>
Engineer/Scientists			
Civil/Process Engineer I	\$33.00	2.85	\$94.05
Civil/Process Engineer II	\$39.00	2.85	\$111.15
Lead Process / Design Engineer	\$46.00	2.85	\$131.10
Project Engineer	\$53.00	2.85	\$151.05
Process Specialist	\$53.00	2.85	\$151.05
Senior Process Specialist	\$63.00	2.85	\$179.55
Project Manager	\$72.00	2.85	\$205.20
Technical Advisor	\$72.00	2.85	\$205.20
Partner-in-Charge	-----	-----	\$125.00
Technicians			
Technicians	\$27.00	2.85	\$76.95
Senior Technicians	\$42.00	2.85	\$119.70
Support Staff			
Word Processing / Clerical	\$19.00	2.85	\$54.15
Senior Word Processing / Clerical	\$26.00	2.85	\$74.10
Field Staff (Working Full Time M-DWASD Facilities)			
	TBD	2.4	
Field Staff (Working On Construction Site - Field Inspectors, etc)			
	TBD	2.1	
Other Direct Expenses			
Travel, Subsistence and Other Direct Costs Reimbursed in Accordance with Miami-Dade County Policies and Procedures for Consulting Services			

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Individual	Rate/Hr	Role/Labor Category	Range in Actual Rates				Proposed Rate
			Low	High	Average	Earlier Rate	
Larry Elliott	\$71.94	Project Manager	\$30.29	\$34.18	\$32.28	\$33.00	Civil/Process Engineer I
Vincent Hart	\$50.19	Process Specialist	\$38.37	\$58.05	\$45.99	\$39.00	Civil/Process Engineer II
C.B. Hagar	\$67.75	Technical Advisor	\$49.90	\$62.31	\$56.11	\$46.00	Lead Process/Design Engr.
Erin Mackey	\$43.88	Process Specialist	\$52.10	\$59.29	\$59.40	\$53.00	Project Engineer
Gil Crozes	\$66.14	Technical Advisor	\$43.88	\$75.73	\$55.40	\$53.00	Process Specialist
Harold Wright	\$51.06	Process Specialist	\$63.75	\$78.41	\$69.57	\$63.00	Senior Process Specialist
Tom Crowley (a)	\$62.18	Project Engineer	\$71.94	\$71.94	\$71.94	\$72.00	Project Manager
Ron Joost	\$67.75	Senior Process Specialist	\$66.14	\$85.00	\$72.63	\$72.00	Technical Advisor
Bryant Bench	\$63.75	Senior Process Specialist	Act. Average	Ave/Category	3% Ann+	Earlier Rate	
Tom Mossinger	\$62.02	Process Specialist	\$32.28	\$39.13	\$40.31	\$37.00	Assistant Professional
Dennis VanKirk	\$41.54	Civil/Process Engineer II	\$45.99				
Thomas Nopari	\$56.82	Project Engineer	\$56.11	\$56.11	\$57.79	\$48.00	Professional
Lyle Munce	\$69.23	Senior Process Specialist	\$59.43	\$59.43	\$61.22	\$57.00	Project Professional
Mario Gamboa	\$62.31	Lead Process / Design Engr.	\$55.40	\$62.48	\$64.36	\$63.00	Lead Project Professional
Richard Haugh	\$59.23	Project Engineer	\$69.57				
Arsenio Milian	\$75.73	Process Specialist	\$71.94	\$71.94	\$74.10	\$74.00	Sr. Professional/Project Mgr
Deborah Swayin	\$63.11	Process Specialist	\$72.63	\$72.63	\$74.81	\$74.00	Partner-in-Charge/Tech Advisor
Julio Menache	\$58.05	Civil/Process Engineer II					
Jose Palacios	\$31.80	Civil/Process Engineer I					
Gabriel Milian	\$30.29	Civil/Process Engineer I					
Shubra Jain	\$30.91	Civil/Process Engineer I	Note: Rates for CH2M HILL Range from \$34.62 to \$75.44				
Chance Lauderdale	\$34.18	Civil/Process Engineer I					
Steve Walker	\$34.23	Civil/Process Engineer I					
Laura Baumberger	\$38.37	Civil/Process Engineer II					
Jess Brown	\$48.32	Process Specialist					
Sandeep Sethi	\$48.86	Process Specialist					
Eric Peters	\$49.90	Lead Process / Design Engr.					
Robert Cushing	\$68.70	Senior Process Specialist					
Graham Juby	\$78.41	Senior Process Specialist					
Sarwan Wason	\$84.00	Technical Advisor					

a. Reflects a 9% increase in salary adjustment to SE Florida Market

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