Memorandum

MIAMI-DADE COUNTY

Date:	September 17, 2013
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution approving Amendment Number One to Miami-Dade Water and Sewer Department Project Number E06-WASD-13, a non-exclusive Professional Services Agreement Number 07BRCA004 with Brown and Caldwell (Corporation) for a two year time extension

Agenda Item No. 8(O)(7)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of Amendment Number One to the Miami-Dade Water & Sewer Department (WASD) Project Number E06-WASD-13, a non-exclusive Professional Services Agreement 07BRCA004 with Brown and Caldwell (Corporation).

Amendment Number One will allow Brown and Caldwell (Corporation) to continue to provide professional engineering and construction management services at WASD's North District Wastewater Treatment Plant for an additional two (2) year period. As discussed in WASD's Water & Sewer Infrastructure Report dated July 2012, due to the corrosive nature of sanitary sewage and the proximity of this facility to the marine environment, structures and component parts of this treatment facility require extensive maintenance and as they experience a shorter life than other similar facilities.

Six other non-exclusive professional agreement time extensions with no additional monies for different consultants are included on this agenda. The other consultants, like Brown and Caldwell (Corporation) were awarded the original agreement in October 2007 with a six-year (6) term and a total compensation amount of $8.8 million to provide professional engineering and construction management services at the County's different water and wastewater treatment plants. The only exception is A.D.A. Engineering, Inc. who was awarded the original agreement in November 2007 with a six-year (6) term and a total compensation amount of $4.4 million. In all cases, the assigned scope of work was halted due to the reallocation of funding towards other WASD projects. Notwithstanding, all seven (7) professional service agreements have available contract dollars ready to be used.

SCOPE OF AGENDA ITEM

The North District Wastewater Treatment Plant is located at 2575 Northeast 156 Street, North Miami, Fl. in Commission District 4, Sally A. Heyman.

FISCAL IMPACT/FUNDING SOURCE

The funding sources for Brown and Caldwell (Corporation) to continue to provide the engineering and construction management services are a combination of WASD's Sewer Renewal and Replacement Fund and Current and Future Revenue Bonds Sold. The capital project number is 9653411. The County's current Adopted Budget has funding available for the duration of this amendment.

The original contract amount was for $8.8 million of which $3,048,331.75 has been paid for work performed by Brown and Caldwell (Corporation). At this time, approximately 65% of this contract's funds are available for use totaling $5,751,668.25.

TRACK RECORD/MONITOR

WASD's Assistant Director of Wastewater, Vicente E. Arrebola, P.E., will monitor this agreement.

BACKGROUND

Brown and Caldwell (Corporation) was awarded the original agreement in October 2007 with a six-year (6) term and a total compensation amount of $8.8 million. However, due to cashflow constraints and other capital expenditure requirements, only part of the assigned scope of work was completed by Brown and Caldwell (Corporation) leaving approximately 65% of the contract funds unused. The assessment of conditions at the wastewater plants and the design and construction of facilities to renew or replace plant components in danger of failing or that cannot meet changing regulatory requirements is an on-going need at these plants. Amendment Number One will extend the contract period to October 11, 2015 allowing Brown and Caldwell (Corporation) to complete their assigned scope of work to provide professional engineering and construction management services for renewal and replacement projects at the North District Wastewater Treatment Plant as delineated in the original agreement with no additional monies added to the contract.

Projects that have been identified in the pending Consent Decree related to the wastewater system will be addressed through the program management and design contracts being procured for that specific purpose. The design and construction management capacity represented in this two (2) year time extension will be applied to projects that are and will be needed to sustain plant reliability beyond what is required in the Consent Decree or in the Pump Station Improvement Program. It is important to note that the capacity provided in this contract is only utilized as needed to address issues at the plant over time, and there is no guarantee that work will be assigned. However, it is equally important to have capacity available as needed to address conditions at the plant on a timely basis.

The Community Business Enterprise goal of 35% was established as a part of the original contract and to date Brown and Caldwell (Corporation) has complied with all the threshold requirements and the participation goals. The Community Business Enterprise goal was reviewed again by the Small Business Development Section on December 7, 2012 and it was determined that the goal remain unchanged.

Alina T. Hudak
Deputy Mayor

STRATEGIC AREA: Neighborhood and Infrastructure
DEPARTMENT: Water and Sewer

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

NORTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT — PROJECT # 9653411

DESCRIPTION: Construct a chlorine improvement process, replace sluice gates in the pre-treatment bar screen room, and provide for various upgrades and rehabilitation of the plant

LOCATION: 2575 NE 151 St
North Miami

DISTRICT LOCATED: 4
ESTIMATED ANNUAL OPERATING IMPACT: Minimal — DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Renewal Fund	2,484	0	0	0	0	0	0	0	2,484
WASD Revenue Bonds Sold	7,216	0	0	0	0	0	0	0	7,216
Future WASD Revenue Bonds	0	0	7,247	17,256	13,598	50,068	29,454	0	117,623
TOTAL REVENUE:	9,700	0	7,247	17,256	13,598	50,068	29,454	0	127,323

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	468	361	865	1,728	1,360	5,007	2,945	0	12,732
Construction	4,213	3,252	7,788	15,530	12,238	45,061	26,509	0	114,591
TOTAL EXPENDITURES:	4,681	3,613	8,653	17,256	13,598	50,068	29,454	0	127,323

NORTH MIAMI-DADE WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS — PROJECT # 9652101

DESCRIPTION: Improve pump stations to increase system flexibility

LOCATION: Wastewater System - North District Area

DISTRICT LOCATED: Systemwide
ESTIMATED ANNUAL OPERATING IMPACT: Minimal — DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	770	0	0	0	15,000	0	15,770
WASD Future Funding	0	0	0	0	0	0	0	37,538	37,538
TOTAL REVENUE:	0	0	770	0	0	0	15,000	37,538	53,308

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	39	0	0	0	750	0	789
Construction	0	0	731	0	0	0	14,250	37,538	52,519
TOTAL EXPENDITURES:	0	0	770	0	0	0	15,000	37,538	53,308

OUTFALL LEGISLATION — PROJECT # 962670

DESCRIPTION: Elimination of outfall flows to the ocean

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide
ESTIMATED ANNUAL OPERATING IMPACT: $28,878 — DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	4,125	5,000	9,536	15,468	123,457	406,376	563,960
WASD Future Funding	0	0	0	0	0	0	0	1,052,780	1,052,780
TOTAL REVENUE:	0	0	4,125	5,000	9,536	15,468	123,457	1,459,156	1,616,740

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	536	650	1,240	2,011	16,049	52,828	73,314
Construction	0	0	3,589	4,350	8,296	13,455	107,408	1,406,328	1,543,426
TOTAL EXPENDITURES:	0	0	4,125	5,000	9,536	15,468	123,457	1,459,156	1,616,740

Memorandum

MIAMI-DADE COUNTY

Date: December 7, 2012

To: John Renfrow, Director
Miami-Dade Water and Sewer Department

From: Mario Goderich, Assistant Director
Business Affairs Division
Department of Regulatory and Economic Resources

Subject: Project No. E06-WASD-13, Design of Upgrades to Miami-Dade Water and Sewer Department's Wastewater Treatment Plants

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The subject project was reviewed by Small Business Development (SBD), under the Business Affairs Division of the Department of Regulatory and Economic Resources for compliance with the 35% Community Business Enterprise goal. To date, Community Business Enterprises have been paid $378,685.03 or 14% of the dollars paid to the prime consultant.

Please do not hesitate to contact Veronica Clark, Assistant to the Director at 305-375-4770 if you need additional information.

c: Alice Hidalgo-Gato, CMC Director, SBD, RER
Traci Adams-Parish, Administrative Officer 2, SBD, RER

MIAMI DADE WATER AND SEWER DEPT DIRECTOR'S OFFICE
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MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

SUBJECT: Agenda Item No. 8(O)(7)

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(7)
9-17-13

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NUMBER 07BRCA004, PROJECT NUMBER E06-WASD-13 WITH BROWN AND CALDWELL (CORPORATION) PROVIDING FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S NORTH DISTRICT WASTEWATER TREATMENT PLANT AND ITS APPURTENANT FACILITIES; EXTENDING THE DURATION OF THE AGREEMENT BY TWO YEARS UNTIL OCTOBER 11, 2015; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Amendment Number One to the non-exclusive Professional Services Agreement Number 07BRCA004, Project Number E06-WASD-13 with Brown and Caldwell (Corporation) to continue providing engineering and construction management services for the design of upgrades to the Miami-Dade Water and Sewer Department's North District Wastewater Treatment Plant and its appurtenant facilities; and extending the duration of the agreement by two years until October 11, 2015, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or Mayor's designee to execute same and exercise the provisions contained therein for and on behalf of Miami-Dade County, Florida.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

AMENDMENT NUMBER ONE
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
BROWN AND CALDWELL (CORPORATION)

Agreement No. 07BRCA004

THIS AMENDMENT NUMBER ONE is made and entered into the _____day of _____, 2013, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and BROWN AND CALDWELL (CORPORATION) a California corporation authorized to do business in the State of Florida and with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

W I T N E S S E T H

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as, the "Department", operates and maintains the COUNTY's water and sewer utility systems; and

WHEREAS, on October 11, 2007, the COUNTY and ENGINEER entered into a Non-exclusive Professional Services Agreement, hereinafter referred to as the "Agreement", in the amount of $8.8 million for a six -year term; and

WHEREAS, the Agreement requires the ENGINEER to provide engineering and construction management services to upgrade the infrastructure and operations at the Department's North District Wastewater Treatment Plant and its appurtenant facilities; and

WHEREAS, the engineering and construction management services include design services for all plant upgrades and expansion projects as well as renewal and replacement projects for the plant's existing facilities; a complete evaluation for improving the treatment process, operations, and efficiencies including safety, energy conservation, security, biosolids management, corrosion and assessment management, and provide a complete evaluation of regulatory requirements; and

WHEREAS, the Department has not utilized all monies in the Agreement and needs the ENGINEER to continue to provide engineering and construction management services; and

WHEREAS, the COUNTY has requested and the ENGINEER has agreed to continue providing engineering services and construction management services, as needed, for an additional two years or until the monies are expended; and

WHEREAS, this Amendment Number One to the Agreement will extend the Agreement for an additional two (2) years until October 11, 2015; and

WHEREAS, this Amendment Number One to the Agreement also modifies several technical provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and the ENGINEER hereby agree to the following:

1. Paragraph 8 of the Agreement is hereby modified to state as follows:

   CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Roberto S. Ortiz, P.E., and William Eleazer, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

2. Paragraph 14 of the Agreement is hereby modified to state as follows:

   SUBCONSULTANTS:

   - The ENGINEER shall utilize the following firms as a subconsultant: A & P Consulting Transportation Engineers; Avino & Associates, Inc.; CES Consultants, Inc.; Media Relations Group LLC; and Westhorp & Associates, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee and after the Department of Regulatory and Economic Resources' approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this agreement without the written consent of the Miami-Dade Water and Sewer Director or his designee. When applicable and upon receipt of such consent in writing by the Miami-Dade Water and Sewer Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

   - 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 thirty-five percent (35%) on the total amount of compensation for engineering services authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a "Monthly Utilization Report" on or before the tenth working day following the preceding month or with the monthly invoice.

   - SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES Pursuant to Sections 2-8.1, 2-8.8 (as amended by Ordinance No. 11-90) and 10.34 of the COUNTY Code, for all contracts

which involve the expenditure of one hundred thousand dollars ($100,000) or more, the entity contracting with the COUNTY must report to the COUNTY the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the COUNTY prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the COUNTY not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. The ENGINEER shall provide this information on a COUNTY form prior to the final payment to the ENGINEER as attached as Exhibits A and B.

3. Paragraph 17 of the Agreement is hereby modified to state as follows:

TERMINATION OF AGREEMENT: It is expressly understood and agreed that the COUNTY Mayor or his designee 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 Section 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.

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List - By executing this Agreement through a duly authorized representative, the ENGINEER certifies that the ENGINEER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The COUNTY shall have the right to terminate this Agreement for default if the ENGINEER is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. Paragraph 18 of the Agreement is hereby modified to state as follows:

DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of two (2) additional years until October 11, 2015, after execution of this Amendment. Actual completion of the services authorized prior to the expiration date 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. 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 Section 6 hereof.

5. Paragraph 20 of the Agreement is hereby modified to state as follows:

INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Florida Statutes 725.08 notwithstanding the provisions of Florida Statutes 725.06, the ENGINEER shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

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 reasonable attorney's fees incurred by the COUNTY 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 expressly understands and agrees that any insurance protection required by this Contract, or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

This Section shall survive expiration or termination of this Agreement.

INSURANCE: 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 Internal Services Department. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

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

B. Professional Liability Insurance in the amount $5,000,000 per claim.

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

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

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

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 538-6 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20.

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

6. Paragraph 37 of this Agreement is hereby added to state as follows:

TRUTH IN NEGOTIATION: Pursuant to Administrative Order 3-39 and Section 287.055 (5)(a), Florida Statutes, for all lump-sum costs or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract. Certificate as required by Chapter 287, Florida Statutes, attached as Exhibit C.

7. All terms, covenants and conditions of the Agreement not expressly modified or revised herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and date first written above.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____
Deputy Clerk

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

By:_____
County Mayor

ATTEST:

BROWN AND CALDWELL (CORPORATION)
A California Corporation (SEAL)

By:_____

Robert D. Goodson, Secretary
Print Name

By:_____

James R. Miller, President
Print Name

STATE OF California
COUNTY OF Contra Costa

The foregoing instrument was acknowledged before me this 5th day of December, 2012, by James R. Miller, as President and Robert D. Goodson, as Secretary, of Brown and Caldwell, Inc. a California Corporation, on behalf of the corporation. ~~He/She~~/They is/are personally known to me or ~~has/hasn't~~/have/~~haven't~~ produced identification and ~~did~~/did not take an oath.

_____
Notary Public

Commission ~~Serial~~ Number 1887152

Julie Bloxham
Print Name

JULIE BLOXHAM
Commission # 1887152
Notary Public - California
Contra Costa County
My Comm. Expires May 6, 2014

Approved by County Attorney
As to form and legal sufficiency:

_____
Assistant County Attorney

EXHIBIT A

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)

ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT

(Ordinance 11-90)

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature | Print Name and Title | Date

For Departmental Use Only

Department Signature | Print Name and Title | Date | Contractor in Compliance ☐

EXHIBIT B

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Brown and Caldwell FEIN # 94-1446346

Project/Contract Number North District WWTP R&R/MDWASD No. 07BRCA004

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
A & P Consulting Transportation Engineers. 10305 N.W. 41 Street, # 115, Miami, FL 33178	Antonio G. Acosta Carlos M. Gil-Mera Eithel Sierra Arnelio Alfonso	Electrical Engineering	4				4				40	21	4	1	56			
CES Consultants, Inc. 14750 NW 77th Court Suite 360, Miami Lakes, Florida 33016	Rudy M. Ortiz, PE	Structural Engineering	1				1				24	6	8	1	14	6		1
Westhorp & Associates. 8101 Biscayne Boulevard, Suite 307 Miami, FL 33138	Brenda J. Westhorp, PE	Civil Engineering		2							2	4	3	0	2	1	0	0
Avino and Associates. 1350 S.W. 57TH Avenue, West Miami, FL 33144	Jorge Avino, PE	Surveying	1				1				5	2		1	6			
Media Relations Group. 18001 Old Cutler Road, Suite 407 Palmetto Bay, FL 33157	Alicia Gonzalez	Public Outreach and Public relations	1	1			2				4	10	2	1	11		1	1

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Albert L. Perez, P.E.	Vice President	Dec 5, 2012	
	Print Name	Print Title	Date	SUB

100 Rev. 6/12

Exhibit "C"
Truth-In-Negotiation Certificate

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE Engineering Services for the Upgrades to the MDWASD NDWWTP and its Appurtenant Facilities

PROJECT NUMBER 07BRCA004

Before me the undersigned authority appeared Albert Perez (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

(Signature of Authorized Representative)

Title VICE PRESIDENT

Date 12/6/12

STATE OF: FLORIDA
COUNTY OF: MIAMI-DADE

The above certifications/verifications were acknowledged before me this day of December 6, 2012

by Albert Perez, (Authorized Representative)

of BROWN & CALDWELL, (Name of Corporation, Partnership, etc.)

who is ~~personally known~~ to me or has produced as LICENSE # P630-012-69-103-0 identification and who ~~did~~ did not take an oath.

(Signature of Notary)

MARIA F. RODRIGUEZ-RON
(Print Name)

Notary Stamp or Seal:

MARIA F. RODRIGUEZ-RON NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires November 05, 2013
No. DD 938473

Notary Commission Number: DD 938473
My Commission Expires: NOV. 5, 2013