MEMORANDUM

MIAMI-DADE COUNTY

Date: March 10, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

GO
Agenda Item No.
4(F)

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation for Solid Waste Management Master Plan - Project No: E08-SWM-01; Contract No: E08-SWM-01 in the amount of $1,543,195.00 to HDR Engineering, Inc.

RECOMMENDATION:

This recommendation for award of Contract No. E08-SWM-01 between HDR Engineering, Inc. and Miami-Dade County in the amount of $1,543,195.00 has been prepared by the Department of Solid Waste Management (DSWM) and is recommended for approval.

DELEGATION OF AUTHORITY:

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

SCOPE:

PROJECT NAME: Solid Waste Management Master Plan

PROJECT NO: E08-SWM-01

CONTRACT NO: E08-SWM-01

PROJECT DESCRIPTION:

The Solid Waste Management Master Plan will provide a framework for the Miami-Dade County Department of Solid Waste Management's policies and decisions, operational efficiencies, funding mechanisms, waste stream concurrency, waste collection, disposal alternatives, waste stream analysis, waste diversion, and facility needs for the next fifty years. The project will engage citizens in the process through community outreach to solicit their feedback. The results of this plan will be utilized to effectively formulate long-term departmental waste collection and disposal strategies.

HDR Engineering, Inc. shall be tasked with the responsibility of providing the following: Project management and oversight; development and facilitation of public input; evaluation of current and future needs for the Department of Solid Waste Management; identification and definition of pertinent regulatory requirements, as well as key policy and issues; evaluation of current financial programs; identification of alternatives, options, and improvements that address needs; and flaw analysis of alternatives.

PROJECT LOCATION:	Various solid waste facilities throughout Miami-Dade County
PRIMARY COMMISSION DISTRICT:	Various Districts
APPROVAL PATH:	Board of County Commissioners
OCI A&E PROJECT NUMBER:	E08-SWM-01
USING DEPARTMENT:	Department of Solid Waste Management
MANAGING DEPARTMENT:	Department of Solid Waste Management

FISCAL IMPACT/FUNDING SOURCE:

OPERATIONS COST IMPACT/FUNDING:	Not applicable - this is a PSA for a Master Plan.
MAINTENANCE COST IMPACT/FUNDING:	Not applicable - this is a PSA for a Master Plan
LIFE EXPECTANCY OF ASSET:	Not applicable - this is a PSA for a Master Plan

FUNDING SOURCES:

SOURCE	AMOUNT
Waste Collection Operating Fund	$315,000.00
Waste Disposal Operating Fund	$1,228,195.00
Total Funding:	$1,543,195.00

PTP FUNDING:	No
GOB FUNDING:	No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	7.00	SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS
Prime	19.07	VALUE ANALYSIS AND LIFE-CYCLE COSTING - SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS

NTPC'S DOWNLOADED:	70
PROPOSALS RECEIVED:	6
CONTRACT PERIOD:	1095 Days.

CONTINGENCY PERIOD: 110 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $1,455,000.00

BASE CONTRACT AMOUNT: $1,543,195.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):

TYPE	PERCENT	AMOUNT	COMMENT
N/A	0%	$0.00	

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: $1,543,195.00

TRACK RECORD/MONITOR:

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: During the First-Tier meeting on July 31, 2008, all firms were ranked within a very close margin by the Competitive Selection Committee and they voted to hold a Second-Tier meeting. At the conclusion of the Second-Tier meeting, R.W. Beck, Inc. received the highest overall score evaluation without application of the local preference.

The County Manager exercised local preference according to Section 2-10.4 of the Code of Miami-Dade County and Florida Statutes 287.055 resulting in HDR Engineering, Inc. being the firm selected by the County Manager for negotiations. A review of the CIIS performance evaluation database shows completed one (1) evaluation for HDR Engineering, Inc. and the average rating was 3.3 points out of a possible total score of 4.0. The Negotiation Committee was approved on September 19, 2008. Negotiations were concluded on November 18, 2008, during a meeting with HDR Engineering, Inc. and they were recommended for award of the contract. The total project price increased by $88,195 during contract negotiations. The additional funds will be included in the FY 2009-2010 proposed budget.

SUBMITTAL DATE:	5/9/2008
ESTIMATED NOTICE TO PROCEED:	3/31/2009
PRIME CONSULTANT:	HDR Engineering, Inc.
COMPANY PRINCIPAL:	Charles T. Sinclair, PE
COMPANY QUALIFIERS:	Warren N. Smith
COMPANY EMAIL ADDRESS:	Chuck.Sinclair@hdrinc.com
COMPANY STREET ADDRESS:	15450 New Barn Road, Suite 304
COMPANY CITY-STATE-ZIP:	Miami Lakes, Florida 33014-2169
YEARS IN BUSINESS:	91
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report as provided by the Department of Small Business Development, the consultant has received fourteen (14) Equitable Distribution Program (EDP) contracts with a total value of $586,875.61.
SUBCONSULTANTS:	Planning and Economics Group, Inc.; Westhorp & Associates, Inc.; A.D.A. Engineering, Inc.; Media Relations Group, LLC; Holt Communications, Inc.; Kessler Consulting, Inc.; and Olmedillo X 5 Inc.;
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 4/30/2008 **SIGNOFF DATE:** 4/30/2008
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	0.00%	$0.00	No Measure
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE:	N/A		
CONTRACT MANAGER NAME/PHONE/EMAIL:	Ermine Brookes	(305) 514-6855	ebw@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Stacey McDuffie	(305)-514-6661	asrw@miamidade.gov

Background

BACKGROUND: The previous master plan was completed in 1996 utilizing information from the early 1990's. Miami-Dade County's population has increased tremendously since the creation of that plan. In addition, advanced new technologies, as well as alternative methods of waste disposal and collection, have been developed. The goal of the master plan is to indentify and develop long-term waste strategies that wil enhance and improve resource conservation, recycling, disposal and collection options, environmental protection, and public health for the next generation of Miami-Dade County residents.

BUDGET APPROVAL FUNDS AVAILABLE:	OSBM DIRECTOR	2-3-09 DATE
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	2/2/09 DATE
CAPITAL IMPROVEMENTS CONCURRENCE:	OCI DIRECTOR	2-6-09 DATE
	ASSISTANT COUNTY MANAGER	DATE

CLERK DATE _____

DATE

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MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 7, 2009

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

SUBJECT: Agenda Item No.

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 Mayor'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**

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Approved _____Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT NO. E08-SWM-01 IN THE AMOUNT OF $1,543,195.00 TO HDR ENGINEERING, INC. FOR THE SOLID WASTE MANAGEMENT MASTER PLAN

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 Contract No. E08-SWM-01 in the amount of $1,543,195.00 to HDR Engineering, Inc. for the Solid Waste Management Master Plan in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same and to exercise the 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2009. 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. HB

Hugo Benitez

Date: January 20, 2009

To: Johnny Martinez, Director
Office of Capital Improvement

From: Hugo Benitez
Assistant County Attorney

Subject: R. W. Beck, Inc. Evaluation
OCI Project No. E08-SWM-01

Your office has requested an evaluation of the issues raised by R.W. Beck, Inc. ("Beck") in connection with the referenced competitive selection process which is currently in progress. The two issues raised are: (1) whether the local preference ordinance enacted by the County extends to Broward County firms when soliciting engineering services, and (2) whether the selection committee properly applied local preference in making its recommendation to the County Manager. We address these issues in the discussion below.

BACKGROUND

On or about May 2008, the County issued a Notice to Professional Consultants (NTPC) to solicit professional engineering services for the development of a Solid Waste Management Master Plan. The engagement would be for a three year term at a cost not to exceed 1.4 million dollars. The solicitation was issued pursuant to Section 287.055, Florida Statutes and Section 2-8.1 and 2-10.4 of the Code. NTPC introductory language.

The NTPC states that among applicable local laws and ordinances is Ordinance 4-190, Local Preference. Section 1.10. The NTPC also contains a section entitled "Local Preference". Section 1.12. That Section provides that the evaluation and ranking of proposals is subject to a local preference "except where Federal and State law mandates to the contrary." The balance of the Section defines a local firm consistent with the requirements set forth in the Code, and restates portions of the County's local preference ordinance.

Six proposals were received, scored and ranked. Based on the total number of points, Beck was ranked first with 627 points and HDR Engineering Inc. second with 611. See bid tabulation. HDR is apparently a local business as defined in Section 2-8.5 of the Code. Beck is not. While Beck had an office in Broward since 2005 and apparently has an office in Coral Gables, it did not have an occupational license issued in Miami-Dade County for a period of one year prior to proposal submission.

On September 15, 2008, the Selection Committee recommended to the County Manager that it negotiate first with HDR as a result of application of the local preference. Upon complaint from Beck, you requested this legal opinion.

DISCUSSION

1. **There is no reciprocity between Miami-Dade and Broward counties for the application of the local preference in the procurement of engineering services.**

   Section 2-8.5(6) of the Code provides that the local preference may be extended by interlocal agreement with Broward County. To implement that Section, on August 1, 2002 Broward and the County entered into an interlocal agreement to extend the preference to each other. The agreement expressly provides that it "shall not apply to professional services procured pursuant to Section 287.055, Florida Statutes." Interlocal Agreement, Article 2. That agreement has been extended without substantial change through today's date. Because the agreement specifically excludes engineering solicitations from its scope, Beck cannot rely on its status as a Broward company for application of the local preference.

2. **The Code authorizes the Manager, not the Selection Committee, to apply the preference set forth in Section 2-10.4.**

   Under Section 2-10.4(5)(d) it is the County Manager, not the Selection Committee, who is charged with the task of applying considerations of local preference when procuring engineering services. When applying the local preference, the County Manager is charged with abiding by the following mandate which stems from Section 287.055 of the Florida Statutes: "This local preference and the distribution of work among firms shall not violate the principle of selection of the most qualified firm for each project."

   In this instance, the report of the Selection Committee suggests that it was the Selection Committee, not the Manager, who applied the preference. In accordance with the ordinance, the preference should have been applied by the Manager with a view to the cited cautionary language found in both statute and ordinance.

3. **The Manager, in applying the preference in the selection of architectural and engineering firms, may properly consider the definition of local preference set forth in Section 2-8.5 of the Code and the Notice to Professional Consultants**

   Beck argues that the definition of local firm contained in Section 2-8.5, requiring among other things that the firm have an occupational license issued by the County for one year prior to proposal submission, does not apply to the competitive solicitation under review, an engineering selection pursuant to Section 2-10.4. For the reasons set forth below, we disagree.

   (a) Section 2-8.5 regarding local preference, and Section 2-10.4, regarding the selection of professional consultants, should be read in parallel.

   Beck argues that Section 2-10.4 should be read to create a different definition of local firm, one that does not rely on the express definition contained in Section 2-8.5. The argument is wrong.

   Neither of these sections states that it should be read independently of the other. To the contrary, Section 2-8.5 containing the definition of local business, provides an express

link between these sections stating that "the application of local preference to [architectural and engineering services] shall be in accordance with the process outlined in Section 2-10.4 of the Code of Miami-Dade County". The language is intended to link the sections and have them considered together, not as suggested by Beck to prevent the definition of local business to be used in the selection of professional consultants. While the local preference should be **applied** in accordance with the process specifically provided in Section 2-10.4, nothing in this section requires that a local business should be **redefined** in the manner suggested by Beck to delete the one year occupational license requirement. Beyond that, Section 2-10.4 does not attempt to define local firm or local business in any manner contrary to the provisions of Section 2-8.5, which supports the view that these sections must be read in parity.

Legislative history also supports this interpretation. The same ordinance adopting the cited language of 2-8.5(c) amended Section 2-10.4 to provide for the manner of applying local preference. Ordinance 02-38. The Manager's memorandum accompanying the ordinance states that its intent is to apply "the County's local preference provisions" to the process of selecting architects and engineers. Significantly, where the local preference ordinance previously excluded the selection of architects and engineers, Ordinance 02-38 (the "Ordinance") deletes the exclusion. Beck's interpretation of 2-8.5 that would divorce the definition of local preference from its application to architectural and engineering firms is inconsistent with the Ordinance's deletion of the language that would clearly and unequivocally accomplish that purpose.

Finally, the interpretation is supported by administrative practice throughout the years. This NTPC, applying the local preference defined in Section 2-8.5 to architectural and engineering selections, follows a standard County practice in effect since adoption of the Ordinance. Administrative Order 3-39, governing the process for acquisition of professional services, states in unequivocal terms that local preference in the selection of architectural and engineering firms "shall be considered where applicable and in compliance with Section 2-8.5 of the Code". The law is clear that an administrative agency's interpretation of its own governing processes is presumptively correct and entitled to great deference. *Miami-Dade County v. Church & Tower, Inc.*, 715 So.2d 1084, 1088 (Fla. 3d DCA 1998).

(b) Even if it were not required by Code, the definition of local business set forth in the NTPC could properly be enforced as a matter of specification.

Even if Beck were correct in its proposition that Section 2-10.4 stands alone, and that the local preference definition in Section 2-8.5 does not as a matter of law extend to architectural and engineering firms, in this instance, the same result would ensue as a result of the application of the specification issued.

Section 1.12 of the NTPC contains an express intent to provide a preference to local businesses and defines local businesses for purpose of the specification. Because neither the Florida Statutes nor Section 2-10.4 prevent the application of the stated criteria, the criteria set forth in the section is not unlawful or contrary to public policy and ultimately should be enforced. *Marriott Corp. v. Dade County*, 383 So.2d 662 (Fla. 3d DCA 1980) (County is bound by rules set forth in its specification).

CONCLUSION

For the reasons set forth above we conclude that it should be the Manager, not the Selection Committee, who must decide whether to apply the local preference to this procurement, abiding by the statutory mandate that "local preference" and the "distribution of work among firms" not violate "the principle of selection of the most qualified firm". If he decides, in his discretion, that the application of the local preference does not violate that principle, he should apply the preference in the manner set forth in Section 2-8.5, 2-10.4 and the Notice to Professional Consultants.

Please call me if you have any questions.

Hugo Benitez

HB/es

Memorandum

MIAMI-DADE COUNTY

Date: February 20, 2009

To: George M. Burgess
County Manager

Thru: Susanne M. Torriente
Chief Assistant County Manager

From: Amelia M. Cordova-Jimenez
A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: UPDATED NEGOTIATION AUTHORIZATION
Solid Waste Management Department (SWM)
SWM Master Plan - OCI Project No. E08-SWM-01

In May 2008, the County issued a Notice to Professional Consultants (NTPC) to solicit engineering services for the development of the Solid Waste Management Master Plan. Six proposals were received, scored and ranked. Since the firms ranked very closely in points at the first tier scoring, the selection committee determined that a second tier evaluation was necessary.

The first tier ranking shows that URS Corporation was ranked first, R.W. Beck second, HDR Engineering third and CH2M Hill fourth before local preference application. Both the third and fourth ranked firms, HDR Engineering and CH2M Hill were within five percent (5%) of the second ranked firm, R.W. Beck. Section 2-10.4 and 2-8.5 of the Miami-Dade County Code states that only the County Manager is authorized to apply considerations of local preference if two firms are within 5% of each other's ranking. If local preference is applied the final ranking is as stated below, leaving the non-local firm, R.W. Beck, ranked as fourth. For your consideration, the local preference ranking is depicted below. However, since a second tier evaluation was required, the first tier ranking has no bearing on the final selection committee recommendation.

FIRST-TIER RANKING OF RESPONDENTS
ONE (1) AGREEMENT WITH NO CBE GOALS

Prime Firm Name	Total Points	Ranking Before Local Preference	Local Preference Rank	Final Rank
URS Corporation Southern	582	1	1	1
R. W. Beck, Inc.	544	2	4	4
HDR Engineering, Inc.	539	3	2	2
CH2M Hill, Inc.	537	4	3	3
Stearns, Conrad and Schmidt, Consulting Engineers, Inc.	478	5	5	5
Shaw Environmental, Inc.	457	6	6	6

Based on the total number of points after the second-tier scoring, R.W. Beck, Inc. ranked first with 627 points and HDR Engineering, Inc., ranked second with 611 points. The scores were within 2.61% in points of each other. The point spread again is within 5%. Therefore, the scores below indicate the final ranking with and without the application of local preference. The Competitive Selection Committee has completed the evaluation of proposals submitted in response to OCI Project No. E08-SWM-01 following the guidelines published in the Notice to Professional Consultants and is recommending that local preference be applied in this solicitation and that authority be granted to negotiate with HDR Engineering, Inc.

SECOND-TIER FINAL RANKING OF RESPONDENTS
ONE (1) AGREEMENT WITH NO CBE GOALS

Prime Firm Name	Total Points	Ranking Before Local Preference	Local Preference Rank	Final Rank
R.W. Beck, Inc.	627	1	2	2
HDR Engineering, Inc.	611	2	1	1
CH2M Hill, Inc.	584	3	3	3
URS Corporation Southern	553	4	4	4
Stearns, Conrad and Schmidt, Consulting Engineers, Inc.	508	5	6	6
Shaw Environmental, Inc.	505	6	5	5

OCI Project No.: E08-SWM-01

Project Title: Solid Waste Management Master Plan

Scope of Services: The scope of services consists of engineering services, which will include the development of a Solid Waste Master Plan that will provide a framework for policy decisions, operational efficiencies, funding mechanism, waste stream concurrency, waste collection and disposal alternative methods, waste stream analysis, waste diversion, and facility needs for the next thirty (30) to fifty (50) years and any supportive tasks ancillary to the primary scope of services. The results of this effort will be used to support planning for Solid Waste Management programs, for long range planning and for focused studies as needed.

EXPERIENCE AND QUALIFICATIONS:

The prime must demonstrate experience in the below listed areas:

1. Develop a minimum of two (2) Solid Waste Master Plans for Counties or Municipalities with a minimum of 200,000 households within the last five (5) years from the submittal date of this solicitation.

2. Experience in the field of Solid Waste Collections, Disposal and Waste Reduction within the last five (5) to seven (7) years from the submittal date of this solicitation.

3. Experience with large metropolitan solid waste management systems serving over 200,000 households, to assist in the developing of a comprehensive solid waste

management master plan and approach within the last five (5) years from the submittal date of this solicitation.

4. Demonstrate technical expertise and experience in the development of two (2) or more solid waste management master plans, within the last five (5) years from the submittal date of this solicitation.

5. Experience in consensus building and the participatory decision-making process with stakeholders and the community, within the last five (5) years from the submittal date of this solicitation.

The above expertise must be met by a qualified individual(s) of the prime consultant's firm. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the project manager level or above in these projects. The determination of the individual's qualifications and compliance with the above experience and qualifications shall be at the sole discretion of the County.

Term of contract: One consultant will be retained under a non–exclusive professional services agreement (PSA) in the amount of $1,455,000 with an effective term of three (3) years.

Review Committee: The Review Committee recommended, at its April 30, 2008 meeting, that Community Business Enterprise (CBE) goals not be applied.

Date of County Manager's approval to advertise/initiate: May 9, 2008

Number of proposals received: Six (6)

Name of Proposers: Please refer to the attached List of Respondents (LOR).

First-Tier Ranking: Per attached First-Tier Final Ranking Report
1. URS Corporation Southern (with Local Preference)

Second-Tier Final Ranking: Per attached Second-Tier Final Tabulation Sheet
1. HDR Engineering, Inc. (with Local Preference)

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed below:

1. Christopher Rose, SWM
2. Stacey McDuffie, SWM
3. Jorge Fernández, OSBM

Request for authorization to enter negotiations:

Pursuant to the above captioned code, it is hereby requested that the County Manager apply Local preference and approve the selection of the following consulting firms in the following order of preference, for negotiations:

1. HDR Engineering, Inc. – 611 points

The following teams of firms are the alternates:

1. R.W. Beck, Inc. – 627 points
2. CH2M Hill, Inc. – 584 points

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners (Board) as an attachment to the County Manager's memorandum to the Board:

1. A general description of the project(s).
2. The total cost of the project and source of funding.
3. A brief description of the selection process.
4. All consultant fees and how compensation amounts were computed.
5. Estimated project timetables, including the project completion date.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Authorization to negotiate is:

Approved Date Not Approved Date

Attachments:
1. List of Respondents
2. First-Tier Final Ranking Report
3. Second-Tier Final Tabulation Sheet

c: Kay Sullivan, Director, Clerk of the Board
Kathleen Woods-Richardson, Director, Solid Waste Management
Johnny Martinez, P. E., Director, Office of Capital Improvements
Luisa Millan, Chief, Professional Services, OCI
Competitive Selection Committee

Dept. of Business Development
Project Worksheet

DEPARTMENT OF BUSINESS DEVELOPMENT

Project/Contract Title:	SOLID WASTE MANAGEMENT MASTERPLAN (SIC 871)	**RC Date:**	04/30/2008
Project/Contract No:	E08-SWM-01	**Funding Source:**	**Item No:** 1-02
Department:	SOLID WASTE MANAGEMENT	VARIOUS	
Estimated Cost of Project/Bid:	$1,500,000.00		**Resubmittal Date(s):**
Description of Project/Bid:	TO ESTABLISH AN AGREEMENT WHICH WILL FUND AN ENVIRONMENTAL, ENGINEERING AND PLANNING FIRM TO ASSIST IN DEVELOPING A COMPREHENSIVE SOLID WASTE MANAGEMENT MASTER PLAN WITH AN APPROACH THAT WILL MEET THE WASTE REDUCTION, COLLECTION, RECYCLING, TRANSFER AND DISPOSAL NEEDS FOR MIAMI-DADE COUNTY FOR THE NEXT THIRTY TO FIFTY YEARS.		

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	0.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

-Funding source: Waste Collection and Waste Disposal Operating Funds.
-SWM recommended a 16% CBE goal; however, there are only two (2) CBEs certified in the category (19.07) identified for said measures, as a result SBD is recommending a "No Measure".
-This project carries two technical categories, (i.e. 7.00 @ 80% and 19.07 @ 20%); 7.00 has been identified for the prime only, thus no subconsulting opportunities and further supporting the "No Measure" recommendation by SBD.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
		Total		

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** _____ **Bid Preference** _____

No Measure ✓ **Deferred** _____ **Selection Factor** _____

Eduardo Aldonzaz 4-30-08 _____ _____

Chairperson, Review Committee | Date | County Manager | Date

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DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 02/02/2004 **To:** 02/02/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME	AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-PR-C-60080203003	1	PR	NO MEASURE	04/12/2004	$0.00	$0.00		$0.00		
BLACKPOINT MARINA TRAILERS PARKING LOT TRAFFIC STUDY										
					$0.00					
EDP-PW-20030264	1	PW	NO MEASURE	08/03/2004	$35,460.00	$0.00		$0.00		
CARIBBEAN BOULEVARD TRAFFIC STUDY										
					$35,460.00					
* EDP-MP-214F03	1	MP	NO MEASURE	12/07/2004	$30,000.00	$0.00		$0.00		
TRAFFIC STUDY										
					$30,000.00					
EDP-PW-20040596	1	PW	NO MEASURE	12/29/2004	$47,034.11	$0.00		$0.00		
FLASHING SCHOOL SIGNAL DESIGN GROUP 1										
					$47,034.11					
EDP-PR-220901-04-007	1	PR	NO MEASURE	03/30/2005	$30,000.00	$0.00		$0.00		
PARKING LOT RENOVATION										
					$30,000.00					

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 02/02/2004 **To:** 02/02/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-PW-CMPA 1	1	PW	NO MEASURE	06/02/2005	$48,425.00	$0.00	$0.00		* FLORIDA TRANSPORTATION ENGINEERING, INC. (FTE) - $0.00
CORRIDOR MASTER PLAN ANALYSIS SW 211 ST									
					$48,425.00				
EDP-SW-07S011	1	SW	NO MEASURE	06/05/2007	$37,200.00	$31,540.95	$0.00		
GREEN POWER LANDFILL GAS STUDY FOR FPL									
					$37,200.00				
EDP-WS-S-103	1	WS	NO MEASURE	09/06/2007	$98,256.50	$0.00	$0.00		
WATER USE AUDITS									
					$98,256.50				
EDP-WS-S-103-2	1	WS	NO MEASURE	02/15/2008	$50,000.00	$0.00	$0.00		
WATER USE AUDITS									
					$50,000.00				
EDP-AV-0021A	1	AV	NO MEASURE	02/21/2008	$18,500.00	$0.00	$0.00		
TMB - TRAFFIC ENGINEERING STUDIES									
					$18,500.00				
EDP-SW-08F015	1	SW	NO MEASURE	07/02/2008	$40,000.00	$0.00	$0.00		
58TH STREET NEW ACCESS ROAD									
					$40,000.00				

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 02/02/2004 To: 02/02/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME	AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-AV-0021A-2	1	AV	NO MEASURE	07/16/2008	$3,500.00	$0.00		$0.00		
TMB - TRAFFIC ENGINEERING STUDIES										
					$3,500.00					
EDP-SW-08S024	1	SW	NO MEASURE	11/10/2008	$48,500.00	$0.00		$0.00		
RENEWAL OF SOUTH DADE LANDFILL TITLE V PERMIT										
					$48,500.00					
EDP-WS-S-128	1	WS	NO MEASURE	01/07/2009	$100,000.00	$0.00		$0.00		
WATER USE EVALUATIONS										
					$100,000.00					

Total Award Amount	**$586,875.61**
Total Change Orders Approved by BCC	**$0.00**
	$586,875.61
Total Change Orders Approved After Requested Date Range	**$0.00**
Total Change Orders Pending	**$0.00**
	$586,875.61

20

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Find Contracts With Search String ==> | Projects | Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Monday, February 02, 2009

All Contracts for FEIN 470680568
HDR ENGINEERING, INC.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status
30	SW	PSA	E08-SWM-01	Solid Waste Management Master Plan	HDR ENGINEERING, INC.	N/A	$1,543,195		0% / N/A
30	WS	PSA	E08-WASD-03	Engineering Design Services for Upgrades to the	HDR ENGINEERING, INC.	N/A	$4,000,000		0% / N/A
0	AV	EDP	EDP-AV-0021A	TMB - TRAFFIC ENGINEERING STUDIES	HDR ENGINEERING, INC.	2/21/2008	$50,000		0% / On Schedule
0	AV	EDP	EDP-AV-0021A-2	TMB - TRAFFIC ENGINEERING STUDIES	HDR ENGINEERING, INC.	7/7/2008	$3,500		0% / On Schedule
0	MP	EDP	EDP-MP-214F03	TRAFFIC STUDY	HDR ENGINEERING, INC.	12/7/2004	$20,000		100% / Complete
0	PR	EDP	EDP-PR-220901-04-007	PARKING LOT RENOVATION	HDR ENGINEERING, INC.	3/30/2005	$30,000		0% / On Schedule
0	PR	EDP	EDP-PR-99999903003	GENERAL PLAN:BISCAYNE PARK,ROCK PIT 68,& SPANISH	HDR ENGINEERING, INC.	6/9/2003	$45,000		100% / Complete
0	PW	EDP	EDP-PW-20030264	CARIBBEAN BOULEVARD TRAFFIC STUDY	HDR ENGINEERING, INC.	8/3/2004	$48,000		0% / On Schedule
0	PW	EDP	EDP-PW-20040596	FLASHING SCHOOL SIGNAL DESIGN GROUP 1	HDR ENGINEERING, INC.	12/29/2004	$50,000		0% / On Schedule
0	PW	EDP	EDP-PW-CMPA 1	CORRIDOR MASTER PLAN ANALYSIS SW 211 ST	HDR ENGINEERING, INC.	6/2/2005	$50,000		0% / On Schedule
0	SW	EDP	EDP-SW-07S011	GREEN POWER LANDFILL GAS STUDY FOR FPL	HDR ENGINEERING, INC.	6/5/2007	$15,000		0% / On Schedule
0	SW	EDP	EDP-SW-08F015	58TH STREET NEW ACCESS ROAD	HDR ENGINEERING, INC.	7/2/2008	$40,000		0% / On Schedule
0	WS	EDP	EDP-WS-S-103	WATER USE AUDITS	HDR ENGINEERING, INC.	9/6/2007	$90,000		0% / On Schedule
0	WS	EDP	EDP-WS-S-103-2	WATER USE AUDITS	HDR ENGINEERING, INC.	2/15/2008	$50,000	9/12/2008	0% / On Schedule
					Totals:	14	$6,034,695		

Contracts with Green Name are PSA Agreements
Yellow Status=Inactive Contract

Contracts Status View | Exit | Projects | Goto Top

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Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PR	EDP-PR-220901-04-007	EDP	HDR ENGINEERING, INC.	2/22/2008	Karen Cheney	Completion of construction	3.3

Evaluation Count: 1 Contractors: 1 Average Evaluation: 3.3

Exit

Detail by Entity Name

Foreign Profit Corporation

HDR ENGINEERING, INC.

Filing Information

Document Number	P06487
FEI Number	470680568
Date Filed	06/20/1985
State	NE
Status	ACTIVE
Last Event	MERGER
Event Date Filed	07/30/1999
Event Effective Date	NONE

Principal Address

5426 BAY CENTER DRIVE
SUITE 400
TAMPA FL 33609-3444 US

Changed 05/22/2008

Mailing Address

8404 INDIAN HILLS DRIVE
OMAHA NE 68114-4049 US

Changed 04/14/1993

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION FL 33324 US

Name Changed: 06/02/1992

Address Changed: 06/02/1992

Officer/Director Detail

Name & Address

Title DCEO

BELL, RICHARD R
9960 BLOOMFIELD DRIVE
OMAHA NE 68114

Title DEVP

HANEY, JAMES K
1220 RUSTIC LANE

23

AUSTIN TX 78669

Title DEVP

BLEEKER, GARY L
1609 S. 193RD STREET
OMAHA NE 68130

Title S

PACHMAN,LOUIS J.
5008 CHICAGO STREET
OMAHA NE

Title T

LACEY, WENDY L
6804 N. 106TH CIRCLE
OMAHA NE 68122

Title DCOO

LITTLE, GEORGE A
2802 N. 160TH STREET
OMAHA NE 68116

Annual Reports

Report Year	Filed Date
2007	04/23/2007
2007	07/20/2007
2008	05/22/2008

Document Images

05/22/2008 -- ANNUAL REPORT	View image in PDF format
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11/01/2001 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format
04/20/2000 -- ANNUAL REPORT	View image in PDF format
07/30/1999 -- Merger	View image in PDF format
04/26/1999 -- ANNUAL REPORT	View image in PDF format
05/05/1998 -- ANNUAL REPORT	View image in PDF format
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04/16/1996 -- ANNUAL REPORT	View image in PDF format
04/27/1995 -- ANNUAL REPORT	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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DEPARTMENT OF SOLID WASTE MANAGEMENT MASTER PLAN AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
HDR ENGINEERING, INC.

Agreement No. E08-SWM-01

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2008, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and _____ a 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 engineering services described herein in connection with the Department of Solid Waste Management (DSWM) Master Plan - hereinafter referred to as the "Project".

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10.	Right of Decisions
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13.	Audit Rights
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1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED The COUNTY agrees that its Miami-Dade Department of Solid Waste Management, 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 only for exercising reasonable care in 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 Department of Solid Waste Management, hereinafter referred to as the "Director", or her/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. DSWM MASTER PLAN Professional services are to develop a Solid Waste Master Plan for Miami-Dade County's Department of Solid Waste Management that will provide a framework for policy decisions, operational efficiencies, funding mechanisms, waste stream

concurrency, waste collection and disposal alternative methods, waste stream analysis, waste diversion and facility needs for the next thirty to fifty years. The results of this effort will be used to support planning for Solid Waste Management programs, for long range planning and for focused studies as needed.

The goal of this comprehensive solid waste management master plan is to identify and develop activities, programs, facilities, and technologies that will provide sustainability, resource conservation, source reduction, recycling, diversion, disposal, and collection options and ensure public health and environmental protection for the next generation of county residents. The Consultant will be responsible for providing administrative, technical and management assistance in the development, and possibly in the implementation of a comprehensive and integrated solid waste management master plan. While this scope of services document is intended to be thorough, it should not be limiting to the consultant. The county is open to consider all strategies proposed which would lead the county to meet its goals for efficiency, outstanding customer service, responsible environmental and resource stewardship, and sustainability.

Preparatory Phase

The purpose is to refine or improve tasks listed in both Phases I and II. The Department of Solid Waste Management staff and selected consultant will meet to develop a work plan and sequence of activities based on this scope to include a review and validation of the current Miami-Dade waste composition data/study and determine if a new or additional or supplemental waste composition studies are needed. In addition, the work plan will include methods to acquire public input as well as a process to educate the public.

A. Phase I – Defining Long-Term Solid Waste Management Needs and Priorities, Where are we now and where are we going?

Goal: Inventory, evaluate, and assess the existing solid waste management system including, but not limited to facilities, operations, contracts/agreements, financial state, regulatory environment, etc.; define long-range goals for the future solid waste management system in general/generic terms of technologies, cost, customer convenience, environmental impacts, county-municipal relations, risk, etc.; Such goals and priorities are to be developed through an open and public consensus building process involving the community, county government, municipalities, haulers, regulators and various stakeholders. Identify and prioritize system needs in general terms as defined by the gap between the existing system and the long-term goals. Develop corresponding criteria for evaluation of waste management alternatives; prepare an associated presentation of the future system goals, needs, and evaluation criteria and recommendation for the structure of a Solid Waste Advisory Committee (SWAC) appropriate for providing input into the development of a county comprehensive solid waste management master plan.

At the end of Phase I, develop work products of Phase I to be presented in a workshop type format or some similar type venue. The purpose of the workshop will be to present an overview of current solid waste management practices in the County and to review the future goals and

directions.

Task Order One (Exhibit "B") – The ENGINEER will perform a Solid Waste Management Master Plan document that will consist of an Extended Scope of Services for Phase I of the following tasks:

Project Management and Oversight
Develop and Facilitate a Public Input Advisory Process
Evaluate Current and Future Solid Waste Management Needs
Identify and Define Pertinent Regulatory Requirements and Key Policy and Issues
Evaluate Current Financial Programs
Identify Alternatives, Options and Improvement to Address Needs
Fatal Flaw Analysis of Alternatives

The total compensation for Phase I is $748,295.00 and the work should be completed in 13 months once the Notice to Proceed has been issued. Any modification(s) to the scope within Task Order One or any subsequent tasks shall be at the discretion of the county Mayor or County Mayor's designee contingent on that no change is made to negotiation timeframes and/or fees. Additional task orders as authorized by the MDDSWM Director will be forthcoming.

<u>Phase I envisioned by the County has the following distinct but interdependent task (In an order to be determined):</u>

Project Management and Oversight

Develop and Facilitate a Public Input Advisory Process

Evaluate Current and Future Solid Waste Management Goals and Needs

Waste Composition Study

Identify and Evaluate Existing and Future Similar Solid Waste Management Plans

Solid Waste Generation Projections

Disaster Recovery Solid Waste Management

Solid Waste Generation Projections

Identify and Define Pertinent Regulatory Requirements and Key Policy and Issues

Evaluate Current Financial Program

Identify Alternatives, Options, and Improvement to address needs

Fatal Flaw Analysis of Alternatives

A.1 Project Management and Oversight

1 Prepare weekly status report compiled using an intranet-based accounting program allowing for the internal management of ongoing progress on the project on a weekly basis.
2 Prepare a monthly progress report detailing the work progress and budget progress. The monthly progress report will also provide other detailed information, including agreement or scope related issues, and planned or projected work activities.
3 Prepare a schedule for the project. The schedule will be updated on a monthly basis and submitted with the monthly progress report
4 Prepare a monthly invoice which will be submitted with the monthly progress report.
5 Schedule monthly progress meetings with County staff to review the monthly progress Reports and invoices. (Includes 13 meetings with 2 HDR Team Members)
6 Schedule regular verbal communications with County staff (estimated twice a month) to Provide bi-weekly activity reports
7 Prepare Project Guide describing HDR's scope of work, schedule and budget.

A.2 Develop and Facilitate a Public Input Advisory Process

1 Develop, organize, facilitate, and document a participatory decision-making consensus-building process involving the community, including the general public and various stakeholders. This is a critically important task. This shall include defining the participants, the number of necessary meetings, the locations, schedules, and agendas; and
2 Coordinate all efforts with the department to manage the consensus building and public relations efforts to ensure thorough input from all stakeholders. This task includes the design, production, and distribution of educational materials and announcements of public input meetings. This task requires a strong and very competent media campaign designed to reach into all aspects of the Miami-Dade community.

A.3 Evaluate Current and Future Solid Waste Management Goals and Needs

1 Evaluate the County's existing solid waste management programs, including the collection, transportation, disposal and waste-to-energy (WTE) systems, and the diversion and recycling programs. Research, collect, review SWM plan goals and objectives from other jurisdictions.
2 Identify and evaluate existing and future solid waste management plans of similar scope/size, and industries, including haulers, recyclers and landfill operators in the state and region. Research, collect, review relevant goals and objectives from appropriate County Plans (Strategic Plan, CDMP, Parks Plan, etc.). Propose, develop and conduct a public input process via various means (Examples; Website, American Assembly type meetings, community meetings, etc.)
3 Evaluate current information technology (IT) use in the county and list options to transition the current system into an integrated system with superior efficiency and reliability;

4 Perform solid waste generation projections for the next 25 years for the county and the region using population data and other reliable data, and compare the results with current solid waste generation capacities to determine future needs;

5 Develop adequate contingency plans for solid waste activities to be implemented in the event of disasters including natural disasters (hurricanes, tornados, flooding, etc) military or terrorist attacks, and public health disasters;

6 Develop a contingency plan to manage the County's solid waste disposal needs in the event that the current disposal systems are lost or prohibited due to destruction, regulation, or community opposition.

7 Perform projections to determine solid waste management needs for 5, 10 15, and 25 five years into the future. Analyze and detail the ability of the County's current waste facilities and programs to meet the future solid waste management needs for the next 25 years.

A.4 Identify and Define Pertinent Regulatory Requirements and Key Policy and Issues

Identify pertinent regulatory requirements and key policy issues at the federal, state, and local levels related to solid waste/resources management, and integrate this information into the planning process. Review all relevant planning and contract documents including but not limited to:

Miami-Dade County Integrated Waste Management Plan, Countywide Siting Element
Miami-Dade County Source Reduction and Recycling Element (SRRE)
1992 Waste Composition Study
Non-Exclusive Solid Waste Collection Franchise Agreements
Florida DEP rules and proposed rules related to all aspects of the County's solid waste management and future plans.

A.5 Evaluate Current Financial Program

1 Review the County's Solid Waste Management Financial programs;

2 Evaluate and compare County's solid waste management programs and services to industry standards and/or other comparable metropolitan areas. Identify and characterize the differences, i.e., geographical, fiscal, population and waste streams; and

3 Provide recommendations for short term improved efficiencies and services and long term financial sustainability.

A.6 Identify Alternatives, Options, and Improvements to Address Needs

1 Identify and evaluate alternatives, options, and improvements to address the needs of the County's solid waste management system.

2. Identify and explore all technologies in solid waste and recycling.

A.7 Develop a Feasibility Matrix

1 Develop and validate a comprehensive Feasibility Matrix model in cooperation with the

county staff;

2 Explore various options, policies and ideas to address the needs and rank the final recommendations; and

3 Prioritize the final options and prepare cost estimates, financial projections, and timelines for implementation of selected alternatives.

B. Phase II – Comprehensive Solid Waste Management Master Plan

Goal: Develop a comprehensive listing and analyses of alternative solid waste technologies, operations, programs, etc. including all relevant detail (feasibility of implementation, cost data, performance data, community and environmental impacts, opportunities for efficiencies, etc.); Develop and operate a comprehensive predictive model that will allow for the running of a number of differing scenarios, including various combinations of the above-mentioned alternatives in order to assist with an evaluation of various combinations of programs; Work with County staff to review alternatives and the modeling of various scenarios; and to define and rank one or more recommended strategies for achieving the desired future solid waste management system for Miami-Dade County. Include in this presentation of a summary of opportunities/strategies for organizational efficiencies, including, but not limited to information systems-related initiatives, organizational re-alignments and business process improvements consisting of the following tasks:

Phase II of the master plan envisioned by the County has the following distinct but interdependent tasks (In an order to be determined):

Project Management

Continue Solid Waste Advisory Committee

Perform Detailed Analysis & Evaluation of Facilities and Options

Evaluate Alternatives and Identify Select Alternatives

Prepare Financial Plan

Develop Policy and Implementation Strategic Plan

Prepare comprehensive solid waste management master plan

B.1 <u>Project Management</u>

1 Manage and monitor the master plan process and ensure that the project stays on schedule and within budget;

2 Provide electronic bi-weekly progress reports;

3 Coordinate with other offices and agencies as necessary; and

4 Attend monthly solid waste management team meetings.

B.2 Continue Solid Waste Advisory Committee

1 If necessary, redefine the participants for the SWAC;
2 Develop, organize, facilitate, and document the SWAC process; and
3 Coordinate all efforts with the Environmental Services Department Team.

B.3 Perform Detailed analysis and evaluation of Facilities and Options

1 Identify and analyze potential county owned or leased properties that may be considered for locating proposed facilities;
2 Identify and analyze potential non-county owned properties that may be considered for locating proposed facilities;
3 Identify and discuss regulatory permitting requirements;
4 Identify and discuss traffic considerations;
5 Identify and discuss biological and environmental considerations
6 Discuss advantages and disadvantages of each facility and option

B.4 Screen Alternatives and Identify Select Alternatives

1 Screen alternatives through development of a detailed matrix and prioritize final alternatives; and
2 Prepare preliminary facility and siting plans and/or process details for each select alternative.

B.5 Prepare Financial Plan

1 Identify the cost impacts of each proposed facility and program as well as the compounded costs impacts. Include customer affordability, willingness to pay, service levels, compounded cost impacts and other related considerations;
2 Prepare a five (5) year, a ten (10) year and a Post Closure Financial Plan that utilizes the current financials for the County's solid waste management programs and projects the impacts of selected proposed facilities and programs; and
3 Identify revenue sources including, revenue generation fees, grants, funding, investments, bonds, loans, partnerships and other financial instruments to support the existing and proposed facilities and programs.

B.6 Develop Policy and Implementation Strategy Plan

1 Identify specific projects and programs that were recommended in the Facilities Plan and determine phasing and scheduling over the next 25 years;
2 Identify and discuss policy changes needed to ensure the overall plan is implement; and
3 Prepare an implementation strategy for all identified programs and projects.

B.7 Prepare Long-Term Comprehensive Solid Waste Management Master Plan

The comprehensive solid waste management master plan will address the various alternatives and facilities planning needs and the impacts of these alternatives. The Financial Plan will address the financial impacts of the identified alternatives and various funding opportunities. The Policy and Implementation Strategy will address needs for policy change, scheduling and funding of projects, as well as implementation strategies for all identified programs and projects.

C. PHASE III (optional phase)

Goal: Depending on the nature of the final plan approved by the Board of County Commissioners, the selected consultant may be called upon to assist with other services which might include but are not limited to the development of an Emergency Plan and a Hurricane Plan. Other services might also include various tasks which are identified as future needs during Phase I and II and possible studies of subordinate systems to help improve the county's management of solid waste.

3. ENGINEER'S RESPONSIBILITIES The ENGINEER may also provide other engineering services for the Department which do not present conflicts of interest relative to its consultant services. The Director shall at his/her discretion, determine services which would create a conflict of interest The ENGINEER agrees to perform professional services in accordance with the negotiated terms of the applicable authorization to proceed.

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 ordinances 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.

I. Use computer and networking hardware, software and firmware standards as approved by the MIS Division of the Department. The software must perform fault free in the processing of date and date related data (including, but not limited to calculation, comparing and sequencing) by all hardware and software products delivered under this agreement, individually and in combination, upon installation. Fault-free performance includes the manipulation of data with dates prior to, through, and beyond 2008. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward in time. MIS staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of MIS. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY and the COUNTY will receive the executable codes.

4. TASK AUTHORIZATION: TIME FOR COMPLETION The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed.

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 ban on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden,

unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY's other consulting and design ENGINEERs and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

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

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

Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

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

(1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office employees, 2.4 for the ENGINEER's employees working in COUNTY offices and 2.1 for all field employees excluding surveying, not to exceed Miami-Dade County's Surveying Pool price. No employee shall be billed at a combined rate, multiplier x fixed hourly rate, in excess of the flat rate established in paragraph 6A(2). 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) The ENGINEER shall be compensated at the flat rate of $150.00 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 one million, four hundred fifty-five thousand dollars ($1,455,000) for all professional services requested during the three (3) year term of this Agreement. No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts/Additional Services Pursuant to Ordinance 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. A Contingency Allowance has not been authorized for this Project.

discretion, and any funds not expended from this Contingency Allowance Account remains the property of the County. A Contingency Allowance has not been authorized for this Project.

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.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER Charles T. Sinclair, P.E. and Warren N. Smith shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

9. SCHEDULE OF WORK The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

10. RIGHT OF DECISIONS All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER shall present any such objections in writing to the County Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager.

11. OWNERSHIP OF DOCUMENTS All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys,

medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant 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 Consultant in the performance of this Agreement.

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: (1) Planning and Economics Group, Inc. (2) Westhorp & Associates, Inc. (3) A.D.A. Engineering, Inc. (4) Media Relations Group, LLC (5) Holt Communications, Inc. (6) Kessler Consulting (7) Olmedillo X 5, 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/her designee. In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his/ her designee. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 16 % based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Utilization Report on or before the tenth working day following the preceding month.

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

16. WARRANTY The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability.

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

18. DURATION OF AGREEMENT This Agreement shall remain in full force and effect for a period of three (3) years with after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. The Board of County Commissioners is the sole entity that can exercise the option to renew. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

19. DEFAULT If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of

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

20. INDEMNIFICATION AND INSURANCE Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, agents or instrumentalities from any and all 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 investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings, 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 not less than $250,000 with a deductible per claim, if any, not to exceed ten percent (10%) of the limit of liability, providing for all sums which the ENGINEER shall become legally obligated to pay as damages for claims arising out of the services performed by the ENGINEER, its principals, sub consultants, employees and agents or any person employed by the ENGINEER in connection with this Agreement.

C. Public Liability Insurance, on a comprehensive basis, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.

D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

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

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, Suite 2340, Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida, 33128, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

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

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

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

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

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

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

22. PROPRIETARY INFORMATION Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by ENGINEER outside of this Agreement shall remain the exclusive property of the ENGINEER, subject, however, to Florida Public Records Law (Chap. 119, Fla. Statutes), and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.

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

24. EQUAL OPPORTUNITY The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The ENGINEER shall take affirmative actions to insure

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

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

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

25. OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE 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 Contractor 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, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), 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 Contractor 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 (Contractor/Vendor/Consultant'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, (bid/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 (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) 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 (Contractor/Vendor/Consultant) 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 attention of the ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

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

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

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

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

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

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. 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 subsonsultants, 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.

35. 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.

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:_____

WITNESSETH:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

By: _____
County Mayor

_____
Firm Name (Place Corporate Seal)

By: _____
President

_____
Printed Name

EXHIBIT "A"
AFFIDAVITS
Agreement Number
E06-SWM-01

I, _____, as the duly authorized representative of
Affiant

_____ being first duly sworn

state: _____.
Name of Engineer

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

_____

Federal Employer Identification Number

_____

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

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

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

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

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

(Check the appropriate box)

_____ Does not meet either of the above listed conditions.

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

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE

ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)

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

   _____ %
   _____ %
   _____ %

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:

   _____
   _____

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

   _____

4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.

5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender.

6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

3. ANNUAL DRUG-FREE WORKPLACE

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

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

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's

workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:

(a) the dangers of drug abuse in the workplace;

(b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;

(c) any available drug counseling, rehabilitation, and employee assistance programs; and

(d) the penalties that may be imposed upon employees for drug abuse violations

2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;

3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
   (a) abide by the terms of the statement; and
   (b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;

4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;

5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.

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

4. DISABILITY NONDISCRIMINATION
Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements

of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

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

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

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

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

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

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

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

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

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

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 seven page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this ___ day of _____, 2006, by _____ on behalf of

___ Who is personally know to me
___ Who produced identification:

Type of Identification: _____

_____ _____
Signature of Notary Public Signature of Affidavit
State of Florida at Large

_____
Print, type or stamp name of notary public

_____
Legal Name & Title