Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2014

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

Agenda Item No. 8(O)(2)

From: Carlos A. Gimenez
Mayor

Consent Decree

Subject: Resolution approving Amendment Number Two to a non-exclusive Professional Services Agreement Number 07MWHA005: Miami-Dade Water and Sewer Department Project E06-WASD-12 with MWH Americas, Inc. increasing total compensation by $4,500,000.00, from $8,800,000.00 to $13,300,000.00

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of Amendment Number Two to non-exclusive Professional Services 07MWHA005: Miami-Dade Water & Sewer Department (WASD) Project Number E06-WASD-12 with MWH Americas, Inc. Amendment Number Two increases total compensation by $4,500,000.00, from $8,800,000.00 to $13,300,000.00. It will provide MWH Americas, Inc. with additional monies to start work on significant capital projects and assist WASD in-house staff with time sensitive wastewater projects required by the Consent Decree for the Central District Wastewater Treatment Plant and its appurtenant facilities.

Two (2) other amendments to non-exclusive professional services agreements requesting the same amount of additional monies to commence work on pending Consent Decree projects at the County's South and North District Wastewater Treatment Plants are included on this Agenda. Like MWH Americas, Inc. the other two consultants were awarded original agreements in October 2007. All three (3) agreements originally had total compensation amounts of $8,800,000.00, and all three (3) originally had six (6) year terms, which, through Board-approved prior amendments, have been extended to eight (8) year terms.

SCOPE OF AGENDA ITEM

The Central District Wastewater Treatment Plant is located at 3989 Rickenbacker Causeway, Miami, Florida in Commission District 7, Xavier L. Suarez.

FISCAL IMPACT/FUNDING SOURCE

The funding sources for Amendment Number Two are a combination of the Department's 1) Wastewater Renewal Fund, 2) WASD 2013 Revenue Bond, 3) WASD Revenue Bonds Sold, 4) Future WASD Revenue Bonds and 5) WASD Future Funding. The capital project number is 9653421- Central District Upgrades Wastewater Treatment Plant. Sufficient funding is available in the County's current and future budgets until the eight (8) year term of this non-exclusive Professional Services Agreement is completed and final payment is made to MWH Americas, Inc.

Of the original $8,800,000.00 contract amount, $7,815,732.88 has been authorized to be paid to MWH Americas, Inc. for ongoing work and work completed. The remaining balance of $790,000.00 has already been allocated for one (1) time sensitive Consent Decree Project at the Central District

Wastewater Treatment Plant: Basis of Design Report for the Central District Wastewater Treatment Plant's 2 Digesters.

The remaining balance of $194,267.12 is available to use however, it is an insufficient dollar amount to fund any of WASD's needed capital projects at the Central District Wastewater Treatment Plant.

The requested increase of $4,500,000.00 will be utilized for the projects listed below which are necessary to sustain the reliability of the operations at the Central District Wastewater Treatment Plant. These projects include one (1) renewal and replacement project and four (4) pending Consent Decree Projects.

Project Name	Type of Project
Leachate Deep Injection Wells and Deep Injection Well Pump Station: Design and Engineering Services during Construction	Renewal & Replacement
Headworks Plant 1 and 2: Basis of Design Report	Consent Decree
Return Activated Sludge Pump Station 2, Odor Control Motor Control Center Replacements Updates and Completion of Design	Consent Decree
Supervisory Control and Data Acquisition A (Process Control) Integration: Basis of Logic and Automation Procedures	Consent Decree
Master Pump Station 2: Basis of Design Report	Consent Decree

TRACK RECORD/MONITOR

WASD's Deputy Director of Capital Improvements and Regulatory Compliance, Juan Carlos Arteaga, AIA, NCARB, and WASD's Assistant Director of Wastewater, Ralph Terrero, P.E., will continue to monitor this non-exclusive Professional Services Agreement with MWH Americas, Inc.

BACKGROUND

The Central District Wastewater Treatment Plant is the largest and oldest wastewater treatment plant in the County's system. The age of the Central District Wastewater Treatment Plant along with the significant sewage flows the Central District Wastewater Treatment Plant receives from the Barrier Islands (Miami Beach, Surfside, Bal Harbour, Bay Harbor Islands and Key Biscayne) are the cause for the Plant's extensive rehabilitation needs.

MWH Americas, Inc. was awarded the original six (6) year, $8,800,000.00 non-exclusive Professional Services Agreement on October 11, 2007 to provide engineering and construction management services at the Central District Wastewater Treatment Plant. On September 17, 2013, in order to provide MWH Americas, Inc. with additional time to complete various engineering and construction management services for renewal and replacement projects at the Plant, the Board approved Amendment Number One via Resolution R-749-13, which extended the Agreement by two (2) additional years to an end date of October 11, 2015. At that time, no additional monies were added to this non-exclusive Professional Services Agreement.

Because the selection of the Program and Construction Management Services Consultant for the County's Consent Decree work has been delayed, the selection of the three (3) design consultants for several time-sensitive projects under the Consent Decree has also been delayed. In order to avoid any further setbacks, Amendment Number Two will allow some of the required design work to start. Notably, work will be assigned on an as-needed basis and consistent with WASD's approved budget.

A Community Business Enterprise goal of thirty-five percent (35%) was established as a part of the original contract. On January 14, 2014, the Small Business Development Division issued a Notice of Deficiency to MWH Americas, Inc. concerning compliance with the thirty-five percent (35%) participation goal. MWH Americas, Inc. responded that compliance with the participation goal had been impacted by the number of projects scheduled under this non-exclusive Professional Services Agreement whose scope of work was revised or canceled by the Department. Approximately two years ago, WASD did cancel projects or revise the scope of work for certain projects due to other capital expenditure requirements. In the case of MWH Americas, Inc., the revised scope of work resulted in the elimination of $1,500,000.00 in Community Business Enterprise services for this non-exclusive Professional Services Agreement. In an effort to achieve the thirty-five percent (35%) goal, MWH Americas, Inc. submitted a compliance plan to the Small Business Development Division. The compliance plan delineates how MWH Americas, Inc. plans on reaching the participation goal should Amendment Number Two be approved by the Board. Based on a review of the plan submitted by MWH Americas, Inc. and input from WASD, the Small Business Development Division accepted a plan of 26.93% in Community Business Enterprise participation for this non-exclusive Professional Services Agreement and requested that MWH Americas, Inc. continue to find additional opportunities to reach the thirty-five percent (35%) goal.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: June 3, 2014

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

SUBJECT: Agenda Item No. 8(O)(2)

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)(2)
6-3-14

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NUMBER 07MWHA005, PROJECT NUMBER E06-WASD-12 WITH MWH AMERICAS, INC. PROVIDING FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE DESIGN OF UPGRADES TO THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CENTRAL DISTRICT WASTEWATER TREATMENT PLANT, AND ITS APPURTENANT FACILITIES INCLUDING PUMP STATION 1 AND 2; INCREASING TOTAL COMPENSATION BY $4,500,000.00, FROM $8,800,000.00 TO $13,300,000.00; 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 Two to the non-exclusive Professional Services Agreement Number 07MWHA005, Project Number E06-WASD-12, with MWH Americas, Inc. in substantially the form attached hereto and made a part hereof. Amendment Two authorizes MWH Americas, Inc. to continue to provide engineering and construction management services for the design of upgrades to the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant and its appurtenant facilities including Pump Station 1 and 2 with an increase of total compensation by $4,500,000.00, from $8,800,000.00 to $13,300,000.00. The

Board authorizes 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 3rd day of June, 2014. 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

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	E01-WASD-05, Project 1 WO: Task 11	PSA	Montgomery Watson Harza	11/7/2006	Howard J. Fallon Jr., P.E.	Completion of study or design	3.8
WS	E01-WASD-05, Project 1 WO: Task 09	PSA	Montgomery Watson Harza	11/16/2006	Peter M Jelonek	Completion of study or design	3.7
WS	E07-WASD-03 WO: Task No. 1	PSA	Montgomery Watson Harza	8/6/2008	Eduardo M. Luis	Project conclusion or closeout	3.9
WS	E06-WASD-12 WO: 01	PSA	Montgomery Watson Harza	11/24/2008	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E07-WASD-03	PSA	Montgomery Watson Harza	1/8/2009	Eduardo M. Luis	Interim	3.7
WS	E01-WASD-05, Project 1 WO: Task 08b	PSA	Montgomery Watson Harza	4/10/2009	Larry Samuels	Completion of study or design	3.8
WS	E01-WASD-05, Project 1 WO: Task 08a	PSA	Montgomery Watson Harza	4/10/2009	Larry Samuels	Completion of study or design	3.8
WS	E06-WASD-12 WO: 5	PSA	Montgomery Watson Harza	4/20/2010	Humberto Codispoti	Completion of study or design	4.0
WS	E07-WASD-03 WO: Task No. 2	PSA	Montgomery Watson Harza	5/11/2010	Eduardo M. Luis	Project conclusion or closeout	3.7
WS	E08-WASD-02 (A) WO: 2	PSA	Montgomery Watson Harza	2/1/2011	James Ferguson	Completion of study or design	3.3
WS	E06-WASD-12 WO: 6	PSA	Montgomery Watson Harza	5/4/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-12 WO: 3	PSA	Montgomery Watson Harza	6/6/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E08-WASD-02 (A) WO: 1	PSA	Montgomery Watson Harza	10/24/2011	James Ferguson	Completion of study or design	3.3
WS	E06-WASD-12 WO: 4	PSA	Montgomery Watson Harza	12/19/2011	Humberto Codispoti	Completion of study or design	3.8
WS	E08-WASD-02 (A) WO: 3	PSA	Montgomery Watson Harza	3/8/2012	James Ferguson	Project conclusion or closeout	3.5
WS	E07-WASD-03	PSA	Montgomery Watson Harza	3/20/2012	Virginia Walsh	Project conclusion or closeout	4.0

	WO: 3						
WS	E08-WASD-02 (A)	PSA	Montgomery Watson Harza	3/23/2012	James Ferguson	Project conclusion or closeout	3.6
	WO: 4						
WS	E06-WASD-12	PSA	Montgomery Watson Harza	9/24/2012	Rolando M Roque	Completion of study or design	4.0
	WO: 7						
WS	E06-WASD-12	PSA	Montgomery Watson Harza	9/6/2013	Eduardo M. Luis	Completion of study or design	3.8
	WO: 9						
WS	E06-WASD-12	PSA	Montgomery Watson Harza	9/6/2013	Eduardo M. Luis	Completion of study or design	3.9
	WO: 11						
WS	E06-WASD-12	PSA	Montgomery Watson Harza	2/13/2014	Eduardo M. Luis	Completion of study or design	4.0
	WO: 11						
WS	E01-WASD-05, Project 1	PSA	MWH Americas, Inc.	11/7/2006	Howard J. Fallon Jr., P.E.	Completion of study or design	3.8
	WO: Task 11						
WS	E01-WASD-05, Project 1	PSA	MWH Americas, Inc.	11/16/2006	Peter M Jelonek	Completion of study or design	3.7
	WO: Task 09						
WS	E07-WASD-03	PSA	MWH Americas, Inc.	8/6/2008	Eduardo M. Luis	Project conclusion or closeout	3.9
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WS	E06-WASD-12	PSA	MWH Americas, Inc.	11/24/2008	Humberto Codispoti	Project conclusion or closeout	4.0
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WS	E07-WASD-03	PSA	MWH Americas, Inc.	1/8/2009	Eduardo M. Luis	Interim	3.7
WS	E01-WASD-05, Project 1	PSA	MWH Americas, Inc.	4/10/2009	Larry Samuels	Completion of study or design	3.8
	WO: Task 08b						
WS	E01-WASD-05, Project 1	PSA	MWH Americas, Inc.	4/10/2009	Larry Samuels	Completion of study or design	3.8
	WO: Task 08a						
WS	E06-WASD-12	PSA	MWH Americas, Inc.	4/20/2010	Humberto Codispoti	Completion of study or design	4.0
	WO: 5						
WS	E07-WASD-03	PSA	MWH Americas, Inc.	5/11/2010	Eduardo M. Luis	Project conclusion or closeout	3.7
	WO: Task No. 2						
WS	E08-WASD-02 (A)	PSA	MWH Americas, Inc.	2/1/2011	James Ferguson	Completion of study or design	3.3
	WO: 2						
WS	E06-WASD-12	PSA	MWH Americas, Inc.	5/4/2011	Humberto Codispoti	Completion of study or design	4.0
	WO: 6						
WS	E06-WASD-12	PSA	MWH Americas, Inc.	6/6/2011	Humberto Codispoti	Completion of study or design	4.0
	WO: 3						
WS	E08-WASD-02 (A)	PSA	MWH Americas, Inc.	10/24/2011	James Ferguson	Completion of study or design	3.3

	WO: 1					
WS	E06-WASD-12 PSA	MWH Americas, Inc.	12/19/2011	Humberto Codispoti	Completion of study or design	3.8
	WO: 4					
WS	E08-WASD-02 PSA (A)	MWH Americas, Inc.	3/8/2012	James Ferguson	Project conclusion or closeout	3.5
	WO: 3					
WS	E07-WASD-03 PSA	MWH Americas, Inc.	3/20/2012	Virginia Walsh	Project conclusion or closeout	4.0
	WO: 3					
WS	E08-WASD-02 PSA (A)	MWH Americas, Inc.	3/23/2012	James Ferguson	Project conclusion or closeout	3.6
	WO: 4					
WS	E06-WASD-12 PSA	MWH Americas, Inc.	9/24/2012	Rolando M Roque	Completion of study or design	4.0
	WO: 7					
WS	E06-WASD-12 PSA	MWH Americas, Inc.	9/6/2013	Eduardo M. Luis	Completion of study or design	3.8
	WO: 9					
WS	E06-WASD-12 PSA	MWH Americas, Inc.	9/6/2013	Eduardo M. Luis	Completion of study or design	3.9
	WO: 11					
WS	E06-WASD-12 PSA	MWH Americas, Inc.	2/13/2014	Eduardo M. Luis	Completion of study or design	4.0
	WO: 11					

Evaluation Count: 42 Contractors: 1 Average Evaluation: 3.8

Exit

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

March 11, 2014

Via E-mail and US Mail
(luis.casado@mwhglobal.com)

Mr. Luis Casado, Vice President
MWH Americas, Inc.
2937 SW 27th Ave. Suite 107
Miami, FL 33133

RE: Project No. E06-WASD-12 (07MWHA005), Design and Construction Management Services for the Central District Wastewater Treatment Plant Wastewater Reuse Facility

Dear Mr. Casado:

Project No. E06-WASD-12 was awarded to MWH Americas, Inc. (MWH) with a 35% Community Business Enterprise (CBE) goal equal to $2,800,000. On January 14, 2014, Small Business Development (SBD) issued a Notice of Deficiency (NOD) to MWH for deviating from the Letter of Agreements (LOA) submitted at time of bid and a $1,136,246.45 deficit in Community Business Enterprise (CBE) participation based on dollars paid to MWH to date.

In its reply, MWH reported and Miami-Dade Water and Sewer Department (WASD) Project Manager Humberto Codispoti confirmed that due to WASD re-evaluating the project priorities, delayed construction of the designs for Return Activated Sludge and Motor Control Centers systems and WASD's decision to complete the construction management services with their own employees, it was impossible for MWH to adhere to the percentages listed on the Letter of Intent. The changes in the project scope of work resulted in the elimination of $1.5M in CBE services as follows: $80,000 for Cardozo Engineering, Inc., $100,000 for Milian, Swain & Associates, Inc., $500,000 for BND Engineers, Inc. and $820,000 for NOVA Consulting, Inc.

In an effort to achieve the 35% CBE goal, MWH provided to SBD the following plan to reach 27.22% in CBE participation by project completion with the addition of Architect International, Inc. (AI) performing .80% in architectural services, Manuel G. Vera & Associates (MGV) performing .92% in 3D surveying and laser and GEOSCI performing .64% in environmental geological to its CBE team. The plan consisted of MWH achieving: $1,150,000.00 in CBE participation under the original contract amount, $253,000.00 in CBE participation from the BODR of the Digester System task authorization, and $2,000,000.00 in CBE participation if MWH is awarded five (5) additional task authorizations totaling $4,500,000.00. Below is amount to be awarded to the CBE firms:

Delivering Excellence Every Day

CBE Firm	Current Agreement	Additional Work	Total Proposed CBE Participation	Proposed CBE %
BND Engineers, Inc.	$ 270,721.98	$ 1,000,000.00	$ 1,270,721.98	10.17%
Cardozo Engineering, Inc.	$ 35,997.77	$ 50,000.00	$ 85,997.77	0.69%
HR Engineering Services, Inc.	$ 39,878.00	$ -	$ 39,878.00	0.32%
Milian, Swain & Associates, Inc.	$ 192,392.50	$ 100,000.00	$ 292,392.50	2.34%
Nova Consulting, Inc.	$ 479,946.14	$ 903,000.00	$ 1,382,946.14	11.06%
Manuel G. Vera & Associates, Inc.	$ 64,690.82	$ 50,000.00	$ 114,690.82	0.92%
GEOSCI, Inc.	$ 30,000.00	$ 50,000.00	$ 80,000.00	0.64%
Architects International, Inc.	$ -	$ 100,000.00	$ 100,000.00	0.80%
	$ 1,113,627.21	**$ 2,253,000.00**	**$3,366,627.21**	**26.93%**

Based on a review of the information provided and input from WASD, SBD **approves** the addition of AI, MGV and GEOSCI and **accepts** MWH's plan to achieve 26.93% or $3,366,629.21 in CBE participation by project completion which results in a ***$1,008,372.79*** CBE deficit. Please be advised that the utilization of KACO Kaderabek Company for $2,800.00 was not counted because the firm is not CBE certified. In addition, SBD requests that MWH continue to find additional opportunities to reach the 35% CBE goal. If a deficit remains at project completion, SBD will consider the eliminated CBE services when determining the final goal compliance for the project.

Should you have any questions, please contact Alice Hidalgo-Gato, Contract Monitoring and Compliance Section Manager at (305) 375-3153.

Sincerely,

Gary T. Hartfield
Division Director

C: Basil Williams, President, BND Engineers, Inc. (BWILLLIAMS@BNDENGINEERS.COM)
Rosanne Cardozo, President, Cardozo Engineering, Inc. (rwcardozo@cardozo.com)
Hernado Ramos, President, HR Engineering Services, Inc. (hramos@hrescorp.com)
Arsenio Milian, President, Milian, Swain & Associates, Inc. (amilian@milianswain.com)
Maria Molina, President, Nova Consulting, Inc. (mmolina@nova-consulting.com)
Juan Crespi, President, Architects International, Inc. (jcrespi@archinternational.com)
Eric Meyer, President, GEOSCI, Inc. (eric.meyer@geosci-inc.com)
Maria Vera, President, Manuel G. Vera & Associates, Inc. (mtvera@mgvera.com)
Patty David, Acting Chief, IAS, WASD
Humberto Codispoti, SPE, WASD
Veronica Clark, Assistant to the Director, SBD, ISD
CMC Substitution File

CENTRAL DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

PROJECT #: 9653421

DESCRIPTION: Construct digester improvements, digested sludge holding tanks, miscellaneous electrical improvements, outfall rehabilitation, a new gas pipeline, a new flushing water line, and a sludge handling facility; various upgrades and rehabilitation of plant including pump stations 1 and 2

LOCATION: Virginia Key
City of Miami

District Located: 7
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	2,689	0	0	0	0	0	0	0	2,689
Future WASD Revenue Bonds	0	0	11,260	8,160	4,788	5,710	4,700	0	34,618
WASD 2013 Revenue Bond	2,464	0	0	0	0	0	0	0	2,464
WASD Revenue Bonds Sold	300	0	0	0	0	0	0	0	300
WASD Future Funding	0	0	0	0	0	0	0	453,430	453,430
TOTAL REVENUES:	5,453	0	11,260	8,160	4,788	5,710	4,700	453,430	493,501
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	243	246	1,009	731	429	512	421	40,627	44,218
Construction	2,468	2,496	10,251	7,429	4,359	5,198	4,279	412,803	449,283
TOTAL EXPENDITURES:	2,711	2,742	11,260	8,160	4,788	5,710	4,700	453,430	493,501

Estimated Annual Operating Impact will begin in FY 2015-16 in the amount of $200,000

WATER SYSTEM FIRE HYDRANT INSTALLATION

PROJECT #: 9653461

DESCRIPTION: Install fire hydrants and construct related system improvements

LOCATION: Systemwide
Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Fire Hydrant Fund	11,825	2,000	2,500	2,500	2,500	2,500	3,000	6,717	33,542
TOTAL REVENUES:	11,825	2,000	2,500	2,500	2,500	2,500	3,000	6,717	33,542
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	1,065	193	241	241	241	241	289	723	3,234
Construction	9,977	1,807	2,259	2,259	2,259	2,259	2,711	6,777	30,308
TOTAL EXPENDITURES:	11,042	2,000	2,500	2,500	2,500	2,500	3,000	7,500	33,542

NORTH MIAMI-DADE WATER TRANSMISSION MAIN IMPROVEMENTS

PROJECT #: 9654031

DESCRIPTION: Install 36-inch water main along NW 87 Ave to improve transmission capabilities in the north - central area of the county; and a 48-inch water main connection to the Carol City tank

LOCATION: North Miami-Dade County Area
Miami Gardens

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	692	3,581	2,732	0	0	0	7,005
WASD Revenue Bonds Sold	2,690	0	0	0	0	0	0	0	2,690
TOTAL REVENUES:	2,690	0	692	3,581	2,732	0	0	0	9,695
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	322	0	83	428	326	0	0	0	1,159
Construction	2,368	0	609	3,153	2,406	0	0	0	8,536
TOTAL EXPENDITURES:	2,690	0	692	3,581	2,732	0	0	0	9,695

AMENDMENT NUMBER TWO
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
MWH AMERICAS, INC.

Agreement No. 07MWHA005

THIS AMENDMENT NUMBER TWO is made and entered into the _____day of _____, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and MWH AMERICAS, INC., 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 eight million eight hundred thousand dollars ($8,800,000.00) for a six -year term; and

WHEREAS, on September 17, 2013, the Board of County Commissioners approved Amendment Number One via Resolution R-749-13, which extended the contract term by an additional two (2) years from October 11, 2013 to October 11, 2015; and

WHEREAS, the Agreement requires the ENGINEER to provide engineering and construction management services to upgrade the infrastructure and operations at the Department's Central District Wastewater Treatment Plant (the "Plant") and its appurtenant facilities including Pump Station 1 and 2; and

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

WHEREAS, the selection of the Program and Construction Management Services consultant for the federally-mandated Consent Decree is pending, which has consequently set back the selection of the three design consultants needed for engineering services to prepare required deliverables for Consent Decree Projects; and

WHEREAS, the Department has requested, and the ENGINEER has agreed to, continue to provide engineering and construction management services for projects at the Plant that have been identified under the Consent Decree and might be in jeopardy of failing or not meeting changing regulatory requirements and Consent Decree deadlines; and

WHEREAS, additional monies are necessary for the ENGINEER to provide the engineering and construction management services for Consent Decree and renewal and replacement projects; and

WHEREAS, this Amendment Number Two to the Agreement will increase the total compensation by four million five hundred thousand dollars ($4,500,000.00), from eight million eight hundred thousand dollars ($8,800,000.00) to thirteen million three hundred thousand dollars ($13,300,000.00),

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

1. Paragraph 6-D of the Agreement is hereby modified to state as follows:

   Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed thirteen million three hundred thousand dollars ($13,300,000). No minimum amount of compensation is guaranteed to the ENGINEER.

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

(This section has been intentionally left blank)

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:

MWH AMERICAS, INC.
A ~~Denver~~ California Corporation (SEAL)

By:_____
David Tomlinson, Secretary
Print Name

By:_____
Ben Emerson Vice President
Print Name

STATE OF Colorado
COUNTY OF Broomfield

The foregoing instrument was acknowledged before me this 3rd day of April, 2014, by Ben Emerson, as Vice President and David Tomlinson, as Secretary, of MWH Americas 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.

Dana L. Turner
Notary Public

Dana L. Turner
Print Name

_____
Serial Number

Dana L. Turner
State of Colorado
Notary Public
Notary ID No. 19984002965
My Commission Expires 2/26/2018

Approved by County Attorney
As to form and legal sufficiency:

_____
Assistant County Attorney