

MEMORANDUM



Date: May 20, 2008
To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(R)(1)(A)

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation for Design of Transmission Pipeline for Reclaimed Water System from the South District Wastewater Treatment Plant to the vicinity of Metro Zoo - Project No: E07-WASD-08 (A); Contract No: E07-WASD-08 (A), to A & P Consulting Transportation Engineers Corp. in the amount of \$2,750,000.00

RECOMMENDATION

This recommendation for award for Contract E07-WASD-08(A) between A & P Consulting Transportation Engineers Corp. in the amount of \$2,750,000.00 and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (WASD) and is recommended for approval pursuant to Section 2-8.2.11 of the Code of Miami Dade County. The consultant is to provide engineering design, post design services during construction and project coordination services for a 36-inch reclaimed water transmission pipeline from the South District Wastewater Treatment Plant (SDWWTP) to a recharge delivery system located in the vicinity of Metro Zoo.

DELEGATION OF AUTHORITY

The authority of the County Mayor or his designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County.

SCOPE

PROJECT NAME: Design of Transmission Pipeline for Reclaimed Water System from the SDWWTP to the vicinity of Metro Zoo

PROJECT NO: E07-WASD-08 (A)

CONTRACT NO: E07-WASD-08 (A)

PROJECT DESCRIPTION: A & P Consulting Transportation Engineers Corp. is to provide engineering design, post design services during construction and project coordination services for a 36-inch reclaimed water transmission pipeline from the SDWWTP to a recharge delivery system located in the vicinity of Metro Zoo.

Design services include, but are not limited to, performing preliminary route analysis, site investigations, surveying, geotechnical services,

maintenance of traffic plans, hydraulic analysis, coordination with other utilities, agencies, municipalities and the public, preparation of design reports, drawings and contract specifications. Assistance during the permitting and procurement phases will also be included as well as post design services which are required to provide technical support during construction. Post design services during construction include, but not limited to, periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, review contract schedules, schedule of values, and as-built drawings. Project coordination services will include, establishing a plan to implement projects and track project schedules, budgets and deadlines, preparation of status reports and attendance at meetings as requested.

PROJECT LOCATION: SDWWTP located at 8950 SW 232 Street to a recharge delivery system located in the vicinity of the Metro Zoo at 12400 SW 152nd Street, Miami Florida 33177.

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Special

OCI A&E PROJECT NUMBER: E07-WASD-08(A)

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

FISCAL IMPACT / FUNDING SOURCE

OPERATIONS COST IMPACT/FUNDING: Throughout the life of the asset the industry average yearly operation cost would range between 3 and 5% of the total construction cost of the asset being installed. The funding source is Water Distribution O&M Fund.

MAINTENANCE COST IMPACT/FUNDING: Throughout the life of the asset the industry average yearly maintenance cost would range between 3 and 5% of the total construction cost of the asset being installed. The funding source is Water Distribution O&M Fund.

LIFE EXPECTANCY OF ASSET: The life expectancy is approximately 50 years.

FUNDING SOURCE:	<u>SOURCE</u>	<u>AMOUNT</u>
	Wastewater Connection Charges, WASD Revenue Bonds Sold, and Future Revenue Bonds	<u>\$2,750,000.00</u>

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECT:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	965630-WASTEWATER TREATMENT PLANTS EFFLUENT REUSE	<u>\$2,750,000.00</u>
	Book Page: 292 Funding Year: Adopted Capital Budget Book FY 2007-08, Prior Years Funds	

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 6.01 WATER AND SANITARY SEWER SYSTEMS – WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
	Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
	Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING – GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
	Other 10.01 ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
	Other 10.05 ENVIRONMENTAL ENGINEERING – CONTAMINATION ASSESSMENT AND MONITORING
	Other 15.01 SURVEYING AND MAPPING – LAND SURVEYING
	Other 16.00 GENERAL CIVIL ENGINEERING

NTPC'S DOWNLOADED: 119

PROPOSALS RECEIVED: 13

CONTRACT PERIOD: 1,825 Days. Five (5) years. Design – 2 years; Permitting/Procurement 1 year; Construction 2 years

CONTINGENCY PERIOD: 182 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$2,500,000.00

BASE CONTRACT AMOUNT: \$2,500,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$250,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$2,750,000.00

TRACK RECORD / MONITOR

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: At the First-Tier meeting on December 20, 2007 the Competitive Selection Committee voted to hold a Second-Tier meeting with the four highest ranking firms out of the 13 proposals submitted. The Second-Tier was held on January 18, 2008. The Committee ranked A & P Consulting Transportation Engineers Corp. the highest ranking firm.

The Negotiation Committee was approved by the County Manager on January 30, 2008. On March 4, 2008 the Negotiation Committee met with A & P Consulting Transportation Engineers Corp. and concluded its negotiations. This is the recommendation to award the contract to A & P Consulting Transportation Engineers Corp.

Based on the Office of Capital Improvements CIIS database, the County has completed two evaluations for A & P Consulting Transportation Engineers Corp. with an overall performance of 3.8 points out of a possible 4 points.

SUBMITTAL DATE: 10/29/2007

ESTIMATED NOTICE TO PROCEED: 6/30/2008

PRIME CONSULTANT: A & P Consulting Transportation Engineers Corp.

COMPANY PRINCIPAL: Carlos M. Gil-Mera, P.E.

COMPANY QUALIFIERS: Carlos M. Gil-Mera, P.E.

COMPANY EMAIL ADDRESS: agacosta@apcte.com

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
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COMPANY STREET ADDRESS: 10305 NW 41st Street, Suite 115

COMPANY CITY-STATE-ZIP: Miami, FL 33178

YEARS IN BUSINESS: 12

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report as provided by the Department of Small Business Development, the contractor has received five contracts with various County departments for a total value of \$3,714,218 over the last five years.

SUBCONSULTANTS: Nova Consulting, Inc., BCC Engineering, Inc., Media Relations Group, Geosol, Inc. and ConsulTech Surveying, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 9/12/2007 **SIGNOFF DATE:** 9/12/2007

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:		ESTIMATED		COMMENT
	TYPE	GOAL	VALUE	
	CBE	35.00%	\$962,500.00	CBE
	CWP	0.00%	\$0.00	Not Applicable

MANDATORY CLEARING HOUSE: No


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

PROJECT MANAGER NAME/PHONE/EMAIL: Reynaldo J. Abreu 786-552-8161 RJABR01@miamidade.gov


BACKGROUND

This project is a part of the WASD's "Alternative Water Supply Plan" mandated by the South Florida Water Management District and "Reuse Feasibility Study" mandated by the Florida Department of Environmental Protection. In order to meet state and federal requirements, MDWASD is constructing a water reclamation facility at the SDWWTP. This project provides for the design of a pipeline for the transmission of reclaimed water from the SDWWTP to a re-charge delivery system in the vicinity of Metro Zoo.


BUDGET APPROVAL
FUNDS AVAILABLE:

FCM
JEM

OSBM DIRECTOR
4/15/08 95 O.K.
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY
4/14/08
DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:


OCI DIRECTOR
4-25-08
DATE


ASSISTANT COUNTY
MANAGER
5/5/08
DATE

CLERK DATE

DATE



MEMORANDUM

(Revised)

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

DATE: May 20, 2008

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(R)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
5-20-08

RESOLUTION NO. _____

RESOLUTION APPROVING A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR CONTRACT NUMBER E07-WASD-08 (A) IN THE AMOUNT OF \$2,750,000 TO A & P CONSULTING TRANSPORTATION ENGINEERS CORP. FOR THE DESIGN OF A TRANSMISSION PIPELINE FOR A RECLAIMED WATER SYSTEM FROM THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT TO THE VICINITY OF THE METRO ZOO; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME AND TO EXERCISE TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves award of a non-exclusive professional services agreement for Contract Number E07-WASD-08 (A) in the amount of \$2,750,000 to A & P Consulting Transportation Engineers Corp. for the design of a transmission pipeline for a reclaimed water system from the South District Wastewater Treatment Plant to the vicinity of Metro Zoo; in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same and to exercise termination provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of May, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.


Henry N. Gillman

Contract Award Recommendation
A & P Consulting Transportation Engineers Corp.
Design of Transmission Pipeline for Reclaimed Water System from the
South District Wastewater Treatment Plant to the vicinity of Metro Zoo
Project No. E07-WASD-08A

BUDGET PROJECT AND DESCRIPTION:

965630- Wastewater Treatment Plants Effluent Reuse

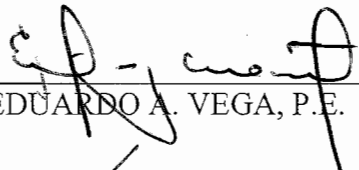
FUNDING SOURCE:

Wastewater Connection Charges
WASD Revenue Bonds Sold
Future Revenue Bonds

INDEX CODES:


EW623 and EW642

**ASSISTANT DIRECTOR,
ENGINEERING:**



EDUARDO A. VEGA, P.E. 4/11/2008
DATE

DEPT. BUDGET OFFICER




PEDRO VELAR 4/10/08
DATE

**ASSISTANT DIRECTOR,
FINANCE**



DIANE CAMACHO 4/11/08
DATE

**DEPUTY DIRECTOR,
OPERATIONS**



JOSEPH A. RUIZ, JR. 4/11/08
DATE

Memorandum



Date: January 2, 2008

To: Johnny Martinez, Jr., P.E., Director
Office of Capital Improvements

From: Penelope Townsley, Director
Department of Small Business Development

Subject: CBE Compliance Review
Project No. E07-WASD-08A
Design of Transmission Piping for Reclaimed Water System from the South District
Wastewater Treatment Plant to the Vicinity of Metro Zoo

Department of Small Business Development (SBD) 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 A & P Consulting Transportation Engineers Corporation (#2), Gannett Fleming, Inc. (#7), EAC Consulting, Inc. (#12), and SRS Engineering, Inc. (#13) for compliance review.

A & P Consulting Transportation Engineers Corporation (#2) submitted the required Schedule of Participation that listed CBE sub-consultants Nova Consulting, Inc. to perform Environmental Engineering-Stormwater Drainage Design Services and Environmental Engineering-Contamination Assessment & Monitoring at 10%, BCC Engineering, Inc. to perform W & S Sewer Systems-Water Distribution and Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, and General Civil Engineering at 20%, and Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 5%. The Letters of Intent submitted were in agreement with the Schedule of Participation. A & P Consulting Transportation Engineers Corporation is in compliance with the CBE Participation Provisions.

Gannett Fleming, Inc. (#7) submitted the required Schedule of Participation that listed CBE sub-consultants Geosol, Inc. to perform Geotechnical & Materials Engineering Services and Environmental Engineering-Contamination Assessment & Monitoring at 5%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying also at 5%, Civil Works, Inc. to perform W & S Sewer Systems-Water Distribution and Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, and General Civil Engineering at 15%, and HP Consultants, Inc. to perform Geotechnical & Materials Engineering Services, General Civil Engineering, and Engineering Construction Management at 10%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Gannett Fleming, Inc. is in compliance with the CBE Participation Provisions.

EAC Consulting, Inc. (#12) submitted the required Schedule of Participation that listed CBE sub-consultants Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution and Sanitary Sewage Collection and General Civil Engineering at 11%, Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 4.5%, HP Consultants, Inc. to perform Highway

Compliance Memorandum
Johnny Martinez, Jr., P.E.
January 2, 2008
Project No. E07-WASD-08A
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Systems-Traffic Engineering Studies at 2%, Milian Swain & Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring at 5.5%, and Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 14%. The Letters of Intent submitted were in agreement with the Schedule of Participation. EAC Consulting, Inc. is in compliance with the CBE Participation Provisions.

SRS Engineering, Inc. (#13) a certified CBE-A/E firm, submitted the required Schedule of Participation that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, General Civil Engineering, and Engineering Construction Management at 70%, satisfying the required CBE measures by utilizing its own forces. SRS Engineering, Inc. is in compliance with the CBE Participation Provisions.

Please note that SBD 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
Traei Adams-Parish, SBD
File



**Dept. of Business Development
Project Worksheet**

Project/Contract Title: DESIGN OF TRANSMISSION PIPING FOR RECLAIMED WATER SYSTEM FROM THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT TO THE VICINITY OF METRO ZOO (SIC 871) RC Date: 09/12/2007
1-03

Project/Contract No: E07-WASD-08A Funding Source: VARIOUS Item No:

Department: WATER & SEWER DEPARTMENT Resubmittal Date(s):

Estimated Cost of Project/Bid: \$2,500,000.00

Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING DESIGN AND POST DESIGN SERVICES DURING CONSTRUCTION AND PROJECT COORDINATION FOR A 36-INCH RECLAIMED WATER TRANSMISSION LINE FROM THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT TO THE VICINITY OF THE METRO ZOO. DESIGN SERVICES ARE TO INCLUDE, BUT ARE NOT LIMITED TO PERFORMING PRELIMINARY ROUTE ANALYSIS, SITE INVESTIGATIONS, SURVEYING, GEOTECHNICAL SERVICES, AND MAINTENANCE OF TRAFFIC PLANS. (JUST TO LIST A FEW).

Contract Measures Recommendation

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Goal	CBE	35.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-22, Section V.
Funding sources: Wastewater Plant Expansion and Wastewater Revenue Bonds
SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$250,000.00	10.00%	47
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$375,000.00	15.00%	70
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	\$250,000.00	10.00%	36
Total		\$875,000.00	35.00%	

Living Wages: YES NO

Responsible Wages: YES NO

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 9.12.07 Date _____
County Manager Date

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

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

WASTEWATER TREATMENT PLANTS EFFLUENT REUSE

PROJECT # 965630

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

LOCATION: Systemwide
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Wastewater Connection Charges	15,577	15,662	10,673	0	0	0	0	0	41,912
S. Fl. Water Mgmt. District Grant	5,000	0	0	0	0	0	0	0	5,000
WASD Revenue Bonds Sold	6,116	0	0	0	0	0	0	0	6,116
Future WASD Revenue Bonds	0	0	0	158,090	0	217,399	0	515,500	890,989

TOTAL REVENUE:	26,693	15,662	10,673	158,090	0	217,399	0	515,500	944,017
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	554	1,324	2,947	5,784	8,602	11,047	8,736	46,911	85,905
Construction	5,537	13,230	29,436	57,776	85,928	110,352	87,264	468,589	858,112

TOTAL EXPENDITURES:	6,091	14,554	32,383	63,560	94,530	121,399	96,000	515,500	944,017
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WASTEWATER TREATMENT PLANTS MISCELLANEOUS UPGRADES

PROJECT # 9652061

DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements

LOCATION: Wastewater Treatment Plants
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Wastewater Renewal Fund	1,055	0	0	0	0	0	0	0	1,055
Wastewater Connection Charges	462	0	0	0	0	0	0	0	462
WASD Revenue Bonds Sold	298	0	0	0	0	0	0	0	298
Future WASD Revenue Bonds	0	0	0	0	0	1,350	0	2,650	4,000

TOTAL REVENUE:	1,815	0	0	0	0	1,350	0	2,650	5,815
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	29	27	109	0	0	0	123	241	529
Construction	286	272	1,091	0	0	0	1,227	2,410	5,286

TOTAL EXPENDITURES:	315	299	1,200	0	0	0	1,350	2,651	5,815
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BUDGET PROJECT 965630

Project Title: 965630-WASTEWATER TREATMENT PLANTS EFFLUENT REUSE

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

Project(\$\$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	10/1/2003	9/30/2007	6,091	14,554	32,383	63,560	94,530	944,017
Revenue			26,693	15,662	10,673	158,090	0	944,017

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Planning/Design	N/A	N/A	554	1,324	2,947	5,784	8,602	85,905
Construction	N/A	N/A	5,537	13,230	29,436	57,776	85,928	858,112

Current Contracts for Project 965630

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	<u>E07-WASD-02</u> (A)	Design and Construction Manage	\$0.00	\$15,662,000.00	\$50,000,000.00
WS	<u>E07-WASD-02</u> (A)	Design and Construction Manage	\$0.00	\$10,673,000.00	\$50,000,000.00
WS	<u>E07-WASD-02</u> (A)	Design and Construction Manage	\$0.00	\$13,088,000.00	\$50,000,000.00
WS	<u>E07-WASD-02</u> (A)	Design and Construction Manage	\$0.00	\$15,577,000.00	\$50,000,000.00
WS	<u>E07-WASD-03</u>	Design and Construction Manage	\$0.00	\$2,530,000.00	\$2,300,000.00
WS	<u>E07-WASD-03</u>	Design and Construction Manage	\$0.00	\$2,530,000.00	\$2,300,000.00
WS	<u>E07-WASD-03</u>	Design and Construction Manage	\$0.00	\$2,530,000.00	\$2,300,000.00
WS	<u>E07-WASD-03</u>	Design and Construction Manage	\$2,530,000.00	\$0.00	\$2,300,000.00
WS	<u>E07-WASD-04</u> (A)	Design and Construction Manage	\$3,740,000.00	\$0.00	\$3,400,000.00
WS	<u>E07-WASD-04</u> (A)	Design and Construction Manage	\$0.00	\$3,740,000.00	\$3,400,000.00
WS	<u>E07-WASD-07</u> (A)	Design of a Distribution Pipel	\$0.00	\$1,650,000.00	\$1,500,000.00
WS	<u>E07-WASD-07</u> (A)	Design of a Distribution Pipel	\$1,650,000.00	\$0.00	\$1,500,000.00
WS	<u>E07-WASD-08</u> (A)	Design of Transmission Pipelin	\$2,750,000.00	\$0.00	\$2,500,000.00
WS	<u>E07-WASD-08</u> (A)	Design of Transmission Pipelin	\$0.00	\$2,750,000.00	\$2,500,000.00
WS	<u>E08-WASD-02</u>	Coastal Wetlands Rehydration D	\$8,800,000.00	\$0.00	\$0.00
			Total Allocated: \$19,470,000.00 \$70,730,000.00		

Current Sites for Project 965630

15

Site
73090

Location
3989 RICKENBACKER CSWY

Miami-Dade Water and Sewer Department
 2007 - 2013 CAPITAL BUDGET / MULTI - YEAR PLAN

WASTEWATER PROJECTS

1036. WASTEWATER TREATMENT PLANTS EFFLUENT REUSE
 Commission District(s) COUNTYWIDE

	Prior				Projections								Total	Bc Is:
	Budget/ Estimate Cost	Prior to 2006 - 2007	FY 2006 - 2007	Total Prior	FY 2007 - 2008	FY 2008 - 2009	FY 2009 - 2010	FY 2010 - 2011	FY 2011 - 2012	FY 2012 - 2013	Future			
.101702 S SDWWTP - REUSE PROJECT PHASE 1 (30 MGD)														
Commission District(s)	4,7,8													
Sub-Project Budget / Estimated	357,500,000													
REVENUES														
		0	0	0	0	113,291,500	0	217,398,500	0	0	0	0	330,690,000	Futt Rev
		0	12,010,000	12,010,000	6,130,000	8,670,000	0	0	0	0	0	0	26,810,000	Plan Fund
TOTAL		0	12,010,000	12,010,000	6,130,000	8,670,000	113,291,500	0	217,398,500	0	0	0	357,500,000	
EXPENDITURES														
		0	0	0	0	34,475,000	78,816,500	121,398,500	96,000,000	0	0	0	330,690,000	Futt Rev
		0	10,000	10,000	8,930,000	17,870,000	0	0	0	0	0	0	26,810,000	Plan Fund
TOTAL		0	10,000	10,000	8,930,000	17,870,000	34,475,000	78,816,500	121,398,500	96,000,000	0	0	357,500,000	
.101703 S SDWWTP - REUSE PROJECT PHASE 2 (28 MGD)														
Commission District(s)	4,7,8													
Sub-Project Budget / Estimated	298,000,000													
REVENUES														
		0	0	0	0	0	0	0	0	0	0	0	298,000,000	Futt Rev
TOTAL		0	0	0	0	0	0	0	0	0	0	0	298,000,000	
EXPENDITURES														
		0	0	0	0	0	0	0	0	0	0	0	298,000,000	Futt Rev
TOTAL		0	0	0	0	0	0	0	0	0	0	0	298,000,000	

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Miami-Dade Water and Sewer Department
 2007 - 2013 CAPITAL BUDGET / MULTI - YEAR PLAN
 WASTEWATER PROJECTS

1036. WASTEWATER TREATMENT PLANTS EFFLUENT REUSE
 Commission District(s) COUNTYWIDE

	Prior		Projections										Total	Budget Is:		
	Budget/ Estimate Cost	Prior to 2006 - 2007	FY 2006 - 2007	Total Prior	FY 2007 - 2008	FY 2008 - 2009	FY 2009 - 2010	FY 2010 - 2011	FY 2011 - 2012	FY 2012 - 2013	Future					
.101704 S SDWWTP - REUSE PROJECT PHASE 3 (21 MGD)																
Commission District(s) 8																
Sub-Project Budget / Estimated			217,500,000													
REVENUES			0	0	0	0	0	0	0	0	0	0	0	0	217,500,000	217,500,000
TOTAL			0	0	0	0	0	0	0	0	0	0	0	0	217,500,000	217,500,000
EXPENDITURES			0	0	0	0	0	0	0	0	0	0	0	0	217,500,000	217,500,000
TOTAL			0	0	0	0	0	0	0	0	0	0	0	0	217,500,000	217,500,000

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MIAMI DADE COUNTY
A&E Firm History Report
 From: 03/06/2003 To: 03/06/2008

PRIMES

FIRM NAME: A & P CONSULTING TRANSPORTATION ENGINEERS CORP.
 10305 NW 41 St, Suite 115
 Miami, FL 33178

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ. TO DATE	DATE REPORTED	SUBCONTRACTORS
E0P-PW-HWY-002	1	PW	NO MEASURE	08/12/2004	\$35,262	\$0	\$0		
					<u>\$35,262</u>				
E03-PW-02	1	PW	SET ASIDE CBE 100%	10/19/2004	\$393,290	\$213,367	\$0		<ul style="list-style-type: none"> • ROBAYNA AND ASSOCIATES, INC. - \$0.00 • SOUTHERN RESOURCE MAPPING OF MIAMI, INC. - \$17,340.00
					<u>\$393,290</u>				
E05-PW-07 PTP	1	PW	GOAL CBE 20%	05/09/2006	\$700,666	\$189,934	\$0		<ul style="list-style-type: none"> • C.H. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. - \$0.00 • MEDIA RELATIONS GROUP, LLC - \$0.00
					<u>\$700,666</u>				
E05-OCI-02 B	2	CQ	NO MEASURE	06/14/2006	\$825,000	\$679,588	\$0	11/29/2006	
					<u>\$825,000</u>				

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval



MIAMI DADE COUNTY
A&E Firm History Report
 From: 03/06/2003 To: 03/06/2008

PRIMES

FIRM NAME: A & P CONSULTING TRANSPORTATION ENGINEERS CORP.
 10305 NW 41 St, Suite 115
 Miami, FL 33178

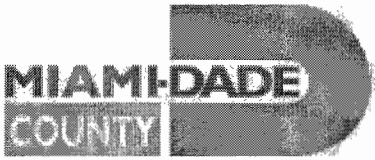
PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E05-WASD-12, GOB	1	WS	GOAL CBE 30%	10/26/2006	\$1,760,000	\$0 12/04/2007	\$0		<ul style="list-style-type: none"> * CAMP DRESSER & MCKEE INC - \$0.00 * CRAIG A. SMITH AND ASSOCIATES - \$0.00 * MEDIA RELATIONS GROUP, LLC - \$0.00 * NADIC ENGINEERING SERVICES INCORPORATED - \$0.00 * ROSENBERG DESIGN GROUP, INC. DBA ROSENBERG GARDNER - \$0.00 * SEQUEIRA & GAVARRETE, INC. - \$0.00 * WEIDENER SURVEYING & MAPPING, P.A. - \$82,943.34
Total Award Amount					\$3,714,218				
Total Change Orders Approved by BCC					\$0				

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Exit



MIAMI-DADE COUNTY, FLORIDA
Capital Improvements Information System
All Contracts for FEIN 650770583
A & P Consulting Transportation Engineers Corp.

Table with columns: DST, DPT, Type, Contract, Name, Location / Contractor, Estimated Completion Date, Total Award, Last Status Date, % Complete / Status. Includes rows for various contracts like 20030188, 20040330, E01-DERM-04, EP-3, etc.

* Contracts with Green Name are PSA Agreements
Yellow Status=inactive Contract

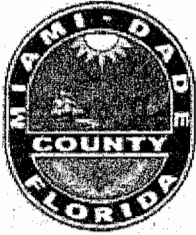
Contracts Status View

Exit

Projects

Goto Top

Exit



Capital Improvements Information System

Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
DE	<u>E01-DERM-04, EP-3</u>	PSA	<u>A & P Consulting Transportation Engineers Corp.</u>	1/26/2006	Susel Ferrer	Project conclusion or closeout	<u>3.6</u>
WS	<u>E05-WASD-12, GOB</u>	PSA	<u>A & P Consulting Transportation Engineers Corp.</u>	10/24/2007	Reynaldo J. Abreu	Project conclusion or closeout	<u>3.9</u>

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.8

Exit

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
A & P CONSULTING TRANSPORTATION ENGINEERS, CORP.

Agreement No. 08APCT002

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this 14 day of March 2008, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and A & P Consulting Transportation Engineers, Corp. a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional services described herein in connection with the Design of Transmission Pipeline for a Reclaimed Water System from the South District Wastewater Treatment Plant (SDWWTP) vicinity of Metro Zoo - hereinafter referred to as the "Project".

TABLE OF CONTENTS

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

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

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

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

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

2. PROFESSIONAL SERVICES: Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include providing engineering design, post design services during pipeline construction and project coordination services for a 36-inch reclaimed water transmission line from the South District Wastewater Treatment Plant (SDWWTP) located at 8950 S. W.

232nd St. to a recharge delivery system located in the vicinity of the Metro Zoo at 12400 S.W. 152nd St. Another consultant will prepare the conceptual design of the discharge system at the Metro Zoo for groundwater recharge.

The scope of service includes design services, performing preliminary route analysis, site investigations, surveying, geotechnical services, maintenance of traffic plans, hydraulic analysis, coordination with other utilities, agencies, municipalities and the public, preparation of design reports, drawings and contract specifications. Assistance during the permitting and procurement phases will also be included as well as post design services which are required to provide technical support during construction. Post design services during construction includes periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, review contract schedules, schedule of values, and as-built drawings. Project coordination services are to include, establishing a plan to implement projects and track project schedules, budgets and deadlines, prepare status reports and attend meetings as requested and any supportive tasks ancillary to the primary scope of services.

Task Order One (Exhibit B) – The ENGINEER is to prepare the Basis of Design Report for the construction of approximately 38,000 linear feet of a reclaimed water distribution pipeline from the SDWWTP Reclaimed Facilities to a recharge delivery system located in the vicinity of Metro Zoo. Final pipe sizing will be determined by the MDWASD treatment plant consultant, Camp Dresser & McKee, Inc. The task also includes the Permit Package to the South Florida Water Management Department for preapproval of route and responds to any Requests for Information the agency may have.

The total compensation for Task Order One is \$389,350.63 and the work should be completed 270 calendar days once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by the MDWASD Director or his designee. Additional task orders as authorized by the MDWASD Director will be forthcoming.

3. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:
 - A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
 - B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
 - C. Comply with the federal, state and local laws or ordinance applicable to the work.
 - D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
 - E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
 - F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.

- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
 - H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
 - I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of the Department. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.
 - J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.
 - K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.
 - L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. The Department may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.
 - M. All consultant staff wishing to gain access to work via the COUNTY network will require a network ID and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.
4. TASK AUTHORIZATION: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between the department and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Office of Capital Improvements (OCI) shall be notified by the department to intervene, in an effort to resolve any delays.
5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by

the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

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

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of subconsultants, 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 \$115.00 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 two million five hundred thousand dollars (\$2,500,000). No minimum amount of compensation is guaranteed to the ENGINEER.
- E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen

conditions necessitating additional design. Before any extra work is begun a task authorization from the Department Director shall be given to the Engineer. The Engineer shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

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

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

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

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

B. Lump Sum Fee

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.

- (2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Small 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: Carlos M. Gil-Mera, P.E. and Amelio Alfonso, 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 determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.
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. All drawings shall be AutoCAD format in a version acceptable to

the Department. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media.

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: Nova Consulting, Inc. (CBE); BCC Engineering, Inc. (CBE); Media Relations Group; Geosol, Inc. (CBE); ConsulTech Surveying, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee and after the Department of Small 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. When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

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

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

of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

16. WARRANTY: The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees.
17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Paragraph 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.
18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of 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 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. At the Director's discretion, the ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

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

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

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

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications: The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or,

The companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 435, 3071 S.W. 38th Avenue, Miami, Florida,

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

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

21. ORDINANCES: The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:
- A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:
- (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the ENGINEER's Current Federal Income Tax Return. 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 Small Business Development. 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: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. 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 contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The ENGINEER shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the ENGINEER, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the ENGINEER shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the ENGINEER's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-change documents, 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.

The ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of

this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the ENGINEER shall make available records relating to the work terminated until three (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 contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the ENGINEER, its officers, agents, employees, subcontractors and suppliers. 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 contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the ENGINEER or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

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

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid

submittals, activities of ENGINEER, its officers, agents and employees, lobbyists, county staff and elected officials.

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

27. DOMESTIC LEAVE: Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.
28. PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.
29. ETHICS COMMISSION: Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.
30. ASSIGNMENT OF AGREEMENT: This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.
31. ENTIRETY OF AGREEMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.
32. MODIFICATION: No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.
33. GOVERNING LAW: This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

34. SECURITY RESTRICTIONS: Access to the COUNTY's site are restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to the COUNTY's property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. Prior to commencing work, the ENGINEER shall meet with a Plant Superintendent to submit required information and discuss security relating to the project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the subconsultants comply with security ordinance and all restrictions.
35. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.
36. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

(This section of the page was intentionally left blank)

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

ATTEST:

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

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

By: _____
County Mayor

WITNESSETH:

A&P CONSULTING TRANSPORTATION
Firm Name (Place Corporate Seal)

Signature

By: Antonio Acosta
President

Eiset Fernandez
Printed Name

Antonio G. Acosta
Printed Name

Signature

Lucy Abelkan
Printed Name

Approved as to form
and legal sufficiency.

Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number
08APCT002

I, ANTONIO G. ACOSTA, as the duly authorized representative of
Affiant

A&P CONSULTING TRANSPORTATION ENGINEER being first duly sworn

state: ANTONIO G. ACOSTA
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade County is: ANTONIO G. ACOSTA / A&P CONSULTING TRANSPORTATION ENGINEER
10305 NW 41 ST. #115 MIAMI, FL 33178

Federal Employer Identification Number
65-070583

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 stock. 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:

ANTONIO G. ACOSTA 10305 NW 41 ST MIAMI FL 33178
CARLOS M. GIL MORA 10305 NW 41 ST MIAMI FL 33178
ETHEL M. SIERRA 10305 NW 41 ST MIAMI FL 33178

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?

N/A

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)

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

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

policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;

3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;
4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;
5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit. The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION Resolution No. 385-95

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

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

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

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

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

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

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

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

1. understand that a “public entity crime” as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that “Convicted” or “Conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime: or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

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

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

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

7. CRIMINAL RECORD ORDINANCE NO. 94-34

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

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

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

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

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

9. DOMESTIC VIOLENCE LEAVE

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

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

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

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

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

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

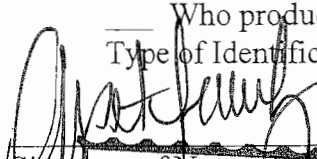
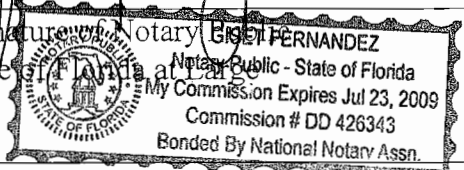
Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who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

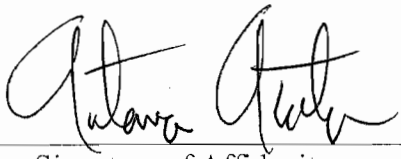
I have carefully read this entire eight page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this 14 day of March 2008, by _____ on behalf of _____

Who is personally know to me
 Who produced identification
Type of Identification: _____

Signature of Notary 
State of Florida at Large



Signature of Affidavit

Print, type or stamp name of notary public
Gisela Fernandez
Legal Name & Title

EXHIBIT B

**MIAMI-DADE
WATER AND SEWER DEPARTMENT**

**PROPOSAL FOR ENGINEERING
SERVICES**

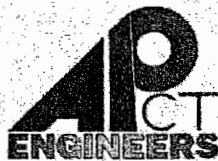
FOR

Reclaimed Water Distribution Main

Task 1: Basis of Design Report

E07-WASD-08A

SUBMITTED BY:



03/12/2008

**MIAMI-DADE WATER AND SEWER DEPARTMENT
PROPOSAL FOR ENGINEERING SERVICES**

Task 1: Basis of Design Report (BODR)
Reclaimed Water Distribution Main
E07-WASD-08A

03/12/2008



1 SCOPE OF WORK

The purpose of this scope of services is to provide consulting engineering services to the Miami-Dade Water and Sewer Department (MD-WASD) to prepare the Basis of Design Report (BODR) for the construction of approximately 38,000 linear feet of a reclaimed water distribution line from the South District Wastewater Treatment Plant (SDWWTP) Reclaimed Water Facilities to a recharge delivery system located in the vicinity of Metro Zoo. (Design Consultant is responsible for finalizing this route or recommends other alternative which might be more feasible, plus coordinate with MDWASD treatment plant consultant (CDM) to obtain conceptual design for Metro Zoo). This task also includes the Permit Package to the SFWMD for pre-approval of route and responds to any RFIs the agency may have. See detailed Scope of Work in Attachment A.

2 SCHEDULE

Proposed Schedule is indicated below:

Notice to Proceed	April 2008
Basis of Design Report	October 2008
SFWMD ROW Permit	December 2008

3 ESTIMATE OF MANHOURS

Estimated Man Hour Estimates are in Attachment B; a summary of design fees are indicated below:

Task	Consultant	Hours	Total Fee
BODR	APCTE, NOVA, BCC, MRG	2,655	\$389,350.63

4 REQUEST TO UTILIZE/ADD SUBCONSULTANT

See Attachment C

5 DELIVERABLES

Basis of Design Report (BODR)
SFWMD Right-of-Way Occupancy Permit.

6 EXCLUSIONS

NA

7 METHOD OF COMPENSATION

The services identified shall be compensated in the form of Lump Sum of \$389,350.63. Should additional work become necessary in excess of the amount authorized, justification shall be provided and a separate letter of authorization will be required. Compensation will be based on progress submittals.

8 OTHER

N/A

49

9 TASK MANAGERS ACCEPTANCE

PREPARED FOR A&P CONSULTING TRANSPORTATION ENGINEERS BY:

Arnello Alfonso Jr., P.E.
Name (typed or printed)

Project Manager
Title

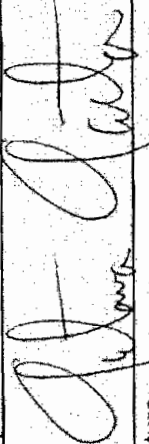

Signature

03/12/08
Date

REVIEWED FOR A&P CONSULTING TRANSPORTATION ENGINEERS BY:

Carlos M. Gil-Mera, P.E.
Name (typed or printed)

Principal
Title


Signature

3/12/08
Date

10 SUBMITTAL/APPROVAL

APPROVED FOR MIAMI-DADE WATER AND SEWER DEPARTMENT BY:

Name (typed or printed)

Title

Signature

Date

ATTACHMENT A

SCOPE OF WORK

MIAMI-DADE WATER AND SEWER DEPARTMENT DESIGN SCOPE OF WORK - (TASK 1) (E07-WASD-08A)

Section 1 – Introduction

The Miami-Dade Water and Sewer Department (MDWASD) is requesting a labor hour and fee estimate for the engineering services necessary for the design and post design services for a reclaimed water transmission pipeline from SDWWTP to a recharge facility located in the vicinity of Metro Zoo. The scope of work to be performed by the Design Consultant (A & P Consulting Transportation Engineering) as outlined below compasses two main tasks. At this time the labor and fee estimate is only being requested for Task 1. The fee for Tasks 2 and 3 and for any other additional tasks will be negotiated at the completion of Task 1.

Section 2 – Project Description

Project Area:

The MDWASD has proposed a reclaimed water distribution main project along the following roads:

From the South District Wastewater Treatment Plant (SDWWTP) Reclaimed Water Facilities to a recharge delivery system located in the vicinity of Metro Zoo. (DC is responsible for finalizing this route or recommends other alternative which might be more feasible, plus coordinate with MDWASD treatment plant consultant (CDM) to obtain conceptual design for Metro Zoo).

The project consists of approximately 38,000 linear feet of 36 - inch Ductile Iron from the SDWWTP to the vicinity of Metro Zoo. Final pipe sizing will be determined by the MDWASD treatment plant consultant.

Background:

The installation of this reclaimed water distribution pipe is part of the County's "Alternative Water Supply/20 Year Consumptive User Permit". This project is under the County's acceleration ordinance.

Section 3 – Procurement Method for Construction

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

Section 4 – Preliminary Project Schedule

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

Section 5 – Scope of Work and Deliverables

The following deliverables are needed to complete the design of the above mentioned water main replacements:

Task 1. BODR Design Submittal

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

- Attend Kick-off Meeting and Prepare Draft Meeting Minutes
- Analyses of Alternatives with Calculations and Related Costs
- Utility Survey
- Site Review Narrative (2-page general description of project)
- Identify Public Involvement Plan as per County's Ordinance (DC will attend one public meeting to provide technical assistance. The County will organize, arrange and coordinate the meeting, send the notification, and provide the facilities.)
- Field Observations and Conversations/Interviews (One site visit is included)
- Field Visit to Project Site Accompanied by MDWASD Water Distribution Division Representative (One site visit is included)
- Site Photographs
- Right-of-Way Designation / Easement Identification
- Determine the need for easements along the route
- Coordination with Recent and Future Projects to Avoid Conflicts and Repetitious Construction e.g. CICC, DERM, MDPW, MDWASD, FDOT, SFWMD, Parks Department, etc. (DC will send one request for information per agency and will follow up with the designated contact person. The information received before the 30% submission will be included. The information received after the submission will be included on the next submittal.)
- Identification of Municipal Jurisdictions and Special Requirements (provided by the County)
- Identification of Pavement Repair or Pavement Reconstruction Requirements and Proposed Pavement Resurfacing Limits
- Contact Public Works / Parks Dept. regarding any upcoming projects along SFWMD right-of-way for coordination.
- Identification of canal embankment reconstruction/repairs anticipated by SFWMD as a result of this project
- Permitting Requirements with Particular Attention to FDOT
- MOT Requirements with Particular Attention to FDOT
- Discuss with Miami-Dade Parks Dept. (Metro Zoo) about other possible locations in need of irrigation using reclaimed water

Task 1.1 Permit Package for (SFWMD)

The DC will prepare the Permit Package and obtain applicable signatures. The DC will submit the Permit Package to the SFWMD for pre-approval of route and respond to any RFIs the agency may have. The DC will be responsible for the Permit Fee which will be reimbursed to the DC. (See Task 2.7)

Task 2. Design Work

Task 2.1 Full Route Survey

The Full Route Survey shall meet the MDWASD survey standards and all applicable state standards for as-built submittals and include, but not be limited to a hard copy and an electronic copy containing at least the following information:

- Aboveground information (pavement, sidewalks, gutters, street lighting, power poles, driveway material, etc.)
- Existing Underground Utilities within the Right of Way and Easements (Inverts, Catch Basins, Manholes, Sizes, Phone, Gas, Cable TV, Electricity, etc.)
- Existing Ground Utilities within the Right of Way and Easements (Valves, Meter Boxes, Lids, Rim Elevations, Fire hydrants, Overhead Cables, etc.)
- Hard Copy and Electronic Copy (Four [4] certified copies)

Task 2.2 30% Design Submittal

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

- Clearly Identify Utility Conflicts and Document Information on Utility Survey Status Sheet with corresponding Back-up Information; To be Provided with DC's Monthly Invoice
- Geotechnical Report if Required and in Compliance with MDWASD Standards and Specifications (*Soil Borings will be provided with the quantity as listed in the negotiated fees*)
- Proposed Horizontal Alignment (Plan View)
- Location of Tie-Ins to Existing System (on Plan View)
- Location of Other Connections into the Proposed System (on Plan View)
- Verify if Located within Community Workforce Program Area or School Zones (*Information provided by the County*)
- Design Schedule Update
- Preliminary Construction Cost Estimate
- Attend Submittal Review Meeting and Prepare Meeting Minutes
- Submit Proposed Horizontal Alignment to *City of Miami Public Works* for Dry-Run Approval (if necessary)
- Survey
- Provide Eight (8) sets of hard copies 30% Plans, and one (1) electronic copy

Task 2.3 70% Design Submittal

The 70% submittal will include, but is not limited to, the following information:

- Include Comments from 30% Submittal
- Selected Design Alternative from Approved Public Works Dry-Run (*The Alternative has been provided by the County*)
- Show Profile Elevation of the Top of Pipe and Finish Grade every 100 feet
- Show Existing and Proposed Valve Types and Locations
- Identify Air Release Valves, Tapping Sleeve and Valves, Flushing Valves, etc.

- Horizontal and Vertical Alignments (Baseline and Stations to be done per MDWASD Standards at 100 foot intervals)
- Show Center Line of Survey, Utilities, Right of Ways, Property Lines and Easements on Drawings
- Traffic Control and/or MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements.
- Cover Sheet, Table of Contents, Standard Details, Project Location, Legend Symbols, Plan and Profiles, etc.
- Detail the Permitting Requirements. *(listed in a memo format)*
- Design Schedule Update, including schedule for permit applications and estimated time for approvals
- Detailed Construction Cost Update
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes
- Provide Eight (8) sets of hard copies 70% Plans, plus one (1) electronic copy

Task 2.4 90% Design Submittal

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

- Include Comments from 70% Submittal Review
- Revised and/or Final Alignment (Horizontal and Vertical Drawings)
- Final MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements and Traffic Control; Prepared by Appropriately Certified Staff
- Cover Sheet, Table of Contents, Standard Details, Symbols, Plan and Profiles, etc.
- Design Schedule Update
- Construction Schedule (Estimate to be provided for CICC)
- Completed Permit Applications for Review (Permit Dry Run Submittal)
- Attend (one) Submittal Review Meeting
- Engineer's Construction Cost Estimate, based on bid items in the standardized Proposal (the County to supply the format and previous bid prices)
- List of Materials and corresponding cost estimates
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes.
- Provide Eight (8) sets of hard copies 90% Plans, plus one (1) electronic copy

Task 2.5 Permit Package

The DC will prepare the Permit Packages and obtain applicable signatures once the 90% submittal (Permit Dry Run Submittal) has been reviewed and approved. The checks for the permit fees from the different agencies are provided as described below. The DC will submit the Permit Packages and checks to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include eight (8) copies and the following information:

- Revised 90% Drawings and Specifications Signed and Sealed by the DC
- Traffic Control or MOT should Appear in the Drawings
- Or Traffic control or MOT separate from set of drawings and in 11" X 17"
- Required Support Information to Support Permit Request

- Completed Permit Applications for Each Agency Signed and Sealed by the DC
- Tracking Sheet with Indication of Dates of Submittal of Each Application and Approval or Comments from the Corresponding Agency
- Incorporate Revisions Requested by the Permitting Agencies

Task 2.6 100% Design Submittal (Final)

The 100% Submittal will include the following items:

- Include Comments from 90% Submittal Review and Permitting Agencies-Final Drawings-eight (8) copies
- All permits approved by required agencies
- Final Construction Schedule (If revised, to be re-submitted to CICC)
- Final Construction Cost Estimate
- Bid Package containing:
 - Mylar paper 100% Construction Drawings
 - Approved 100% Construction Drawings (Four [4] copies)
 - Master Specifications Book (Original not bounded)
 - Master Specifications Book (four copies, bounded)
 - CD with 100% Construction Drawings
 - CD with Master Specifications Book.

Task 2.7 Permit Fees

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

Task 3 Limited Construction Support Services

The Limited Construction Support Services will include the following items:

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

Section 6 – Design Proposal Assumptions

The estimates for this Proposal shall include the following:

- Prepare and deliver "monthly status reports" to MDWASD as back up for the Monthly Invoice
- Prepare and deliver "Utility Survey Status Sheet" to MDWASD as back up for the Monthly Invoice

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

Section 7 – Proposed Design Schedule

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

Section 8 – Proposed Project Cost

The DC must submit a detailed breakdown in the proposal for the engineering fees by **TASK**. The DC must submit a detailed breakdown of Task 3 - Limited Construction Support Services. A separate proposal should be included for surveying with breakdown description of activities and the associated fee.

**ATTACHEMENT B
PROPOSAL FOR ENGINEERING SERVICES LABOR EXPENSES**



ESTIMATE OF WORK EFFORT

E07 - WASD-08A "Reclaimed Water Distribution Main"

CONSULTANT NAME: **A&P Consulting Transportation Engineers**

Sub-Consultants: **Nova, BCC, Geosol, Consultech, MRG**

Project Name:

Reclaimed Water Main

DATE: **3/12/2008**

ACTIVITY DESCRIPTION	SUB-ACTIVITY	STAFF HOURS		CADD* HOURS		REMARKS
		FROM	TO	FROM	TO	
Task 1 BODR Design Submittal	A Site Investigation	151				APCTE
	B Utility Investigation	546				APCTE
	C Public Involvement	76				By MRG
	D Permit Coordination	101				APCTE, NOVA
	E Analysis of Alternatives	647				APCTE, NOVA, BCC
	F BODR	328				APCTE, NOVA
Task 1.1 Permit for SFWMD	A SFWMD ROW Permit	806				APCTE, BCC
TOTAL		2,655				
STAFF DISTRIBUTION	(%)	REMARKS				
PRINCIPAL	2.5					
PROJECT MANAGER	22.5					
PROJECT ENGINEER	30					
ENGINEER III	25					
ENGINEER	10					
ENGINEER TECHNICIAN	7					
CLERK	3					
TOTAL	100					

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Reclaimed Water Main

E07- WASD-08A "Reclaimed Water Distribution Main"

Task 1.0: BODR Design Submittal

Sub Task 1-A: Site Investigation

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Field Visits	EA	10	8		80		2 persons per visit.
2. Description of Design Issues w/ Photos	L.S.	1	24		24		
3. Site Review Narrative	L.S.	1	40		40		
SUBACTIVITY SUBTOTAL					144		
4. Quality Assurance / Quality Control	5%				7		
SUBACTIVITY TOTAL					151		

3/12/2008

A&P Consulting Transportation Engineers Corporation

TASKLIST, AC1 1/1

Reclaimed Water Main

E07- WASD-08A "Reclaimed Water Distribution Main"

Task 1.0: BODR Design Submittal

Sub Task 1-C: Public Involvement

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Identify Stake Holders	LS	1	16		16		
2. Meetings with Public and Private Agencies	LS	1	24		24		Based on 8 meetings
3. Public Meetings	LS	1	12		12		Based on 2 public meeting
4. Public Involvement Documents and Exhibits	LS	1	20		20		
SUBACTIVITY SUBTOTAL					72		
17. Quality Assurance / Quality Control	5%				4		
SUBACTIVITY TOTAL					76		

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Reclaimed Water Main

E07- W ASD-08A "Reclaimed Water Distribution Main"

Task 1.0: BODR Design Submittal

Sub Task 1-D: Permit Coordination

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Permit Coordination Meetings	EA	6	4		24		SFWMD, DERM, MDTA, FDOT, MDPWD, MDPAR
2. Prepare Permit Matrix	LS	1	24		24		
3. Permit Requirement Document	EA	6	8		48		8 hours per agency
SUBACTIVITY SUBTOTAL					96		
4. Quality Assurance / Quality Control	5%				5		
SUBACTIVITY TOTAL					101		

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Reclaimed Water Main

E07-WASD-08A "Reclaimed Water Distribution Main"

Task 1.0: BODR Design Submittal

Sub Task 1-E: Analysis of Alternatives

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Preliminary Alignments	EA	4	20		80		Based on developing four alternative routes
2. Identify Social and Residential Impacts	EA	4	20		80		
3. Develop Preliminary MOT for complex crossings	EA	4	20		80		
4. Identify Environmental Impacts	EA	4	20		80		
5. Identify Constructivility Issues	EA	4	20		80		
6. Preliminary Evaluation of Difficult Crossings	EA	4	20		80		
7. Construction Costs per all alternatives	EA	4	20		80		
8. Develop Alternative Matrix Evaluation	LS	1	56		56		
SUBACTIVITY SUBTOTAL					616		
9. Quality Assurance / Quality Control	5%				31		
SUBACTIVITY TOTAL					647		

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Reclaimed Water Main

E07-WASD-08A "Reclaimed Water Distribution Main"

Task 1.0: BODR Design Submittal

Sub Task 1-F: Basis of Design Report (BODR)

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Narrative	LS	1	60		60		
2. Exhibits	LS	1	120		120		
3. Prepare First Draft Submittal	LS	1	24		24		
4. BODR Review Meetings / Presentation	LS	1	36		36		
5. Prepare Final Report	LS	1	40		40		
6. Meetings	EA	4	8		32		
SUBACTIVITY SUBTOTAL					312		
7. Quality Assurance / Quality Control	5%				16		
SUBACTIVITY TOTAL					328		

**ATTACHEMENT C
REQUEST TO UTILIZE/ADD SUBCONSULTANT**

MIAMI-DADE WATER AND SEWER DEPARTMENT
REQUEST TO UTILIZE/ADD SUBCONSULTANT

Name of Prime Consultant

A&P Consulting Transportation Engineers Corp.

WASD Agreement No.

E07-WASD-08A

This form should be completed: (1) for all requests to use an additional subcontractor on the indicated agreement or (2) for all task proposals.

Name of Subconsultant	New Subconsultant Yes/No	Professional Certification Expiration Date	CBE Certification No.	Date of Affirmative Action Plan Approval Letter	Type of Work to be Performed by Subconsultant	Dollar Amount (TASK 1)	% of Proposal (TASK 1)
Nova Consulting, Inc.	No	Active	1745		Stormwater Drainage & Contamination Assessments	\$17,511.71	4.5%
BCC Engineering, Inc	No	Active	4499		Water & Sanitary Sewer System / General Civil	\$20,809.28	5.3%
Geosol, Inc	No	Active	1040		Geotechnical Services	\$0.00	0.0%
Consul-Tech Surveying and Mapping, Inc.	No	Active	NA		Surveying	\$0.00	0.0%
Media Relation Group (MRG)	No	Active	5164		Public Involvement	\$6,494.72	1.7%
TOTAL						\$44,815.71	11.5%

Antonio G. Acosta
Carlos M. Gil-Mera

[Handwritten Signature]

Principal

Print Title

3/12/06

Date

Print Name

Signature