Memorandum

MIAMI-DADE COUNTY

Date: May 20, 2014

Agenda Item No. 8(O)(1)

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

From: Carlos A. Gimenez
Mayor

****Consent Decree****

Subject: Executive Summary: Resolution approving the recommendation to award a non-exclusive professional services agreement to AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.) for Program and Construction Management Services related to the Wastewater System Priority Projects

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This agenda item recommends approval of the above referenced contract award recommendation to the Board of County Commissioners, awarding a Professional Services Agreement under Project No. E13-WASD-01R; Agreement No. 14ATSI001 to AECOM Technical Services, Inc. for Program and Construction Management Services related to the Wastewater System Priority Projects, with a total compensation amount of up to, but not exceeding $91,149,497 for a total contract term of five years with two (2) five-year options-to-renew. The Mayor shall seek approval from the Board prior to exercising any of the options-to-renew or any compensation above the initial award amount.

The scope of work delineated in the professional services agreement for this award recommendation will assist the County (through its Water and Sewer Department) in complying with the regulatory deadlines and milestones specified in the Consent Decree Case No. 1:12-cv-24400-FAM. This new Consent Decree was filed on June 6, 2013 by the Department of Justice (on behalf of the United States Environmental Protection Agency), the State of Florida, and the Florida Department of Environmental Protection to resolve the lawsuit against the County for violations of the Clean Water Act, the National Pollutant Discharge Elimination System Permit, and the Florida Air and Water Pollution Control Act.

The Board of County Commissioners approved this new Consent Decree on May 21, 2013 via Resolution No. 393-13. On April 9, 2014, the U.S. District Court for the Southern District approved the Consent Decree, replacing and superseding the two (2) existing consent decrees (the First Partial Consent Decree and Second and Final Partial Consent Decree) issued in the early-mid 1990's.

In accordance with the requirements to select the "most qualified firm" set forth in Florida Statute section 287.055, the County Code and Implementing Orders, and based upon a review with staff of: (1) the rankings of the firms by the Competitive Selection Committee and the Mayoral Advisory Committee; (2) the record before those committees; (3) the findings by the Executive Director of the Commission on Ethics and Public Trust; (4) the reports of the Inspector General; (5) a review of all correspondence from the proposers; and (6) the Responsibility Review report from the Internal Services Department, AECOM Technical Services, Inc. is recommended for award of this contract.

Alina T. Hudak
Deputy Mayor

Memorandum

MIAMI-DADE COUNTY

Date: May 20, 2014

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

From: Carlos A. Gimenez
Mayor

Consent Decree

Subject: Resolution approving the recommendation to award a non-exclusive professional services agreement to AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.) for Program and Construction Management Services related to the Wastewater System Priority Projects

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a Professional Services Agreement under Project No. E13-WASD-01R; Agreement No. 14ATSI001 to AECOM Technical Services, Inc. for Program and Construction Management Services related to the Wastewater System Priority Projects, with a total compensation amount of up to, but not exceeding $91,149,497 for a total contract term of five years with two (2) five-year options-to-renew. The Mayor shall seek approval from the Board prior to exercising any of the options-to-renew or any compensation above the initial award amount.

In accordance with the requirements to select the "most qualified firm" set forth in Florida Statute section 287.055, the County Code and Implementing Orders, and based upon a review with staff of: (1) the rankings of the firms by the Competitive Selection Committee and the Mayoral Advisory Committee; (2) the record before those committees; (3) the findings by the Executive Director of the Commission on Ethics and Public Trust; (4) the reports of the Inspector General; (5) a review of all correspondence from the proposers; and (6) the Responsibility Review report from the Internal Services Department, AECOM Technical Services, Inc. is recommended for award of this contract.

The scope of work delineated in the professional service agreement for this award recommendation will assist the County (through its Water and Sewer Department) in complying with the regulatory deadlines and milestones specified in Consent Decree Case No. 1:12-cv-24400-FAM. This new Consent Decree was filed on June 6, 2013 by the Department of Justice (on behalf of the United States Environmental Protection Agency), the State of Florida, and the Florida Department of Environmental Protection to resolve the lawsuit against the County for violations of the Clean Water Act, the National Pollutant Discharge Elimination System Permit, and the Florida Air and Water Pollution Control Act.

The Board of County Commissioners approved this new Consent Decree on May 21, 2013 via Resolution No. 393-13. On April 9, 2014, the U.S. District Court for the Southern District approved the Consent Decree, replacing and superseding the two (2) existing consent decrees (the First Partial Consent Decree and Second and Final Partial Consent Decree) issued in the early-mid 1990's.

Scope
Project Name: Program and Construction Management Services related to the Wastewater System Priority Projects

Project No: E13-WASD-01-R

Project Description:
The consultant will be responsible for the overall delivery of tasks required by the new Consent Decree, approved by the Court on April 9, 2014, which calls for expenditures in the amount $1.6 billion for improvements over a fifteen (15) year period. AECOM Technical Services, Inc. will serve as the Program Manager of this non-exclusive professional services agreement and will manage the overall delivery of all tasks required for development and implementation of a comprehensive and technically sound long-term "Capacity, Management, Operations and Maintenance Program," and shall manage the design, procurement, construction, and commissioning of the capital projects required in Consent Decree Case No. 1:12-cv-24400-FAM (Consent Decree). AECOM Technical Services, Inc. shall be familiar with and acknowledges that it will comply with the Consent Decree. AECOM Technical Services, Inc., the Program Manager, shall ensure that the program components are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the Consent Decree and the requirements of the Clean Water Act, WASD's National Pollution Discharge Elimination System Permits, Florida Department of Environmental Protection regulations, and any additional applicable regulatory requirements.

The scope of services to be provided by AECOM Technical Services, Inc. includes, but is not limited to, the following:

A. Validate the condition assessments and corresponding capital program for the Wastewater Treatment Plants and Wastewater Collection and Transmission System.

B. Assist WASD in the review of design documents including constructability reviews and assist WASD and/or design consultant with bid phase services, as needed.

C. Oversee and support the design and construction management phases of the capital program, as needed.

D. Support Capacity, Management, Operations and Maintenance Program implementation as requested. Assist in drafting specifications and assessing contractors' bids.

E. Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the Consent Decree wastewater treatment plant and wastewater collection and transmission system capital program.

F. Perform daily inspections of the construction work being performed to confirm if such work is being performed in accordance with the Consent Decree.

G. Outline, identify and/or develop preliminary policies, procedures, and practices to meet the requirements of the Consent Decree.

H. Identify potential risks which may have an impact on the implementation of the Consent Decree Capital Improvement Projects and provide a mitigation plan. This includes identifying and recommending mitigation options to deal with future sea level rise and storm surge.

I. Advise and provide strategic and day-to-day oversight and direction to the Program Director.

J. Prepare and maintain a Program Management Plan for use by the Program Team.

K. Coordinate and assist WASD with Wastewater Facilities Master Planning required to ensure comprehensive and long term viability of the Consent Decree Capital Improvements.

L. Provide wastewater hydraulic computer modeling services required by the Consent Decree, including model updates and calibration, and as required in support of the Pump Station Improvement Program using WASD's Infoworks CS model.

M. Establish standards and guidelines for cost-estimating.

N. Develop and manage the program schedule and task schedules and provide budget/cost oversight of all program elements and resources.

O. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status.

P. Establish and implement a physical and an electronic central Consent Decree documents library.

Q. Support WASD with public outreach.

R. Participate in update meetings with regulatory agencies and contractors and develop required materials for each meeting.

S. Preparation of reports that are required by the Consent Decree to be submitted to the United States Environmental Protection Agency or any other regulatory authority.

T. Perform value engineering.

U. Provide assistance to WASD with permits, regulatory and environmental review.

V. Aid in the integration of consultant staff with WASD staff.

Project Location: Wastewater system priority projects under the Consent Decree will have a county-wide impact.

Fiscal Impact / Funding Sources:
WASD Revenue Bonds Sold
WASD 2013 Revenue Bonds

Future WASD Revenue Bonds
Wastewater Renewal Fund
Wastewater Connection Charges

Capital Budget Projects:

Description	Award Estimate
9651071- Pump Station Improvements Program Book Page:131 Adopted Budget Book For Fiscal Year 2013-2019	$4,970,000
964440- Sewer Pump Station Systems - Consent Decree Projects Book Page:120 Adopted Budget Book For Fiscal Year 2013-2019	$7,470,000
968150- Wastewater Collection And Transmission Lines - Consent Book Page:123 Adopted Budget For Fiscal Year 2013-2019	$9,370,000
964120- Wastewater Treatment Plants - Consent Decree Projects Book Page 119:Adopted Budget Book For Fiscal Year 2013-2019	$69,339,497
Capital Budget Projects Total:	**$91,149,497**

Project Technical Certification Requirements:

Type	Code	Description
Prime	6.01	Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission Systems
Prime	6.02	Water and Sanitary Sewer Systems - Major Water and Sanitary Sewage Pumping Facilities
Prime	6.03	Water and Sanitary Sewer Systems - Water and Sanitary Sewage Treatment Plants
Prime	17.00	Engineering Construction Management
Other	9.01	Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services
Other	9.02	Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services
Other	9.04	Soils, Foundations and Materials Testing - Non-Destructive Testing and Inspections
Other	10.05	Environmental Engineering - Contamination Assessment and Monitoring
Other	11.00	General Structural Engineering
Other	12.00	General Mechanical Engineering
Other	13.00	General Electrical Engineering
Other	15.01	Surveying and Mapping - Land Surveying
Other	16.00	General Civil Engineering
Other	19.06	Value Analysis and Life-Cycle Costing - Water and Sanitary Systems

Sustainable Buildings Ordinance: (I.O No. 8-8) Yes

Notice To Professional Consultants Downloaded: 149

Proposals Received: 2

Total Contract Period: Five (5) years with two (2) five (5) year Options-to-Renew. The County Mayor shall seek approval from the Board to exercise these two options-to-renew. This contract term is exclusive of the warranty administration period that is customary with these contracts.

IG Fee Included In Base Contract: Yes

Art In Public Places: No

Base Contract Amount: $91,149,497

Contingency Allowance (Section 2-8.1 Miami Dade County Code): The contract was negotiated with a not to exceed amount.

Total Amount: $91,149,497

SBD History Of Violations: None

Due Diligence:
Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. Based on the complexity of this contract and numerous correspondence received, a responsibility review report summarizing our findings is attached. Additionally, the Office of the Inspector General has issued a report on this solicitation as well and is also attached. It is important to note that throughout this process the Office of the Inspector General, The Commission on Ethics and Public Trust, the County Attorney's Office and several senior members of the administration have been engaged to provide input and guidance.

The Internal Services Department's CIIS database contains thirty-one (31) evaluations for AECOM Technical Services, Inc. with an average overall 3.7 rating out of a possible four (4) points.

Background:
The selection process for this contract award was extensive to ensure that the process engaged to select a firm was fair and equitable. There was significant involvement from both firms. While the selection process has yielded AECOM as the highest qualified firm, both firms are qualified to provide this service to the County. It is in the best interest of the County to award this contract. The award of this contract is necessary to complete the pending procurement of the design contracts that are on the critical path for compliance with the Consent Decree schedule.

On June 6, 2013, a Notice to Professional Consultants was issued under full and open competition. On June 28, 2013, the Clerk of the Board received two (2) proposals.

First Tier
At the First Tier: "Evaluation of Qualifications" meeting held on August 14, 2013, the Competitive Selection Committee reviewed and ranked the two (2) proposals received. At this meeting, it was determined that both proposals met the minimum qualifications and demonstrated their relevant experience with the projects as required in the Notice to Professional Consultants. The references in the proposals were verified by the Internal

Services Department. The Competitive Selection Committee voted to shortlist the two (2) proposers to the "Second Tier: Oral Presentation".

Second Tier
The Second Tier: "Oral Presentation" meeting was held on August 28, 2013. The Competitive Selection Committee evaluated and ranked CH2M Hill, Inc., as the highest ranking firm. The Competitive Selection Committee recommended to negotiate the contract with CH2M Hill, Inc.

However, due to some concerns raised by the action of one of the firms prior to the second tier meeting, on September 27, 2013, the Mayor requested an opinion from Mr. Joseph M. Centorino, Executive Director and General Counsel of the Miami-Dade County Commission on Ethics and Public Trust, in connection with the integrity of the original solicitation process for the award of this professional services agreement.

On November 5, 2013, Mr. Joseph M. Centorino, in a written opinion addressed to the Mayor, concluded that "legal ambiguities and the failure of the County's solicitation document to set clear guidelines have led to a flawed process that must be reassessed to assure an outcome consistent with the public trust. The integrity issues raised are not those of the parties to the process but of the process itself." On November 15, 2013, the Mayor issued a memorandum that upon review of the opinion written by Mr. Joseph M. Centorino dated November 5, 2013, a Mayoral Advisory Committee comprised of three (3) external and two (2) County staff members with knowledge and expertise in the delivery of the services required by this professional services agreement would be charged with providing the Mayor a final ranking and consensus statement of the proposals submitted by CH2M Hill, Inc. and AECOM Technical Services, Inc. In addition, the memorandum outlined the necessary steps to be taken to conclude the final selection process and allowed for AECOM Technical Services, Inc. and CH2M Hill, Inc. to submit any additional information to supplement and/or substitute their original proposals.

On November 26, 2013, AECOM Technical Services, Inc. and CH2M Hill, Inc. were advised to respond to questions and submit any additional information to supplement their original proposals by December 13, 2013.

On January 16, 2014, the Mayoral Advisory Committee heard oral presentations from the AECOM Technical Services, Inc. and CH2M Hill, Inc. and evaluated and ranked in order of preference both firms as follows:

Firm	Ranking
AECOM Technical Services, Inc.	1
CH2M Hill, Inc.	2

On February 4, 2014, the Negotiation Committee met with AECOM Technical Services, Inc. and concluded the negotiations meeting. Based on the facts above, it is recommended that the Board award the contract to AECOM Technical Services, Inc.

Submittal Date: 6/28/2013

Estimated Notice To Proceed: 6/1/2014

Prime Consultant: AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)

Company Principal: Ronald Armstrong, P.E.

Company Qualifiers: Ronald Armstrong, P.E.

Company Email Address: pedro.hernandez@aecom.com

Company Street Address: 800 South Douglas Road, North Tower 2nd Floor, Coral Gables, Florida 33134

Years In Business: 19

Previous Experience With County In The Last Five Years: According to the Firm History Report provided by Internal Services Department, Division of Small Business Development, AECOM Technical Services, Inc. has been awarded one (1) contract with Miami-Dade County with a total contract value of $5.5 million and one change order approved by the Board of County Commissioners for $3.6 million.

Subconsultants:
Parsons Water & Infrastructure Inc.
Parsons Transportation Group Inc.
300 Engineering Group, P.A.
Cardozo Engineering, Inc.
Gannett Fleming, Inc.
HBC Engineering Company
New Millenium Engineering, LLC
Program Controls, Inc.
Robayna and Associates, Inc.
Wingerter Laboratories Inc
EAC Consulting, Inc.
EV Services, Inc.
The Vailon Group, Inc.
Wodraska Partners, Inc.
John Proni

Minimum Qualifications Exceed Legal Requirements: Yes

Experience and Qualifications: The Prime Consultant should be an engineering firm experienced in all phases of wastewater engineering, including master planning, design, permitting, construction, and operation and maintenance of wastewater collection, transmission, treatment and disposal systems.

The Prime Consultant should also demonstrate their successful experience with Program Management Services related to the above activities, as well as planning, implementing and managing Capacity, Management, Operation, and Maintenance (CMOM) program of similar scope of complexity within the last ten years from the date of this solicitation. The Prime Consultant should provide descriptions of at least one (1) Sanitary Sewer Overflow (SSO) CD Programs and CMOM in which the Prime Consultant has served as the Program Manager within the past ten (10) years from the date of solicitation.

Review Committee: 5/15/2013

Applicable Wages(Resolution No. R-54-10): Yes

Review Committee Assigned Contract Measures:

Type	Goal	Estimated Value
CBE	28.00%	$25,480,000

Mandatory Clearing House: Yes

Contract Manager Name / Phone / Email: Patty David, 786-552-8040, pattyd@miamidade.gov

Program Director Name / Phone / Email: Juan Carlos Arteaga, 786-552-8572, JCARTEAGA@miamidade.gov

BUDGET APPROVAL FUNDS AVAILABLE:

OMB DIRECTOR — DATE 5/12/14

APPROVED AS TO LEGAL SUFFICIENCY:

COUNTY ATTORNEY — DATE

DEPUTY MAYOR — DATE 5/12/14

CLERK DATE

DATE

MEMORANDUM

(Revised)

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

DATE: May 20, 2014

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

SUBJECT: Agenda Item No. 8(O)(1)

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)(1)
5-20-14

RESOLUTION NO. _____

RESOLUTION APPROVING NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AECOM TECHNICAL SERVICES, INC. (F/K/A/ EARTH TECH, INC.) FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEM PRIORITY PROJECTS IN THE AMOUNT NOT TO EXCEED $91,149,497.00 WITH A TOTAL CONTRACT TERM OF FIVE YEARS AND TWO FIVE-YEAR OPTIONS-TO-RENEW, CONTRACT NO. 14ATSI001, PROJECT NO. E13-WASD-01R; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE ANY 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 a Non-Exclusive Professional Services Agreement between Miami-Dade County and AECOM Technical Services, Inc. (f/k/a/ Earth Tech, Inc.) for Program and Construction Management Services related to the Wastewater System Priority Projects in the amount not to exceed $91,149,497.00 and a total contract term of five (5) years with two (2) five-year options-to-renew, Contract No. 14ATSI001, Project No. E13-WASD-01R; in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or County Mayor's designee to execute and exercise any 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 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 20th day of May, 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.

David M. Murray

Memorandum

MIAMI-DADE COUNTY

Date: April 29, 2014

To: Lester Sola
Director
Internal Services Department

Through: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Faith Samuels
Sr. A/E Consultant Selection Coordinator
Internal Services Department

Subject: Responsibility Review - ISD Project No. E13-WASD-01R – Program and Construction Management Services Related to the Wastewater System Priority Projects

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Background

The County advertised the referenced solicitation on June 6, 2013 pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34, and Administrative Order (A.O.) 3-39.

The Miami-Dade Water and Sewer Department (WASD) requested that the Internal Services Department (ISD) issue a solicitation for program and construction management services related to the wastewater system priority projects. WASD is the primary provider of water and wastewater services to Miami-Dade County serving a population of almost 2.3 million, making it among the largest water/wastewater utilities in the United States. At the May 21, 2013, Board of County Commissioners meeting, the Board approved the Consent Decree (CD) negotiated with the United States Environmental Protection Agency (EPA), the United States Department of Justice (DOJ) and the State of Florida Department of Environmental Protection (FDEP). The CD outlines the activities to be undertaken to reduce Sanitary Sewer Overflows (SSO's), exceedances of treated effluent limitations, and to ensure proper management, operation and maintenance practices. All capital improvement projects must be completed on or before fifteen (15) years from the date of lodging of the CD with the United States District Court. Many program requirements are required to be delivered within a certain time after the CD's "effective date" which is defined as the date the court enters the CD or six (6) months after the date of lodging whichever occurred first. WASD recognizes the need for Program and Construction Management services to assist with the implementation of the CD when it is lodged with the Court. The Consultant shall be familiar with the most recent version of the draft CD which is available for review at WASD's website at http://www.miamidade.gov/water/wastewater-improvement-projects.asp.

The Consultant shall manage the overall delivery of all tasks required for development and implementation of a comprehensive and technically sound long-term Capacity, Management, Operations and Maintenance (CMOM) program, as well as for the design, procurement, construction, and commissioning of the capital projects required in the CD. The Consultant shall ensure that the program components are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the CD and the requirements of the Clean Water Act, WASD's National Pollution Discharge Elimination System Permits, Florida

Department of Environmental Protection (FDEP) regulations, and any additional applicable regulatory requirements.

The scope of services to be provided by the Consultant includes, but is not limited to, the following:

a) Validate the condition assessments and corresponding capital program for the Wastewater Treatment Plants (WWTP) and Wastewater Collection and Transmission System (WCTS).
b) Outline, identify and/or develop preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the CD.
c) Identify potential risks that may have an impact on the implementation of the Capital Program and provide a mitigation plan. This includes identifying and recommending mitigation options to deal with future sea level rise and storm surge.
d) Advise and provide, strategic, and day-to-day oversight and direction to the Program.
e) Prepare and maintain, together with WASD's staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols, design and process standards.
f) Coordinate and assist WASD with Wastewater Facilities Master Planning as required to ensure comprehensive and long term viability of the Consent Decree Capital Improvements.
g) Provide wastewater hydraulic computer modeling services required by the Consent Decree that is currently under negotiation, including model updates and calibration, and as required in support of the Pump Station Improvement Program using the WASD Infoworks CS model. This requires the consultant to have license(s) of Infoworks CS Hydraulics Software, latest version and be proficient with its use on large wastewater transmission and gravity networks.
h) Establish standards and guidelines for cost-estimating. The Consultant shall work with WASD staff to ensure that all project cost estimates meet the cost estimating standards, including those in planning, preliminary engineering, and detail design. The Consultant shall review cost estimates generated for consistency with the standards and guidelines and to ensure that cost estimates performed at various stages in the design process adequately and appropriately incorporate factors to account for project risk elements.
i) Develop and manage the program master schedule and task schedules, and provide budget/cost oversight of all program elements and resources.
j) Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the WASD Program Team. These reports may be used to prepare reports submitted to EPA as part of the CD requirements.
k) Work with WASD to establish and implement both a physical and an electronic central CD documents library. All documents associated with the CD, including reports, meeting agendas/minutes, transmittals, design drawings and specifications, technical memorandums, schedules, e-mails etc. shall be managed and organized in the library. The Consultant may be requested to provide assistance to WASD in the development and management of a public website that contains information related to the execution of the Program. The Consultant shall develop templates for documents and reports to ensure consistency throughout the CD Program.
l) Support WASD with public outreach of the CD Program which may include responding to inquiries and complaints.
m) Participate in update meetings with regulatory agencies and contractors and develop required materials for each meeting.
n) Assist WASD in the preparation of all reports that are required by the CD to be submitted to EPA or any other regulatory authority.
o) Perform value engineering. This includes establishing when value engineering shall occur, the format/schedule for value engineering efforts, and establishing a standard value engineering report format and templates.

p) Provide assistance to WASD, as-needed, with permits, regulatory and environmental review. The Consultant shall review permit and environmental review work to ensure consistency with the overall Program.
q) Assist WASD in the review of design documents including constructability reviews and assist WASD and/or design consultant with bid phase services as needed.
r) Oversee and support the design and construction management phases of the capital program as needed.
s) Support CMOM implementation as requested. Assist in drafting specifications and assessing contractors' bids.
t) Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the Consent Decree WWTP and WCTS capital program.
u) Perform daily inspections, prepare daily logs, provide detailed review of contractor's updated and revised schedules, document daily progress and quality of construction work, review shop drawings, prepare recommendations for approval, review schedule of values, provide contract interpretations and clarifications, process and authorize progress payments including allowance account and change orders, review operation and maintenance manuals, respond to requests for information, and certify completion of the capital improvements.
v) Aid in the integration of consultant staff with WASD staff.

A CMOM self-assessment was conducted as required by the EPA, in order to review WASD's current CMOM Program. The findings from this self-assessment report were prepared and submitted to EPA and are the basis for the current Consent Decree approved by the Board of County Commissioners on May 21, 2013.

The solicitation advertised was for one (1) non-exclusive Professional Services Agreement (PSA) with a five (5) year term, with two (2) five (5) year options-to-renew at the County's sole discretion. Proposals were received from AECOM Technical Services, Inc. (AECOM) and CH2MHill, Inc. (CH2M).

Following the original competitive process, the County Mayor's directive dated November 15, 2013 outlined the necessary steps to be taken to conclude the selection process, and allowed for AECOM and CH2M to submit additional information to supplement and/or substitute their original proposals. On November 26, 2013, the County Mayor appointed a Mayoral Advisory Committee (Committee). The Committee was tasked with evaluating and ranking AECOM and CH2M in order of preference based on the Second Tier criteria provided in the Notice to Professional Consultants. Both AECOM and CH2M submitted additional information to supplement their original proposals by the deadline on December 13, 2013. Proposals were distributed to the Committee for their review prior to the scheduled January 16, 2014 Mayoral Advisory Committee meeting (oral presentations).

Oral presentations were conducted on January 16, 2014. The chart below indicates the final ranking of the Mayoral Advisory Committee:

Respondent	Ordinal Score	Final Ranking
CH2M	8	2
AECOM	7	1

The Mayoral Advisory Committee members recommended that the County Mayor approve negotiation with AECOM, the highest ranked responsive and responsible proposer. The County Mayor authorized negotiations with AECOM on January 24, 2014.

Negotiations with AECOM commenced on February 4, 2014. Negotiations concluded on February 4, 2014 contingent upon review by the County Attorney's Office of requested modifications by AECOM to the Professional Services Agreement (PSA). The County Attorney's office completed their review of the PSA on February 21, 2014 and AECOM advised of their acceptance of the terms and conditions on the same date. AECOM executed the agreements and submitted to the County on February 24, 2014.

Prior to the approval of the contract award recommendation, ISD staff conducted a responsibility review. The responsibility review included reference checks, verification of the firms' past performance, review of available financial, business and litigation reports, interviews and web searches. This information is used to independently verify the firms' financial condition, integrity and capacity. A summary of the specific components of the responsibility reviews and a recommendation is provided herein.

A responsibility review prior to recommendation to award assists in determining whether the proposer has the capacity and integrity to be recommended for award of a contract. The Board of County Commissioners (Board) makes final responsibility determinations. This report provides the results of the responsibility review conducted by ISD staff. Numerous allegations have been made by the second-ranked firm, CH2M, regarding the information provided by AECOM to the Competitive Selection Committee, the Mayoral Advisory Committee and at Responsibility Review meeting. All of these allegations have been forwarded to the Office of Inspector General (OIG) for review.

As part of this responsibility review, the County has cooperated with the OIG. Staff has ensured that all documents and requests for information made by that Office were provided on a timely basis to facilitate their separate investigation, and subsequent report. It is important to note that due to the OIG resources and capabilities, they are better suited to conduct in-depth reviews. As such, we defer some areas of the scope of this review to the OIG.

Responsibility Review

The following chart provides the results of the responsibility review for AECOM in regard to the Program and Construction Management Services Related to the Wastewater System Priority Projects for the Water and Sewer Department.

Component	Purpose
Past Performance	Past performance on County projects was considered in accordance with Section 2-8.1(g) of the Miami-Dade County Code.
	Past performance on other similar projects was checked to verify information contained in the proposal.
Pre-award Vendor Information Intranet (http://intra.co.miami-dade.fl.us/dpm/vendor_info.asp)	Verification that the firm is eligible for contract award and is compliant with certain County requirements. The verification includes checking the following reports:
Component	**Purpose**
	Contractor Debarment History of Violations Federal Excluded Parties List Convicted Vendors List – State Debarred Contractors Delinquent Contractors Deficit Make-up Report Suspended Contractors

	Suspended Vendors State Small Business Development Division (SBD) Reports Sudan-Iran Affidavit State of Florida Corporations A&E Technical Certification Report Pre-Qualification Report
Business and Litigation Reports	Review: – Pacer Report (case and docket information from federal appellate, district, and bankruptcy courts) – Dun & Bradstreet Report (credit and financial information for business assessment and validation)
Web Search	Review: – Google Search – Federal Misconduct Database

A Responsibility Review Meeting was conducted with of AECOM on February 25, 2014. The following representatives were in attendance:

Mr. Paul DeKeyser, AECOM
Mr. David Haywood, AECOM
Mr. Christopher Karpathy, AECOM
Mr. Vahid Ownjazayeri. AECOM
Ms. Maricela Fuentes, AECOM
Ms. Robyn Miller, AECOM
Mr. Miguel De Grandy, Holland & Knight
Mr. Alfredo Gonzalez, Genovese Joblove & Battista
Mr. Jose Villalobos, Akerman, LLP
Ms. Roseanne Cardozo, Cardozo Engineering, Inc.

Also in attendance were Assistant County Attorneys Oren Rosenthal and David Murray, County Attorney's Office, Patricia David, Chief, Intergovernmental Affairs Section, WASD, Miriam Singer, Assistant Director, ISD and Faith Samuels, Sr. A/E Consultant Selection Coordinator, ISD.

Scope of Responsibility Review:
During the responsibility review, the following matters were addressed in regard to the firm:

- Capacity/commitments of the prime and sub-consultants during the term of the contract;
- Payment practices by the prime to sub-consultants;
- Controls regarding accuracy of work/task orders and invoice verification and integrity;
- Current and past litigation;
- Current/outstanding financial capacity, including outstanding judgments;
- Internal and external audit/compliance/enforcement findings;
- Review of criminal and/or ethical misconduct;
- Experience of David Haywood (AECOM Technical Services, Inc.) Deputy Project Manager and Roseanne Cardozo (Cardozo Engineering, Inc.), Consent Decree Compliance;

- Experience of the prime in regard to senior management/leadership roles on prior Consent Decree engagements.

Information provided by AECOM at the February 25, 2014 meeting along with subsequent information requested and submitted on February 28, 2014, March 13, 2014 and March 17, 2014 have been reviewed in detail by staff.

AECOM confirmed their commitment throughout the fifteen (15) year term of the contract and that their team members will reserve sufficient capacity to meet all the obligations under the contract.

In regard to the experience of AECOM, a question was asked by a Committee member at the January 16, 2014 Mayoral Advisory Committee. The following denotes the question asked and the responses received:

> Peter Iglesias, Committee Member: "Very good presentation. I have one question concerning the Consent Decree. How many Consent Decrees has AECOM been the Prime on nationally?"
>
> David Haywood, AECOM: "Been the prime on Consent Decrees nationally. My recollection, I'll ask Paul to correct me if I'm wrong here, but over 20 of those Consent Decrees we've been the actual Prime on, if not more."
>
> Paul DeKeyser, AECOM: "It's about 28, Prime 28."

At the responsibility review meeting, AECOM was asked how many Consent Decree programs it had managed / completed (led or been involved in the management and implementation of a remedy resulting from a settlement between a public agency and or government agency). Mr. Paul DeKeyser, AECOM, identified nine (9) projects (Akron, Allegheny County, Pittsburg, Pittsburg Water and Sewer, Nashville and Davidson County, Arlington County, Massachusetts, Austin, Baltimore and Miami) for which they were the Program Manager for a Consent Decree or some type of enforcement action. In addition, they also advised that there were forty (40) projects in which they were not the Program Manager but had major roles and prime contracts. AECOM stated that to the best of their knowledge they were not aware of being terminated for any of those projects.

Subsequent information provided by the firm identified nine (9) projects in which AECOM provided program management services in the role of prime to support a project or program driven by an enforcement action (Environmental Protection Agency (EPA), State Consent Decree/Order or other) and forty-four (44) projects (EPA, State Consent Decree/Order or other) in which they provided planning, engineering, design and/or management services as a prime to support a project or program driven by an enforcement action. One of the nine (9) projects - Nashville and Davidson County, AECOM indicated that they were the prime on the 1st – State Consent Order and sub-consultant on the 2nd - EPA Consent Order for wet weather.

David Haywood, Program Manager, AECOM, stated at the responsibility review meeting that he managed three Consent Decree engagements (City of Akron, City of Indianapolis and City of Atlanta) and described his role on those engagements. The chart below depicts Mr. Haywood's role for each of these engagements.

Agency	Role – David Haywood
City of Atlanta	The City Atlanta had two (2) Consent Decrees. The 1st was for Combined Sewer Overflow (CSO), Project Manager for Montgomery Watson Harza (MWH) in charge of the CSO management plan, requirement of the 1st Consent Decree. The 2nd Consent Decree (1st amendment to the Consent Decree), Deputy Program Manager for MWH and was responsible for two of the Capacity, Management, Operation & Maintenance Programs (CMOM), Capacity Certification Program and the Rainfall Program.
City of Indianapolis	CSO / Consent Decree Program - Program Manager for MWH. Responsible for oversight of the program, negotiations with USEPA, overseeing design, feasibility studies and document management.
City of Akron	Lead Program Manager for AECOM. Responsible for regulatory effort, negotiating with USEPA, Department of Justice (DOJ) and Ohio EPA, design standards, technical services, CMOM, construction projects and construction management.

Mr. Haywood advised that to his knowledge there were no performance issues on any of the referenced engagements. In response to a request to identify issues with any of the engagements he was involved in during of these contracts, Mr. Haywood stated that were no performance issues with the City of Atlanta and Akron. For the City of Indianapolis, the City had two (2) Program Managers, one for the CSO (MWH) and another for other service areas. Prior to the end date of the contract, the City decided that the Storm Water Program Manager to take control of the two programs (CSO and other service areas). The decision was not based on performance concerns.

On the AECOM Table of Organization included in their proposal, Ms. Roseanne Cardozo of Cardozo Engineering Inc. (Cardozo) is listed as the sub-consultant responsible for Consent Decree Compliance. At the January 16, 2014 Mayoral Advisory Committee meeting, Ms. Cardozo indicated to the Committee that she negotiated first two Consent Decrees, as well as the current (third) one for WASD. The following denotes statements made by Ms. Roseanne Cardozo and Mr. Paul DeKeyser during AECOM's presentation at the January 16, 2014 Mayoral Advisory Committee meeting:

> Roseanne Cardozo: "People only think that there is only one Consent Decree, but actually I negotiated the two Consent Decrees and this third one with the Department, with the Department."
>
> Paul DeKeyser: "Roseanne Cardozo helped negotiate, helped write the sections of the Consent Decree."

Subsequent to the February 25, 2014 responsibility review meeting, AECOM was asked to submit information on Cardozo's involvement and support in the WASD negotiations of the current and/or previous Consent Decrees. The information was to include the contract(s) under which these services were provided, any task orders associated with these services, and any supporting documents in which Ms. Cardozo participated in negotiations or drafting of language of the current and/or previous WASD Consent Decrees. A response to the request for information was provided by AECOM on March 13, 2014. In addition to the documents provided by AECOM, documents were also provided by WASD and the County Attorney's Office. Interviews were held with a former, and current County employees, both knowledgeable of the details and staffing involved in the negotiations process that led to the current settlement agreement. Review of the documents from AECOM and additional research included:

- Emails from Ms. Cardozo to WASD staff;
- Memoranda from WASD staff and the County Attorney's Office
- Meeting minutes and memoranda from Cardozo Engineering, Inc. (Cardozo);
- Scopes of services, task orders from MWH Americas, Inc. (MWH) to Cardozo;
- 2011 CMOM Self-Assessment Report submitted by MWH, Prime Consultant, prepared by MWH and Cardozo to WASD;
- Correspondence from MWH to WASD regarding consent decree negotiations.

The review of the documents indicated that Cardozo was a member of the MWH team at the time of the first and second WASD Consent Decrees, and that the firm conducted the CMOM self-assessment which is the precursor for the current Consent Decree. A CMOM self-assessment is of critical importance as it the basis for providing injunctive relief for the County, and outlines specific activities that are in order to comply with the EPA requirements that led to the approval of the current Consent Decree. MWH/Cardozo assisted WASD with negotiations of the first and second Consent Decree. The 2011 CMOM self-assessment report submitted to WASD by MWH as the prime consultant, and prepared by both MWH and Cardozo was submitted to the EPA for review and evaluation and became the basis for the development of the terms and conditions of the current (third) Consent Decree. The experience of the Cardozo firm is an integral part of the team's overall capabilities in regard to the scope of services in the referenced solicitation. The documents staff reviewed did not indicate Ms. Cardozo's direct or indirect involvement with WASD negotiations with the EPA for the current (third) Consent Decree. However, her firm was involved in the prior two Consent Decrees and the CMOM assessment for the latest Consent Decree.

In addition to the review of the documentation submitted, staff spoke with a WASD Assistant County Attorney, WASD Deputy and Assistant Directors, and a former WASD Assistant Director of Wastewater Operations, in regard to Ms. Cardozo's involvement with negotiations of the Consent Decrees for WASD. These consultations confirmed that Cardozo was part of the contracted team assisting WASD with the previous two Consent Decrees, but not with the negotiations of the current one.

Misrepresentation of information by firms or their team members poses concerns. County Selection and Evaluation Committees rely, in substantial part, on the proposals submitted, and the written and oral responses provided in the deliberative process aimed at selecting the highest qualified firm(s).

AECOM identified two (2) lawsuits regarding termination for cause from an engagement with a client. These are matters involving the City of Sarasota in regard to a complaint for damages in connection with the design and construction a sewage lift station and sewer line; and a second matter involving Tyco Healthcare/Covidien for a complaint alleging breach of contract and negligence related to a site decommissioning project. AECOM advised that they are contesting each of the terminations. In addition to the referenced lawsuits, the County requested that AECOM submit litigation history regarding contractual performance issues, including breach or termination for cause from an engagement with a client, and/or any errors and omissions for relief based on performance/design/management deficits within the past five years. AECOM was asked to submit the scopes of services for those contracts in litigation. It is not unusual to see active litigation for large companies doing business with numerous public and private entities. The results of the review of the available information regarding the firm's litigation history did not raise concerns. AECOM has no outstanding judgments. Subsequent to the responsibility review meeting, AECOM provided releases from the City of Charleston for two liens.

AECOM advised that to the best of their knowledge they were not under criminal investigation but have been the subject of various allegations. Subsequent to the responsibility review meeting, AECOM advised that in May, 2011 the U.S. Attorney's Office (USAO) and the EPA advised of an investigation regarding potential criminal charges in connection with contracted services provided by AECOM Technical Services, Inc. to the operator of the Waimanalo Gulch Sanitary Landfill in Hawaii. AECOM reported ongoing discussions with USAO regarding resolution. County staff contacted the USAO in the District of Hawaii to gather information regarding this matter. The Assitant U.S. Attorney handling the matter was not able to comment or release information regarding due to confidentiality requirements.

Client references provided by AECOM for similar projects included in their proposal were verified to ascertain the quality of services (firm's responsiveness to the Owner's needs, communication between the firm and Owner, and performance of the firm). The majority of the verifications received indicated AECOM's performance as "very good". Additionally, AECOM has thirty-one evaluations in Miami Dade County's Capital Improvements Information System database with an average rating of 3.7 out of 4.

Conclusion

A careful and detailed review of the information reviewed regarding AECOM establishes that, in regard to the scope of services for the Program and Construction Management Services Contract Related to Wastewater Projects, the firm has the following:

- Appropriate financial capacity to carry out this long term contract;
- Substantial technical and management capacity with the required expertise to perform the required services for the referenced project;
- Sound procedures and tools in place to ensure accuracy and appropriate controls for contract oversight, for their firm and sub-consultants, to ensure compliance with invoice reviews and task orders; and
- Procedures in place for timely payments to their sub-consultants.

The results of the County's responsibility review indicate that the AECOM team has the technical and financial resources and capacity required to carry out the contractual responsibilities to effectively

manage the implementation of the required scope of services. In regard to issues of capacity for the referenced contract, AECOM is found to be a responsible firm. It is important to note that the veracity of the allegations made against AECOM by the CH2M representative have been addressed by the OIG Report of April 28, 2014.

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 02/04/2009 **To:** 02/04/2014

FIRM NAME: AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC.
800 Douglas Entrance North Tower , 2nd Fl
Coral Gables, FL 33134-0000

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
E11-SEA-03	1	SP	GOAL CBE 19%	12/04/2012	$5,500,000.00
PROGRAM MANAGEMENT CONSULTANT (PMC) (SIC 871)					
					$5,500,000.00

Total Award Amount	$5,500,000.00
Total Change Orders Approved by BCC	$3,600,000.00

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PE	E01-DERM-04, EP-40	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	2/25/2006		Project conclusion or closeout	3.0
PE	E01-DERM-01-4	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/1/2006		None	3.0
WS	E01-WASD-05, Project 2 WO: Task 04	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	7/21/2006	Rafael J. Ballesteros	Project conclusion or closeout	4.0
WS	E01-WASD-05, Project 2 WO: Task 03	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	8/9/2006	Sylvia Gonzalez	Project conclusion or closeout	4.0
WS	E04-WASD-05 WO: Task 02	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	10/15/2007	Sylvia Gonzalez	Project conclusion or closeout	2.9
WS	E04-WASD-05 WO: 05	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/27/2010	Daniel Edwards	Completion of study or design	4.0
WS	E07-WASD-09 WO: 4	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	10/15/2010	Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 3	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	10/15/2010	Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 2	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/2/2010	Lin Li	Interim	3.3
WS	E07-WASD-09 WO: 1	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	10/21/2010	Lin Li	Interim	3.6
WS	E07-WASD-09 WO: 6	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/11/2011	Lin Li	Interim	3.7
WS	E07-WASD-09 WO: 5	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/11/2011	Lin Li	Interim	3.8
WS	E07-WASD-09 WO: 7	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/12/2011	Lin Li	Interim	3.9
WS	E07-WASD-05 (A) WO: Task No.1	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/31/2011	James Ferguson	Interim	3.7
WS	E04-WASD-05 WO: Task 04	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/11/2011	Peter M Jelonek	Completion of study or design	3.8
WS	E04-WASD-	PSA	AECOM Technical	3/11/2011	Peter M Jelonek	Completion of	3.9

	05 WO: 08A	Services, Inc. (f/k/a Earth Tech, Inc.)			study or design		
WS	E04-WASD-05 WO: 09 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/11/2011	Peter M Jelonek	Completion of study or design	3.9	
WS	E07-WASD-09 WO: 1 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	4/25/2011	Lin Li	Completion of study or design	3.8	
WS	E07-WASD-09 WO: 1 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	4/25/2011	Lin Li	Completion of study or design	3.8	
WS	E07-WASD-09 WO: 9 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	7/22/2011	Lin Li	Completion of study or design	3.8	
WS	E04-WASD-05 WO: 07 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	8/25/2011	Peter M Jelonek	Project conclusion or closeout	3.9	
WS	E07-WASD-09 WO: 6 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	11/30/2011	Lin Li	Completion of study or design	3.8	
WS	E07-WASD-09 WO: 11 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	6/21/2012	Lin Li	Completion of study or design	3.9	
WS	E07-WASD-09 WO: 12 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	11/9/2012	Lin Li	Completion of study or design	3.8	
WS	E07-WASD-09 WO: 8 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	4/30/2013	Lin Li	Completion of study or design	3.7	
WS	E07-WASD-09 WO: 14 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	7/3/2013	Lin Li	Interim	3.9	
WS	E04-WASD-05 WO: 05 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	9/27/2013	Peter M Jelonek	Completion of study or design	4.0	
WS	E04-WASD-05 WO: 11 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	9/27/2013	Peter M Jelonek	Completion of study or design	3.9	
WS	E07-WASD-09 WO: 14 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/2/2014	Lin Li	Completion of study or design	3.9	
WS	E04-WASD-05 WO: 10 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/7/2014	Maria A. Valdes	Project conclusion or closeout	4.0	
WS	E07-WASD-09 WO: 5 PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/14/2014	Lin Li	Completion of study or design	3.3	

Evaluation Count: 31 Contractors: 1 Average Evaluation: 3.7

Exit

UPGRADE OF MIAMI SPRINGS PUMP STATIONS - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 967730

DESCRIPTION: Upgrade electrical control panels, pumps and proprietary SCADA system
LOCATION: Various Sites — District Located: 6
Various Sites — District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
BBC GOB Financing	0	71	200	0	0	0	0	0	271
BBC GOB Series 2008B-1	559	0	0	0	0	0	0	0	559
BBC GOB Series 2011A	8	0	0	0	0	0	0	0	8
TOTAL REVENUES:	567	71	200	0	0	0	0	0	838
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	567	71	200	0	0	0	0	0	838
TOTAL EXPENDITURES:	567	71	200	0	0	0	0	0	838

WASTEWATER COLLECTION AND TRANSMISSION LINES - CONSENT

PROJECT #: 968150

DESCRIPTION: Design, construct, and rehabilitate collection and transmission infrastructure lines to comply with EPA Consent Decree
LOCATION: Various Sites — District Located: Countywide
Throughout Miami-Dade County — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	40,919	1,151	1,276	0	0	0	0	0	43,346
Wastewater Renewal Fund	5,321	0	0	0	0	0	0	0	5,321
Future WASD Revenue Bonds	0	0	24,986	78,787	97,169	36,557	25,786	79,174	342,459
WASD 2013 Revenue Bond	22,355	0	0	0	0	0	0	0	22,355
WASD Revenue Bonds Sold	56,661	0	0	0	0	0	0	0	56,661
TOTAL REVENUES:	125,256	1,151	26,262	78,787	97,169	36,557	25,786	79,174	470,142
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	7,922	3,131	3,134	8,379	9,474	3,564	2,514	7,720	45,838
Construction	73,338	28,982	29,007	77,562	87,696	32,993	23,272	71,454	424,304
TOTAL EXPENDITURES:	81,260	32,113	32,141	85,941	97,170	36,557	25,786	79,174	470,142

WASTEWATER PIPES AND INFRASTRUCTURE PROJECTS

PROJECT #: 968750

DESCRIPTION: Replace and install new pipelines in areas requiring service improvements
LOCATION: Various Sites — District Located: Systemwide
Various Sites — District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	16,250	3,000	3,000	3,000	3,000	3,000	3,000	0	34,250
WASD Revenue Bonds Sold	1,642	0	0	0	0	0	0	0	1,642
TOTAL REVENUES:	17,892	3,000	3,000	3,000	3,000	3,000	3,000	0	35,892
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	2,859	479	479	479	479	479	480	0	5,734
Construction	15,033	2,521	2,521	2,521	2,521	2,521	2,520	0	30,158
TOTAL EXPENDITURES:	17,892	3,000	3,000	3,000	3,000	3,000	3,000	0	35,892

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AUTOMATION OF WATER TREATMENT PLANTS

PROJECT #: 963110

DESCRIPTION: Construct facilities and install equipment to automate functions at water treatment plants

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
Water Connection Charges	765	0	0	0	0	0	0	0	765
Future WASD Revenue Bonds	0	0	750	252	0	0	0	0	1,002
WASD 2013 Revenue Bond	750	0	0	0	0	0	0	0	750
WASD Revenue Bonds Sold	1,062	0	0	0	0	0	0	0	1,062
TOTAL REVENUES:	2,577	0	750	252	0	0	0	0	3,579
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	1,827	750	750	252	0	0	0	0	3,579
TOTAL EXPENDITURES:	1,827	750	750	252	0	0	0	0	3,579

WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS

PROJECT #: 964120

DESCRIPTION: Design, construct, and rehabilitate infrastructure at wastewater treatment plants to comply with EPA Consent Decree

LOCATION: Various Sites
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	9,806	41,147	108,524	98,951	149,354	599,779	1,007,561
WASD 2013 Revenue Bond	8,404	0	0	0	0	0	0	0	8,404
WASD Revenue Bonds Sold	10,802	0	0	0	0	0	0	0	10,802
TOTAL REVENUES:	19,206	0	9,806	41,147	108,524	98,951	149,354	599,779	1,026,767
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	1,053	819	957	4,011	10,581	9,648	14,562	58,479	100,110
Construction	9,749	7,585	8,849	37,136	97,943	89,303	134,792	541,300	926,657
TOTAL EXPENDITURES:	10,802	8,404	9,806	41,147	108,524	98,951	149,354	599,779	1,026,767

Estimated Annual Operating Impact will begin in FY 2018-19 in the amount of $50,000,000

NEEDS ASSESSMENTS PROJECTS - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 964350

DESCRIPTION: Construction of water and sewer enhancements including water mains, pipelines and sewer collection systems

LOCATION: Various Sites
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
BBC GOB Financing	595	4,029	6,754	4,026	4,028	2,790	3,882	0	26,104
BBC GOB Series 2005A	1,686	0	0	0	0	0	0	0	1,686
BBC GOB Series 2008B	1,504	0	0	0	0	0	0	0	1,504
BBC GOB Series 2008B-1	2,288	0	0	0	0	0	0	0	2,288
TOTAL REVENUES:	6,073	4,029	6,754	4,026	4,028	2,790	3,882	0	31,582
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Land/Building Acquisition	0	265	0	0	0	0	0	0	265
Planning and Design	1,997	405	164	13	0	0	0	0	2,519
Construction	4,136	2,958	6,516	4,013	4,028	2,790	3,882	0	28,323
Project Administration	0	401	74	0	0	0	0	0	475
TOTAL EXPENDITURES:	6,073	4,029	6,754	4,026	4,028	2,790	3,882	0	31,582

WATER MAIN EXTENSIONS

PROJECT #: 9651051

DESCRIPTION: Construct water main extensions funded from the special construction fund, including special taxing districts
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
Water Special Construction Fund	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781
TOTAL REVENUES:	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781
TOTAL EXPENDITURES:	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781

SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS

PROJECT #: 9651061

DESCRIPTION: Construct piping improvements to pump station number 536 and force main upgrade in SW 117 Ave
LOCATION: Wastewater System - South District Area
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
Wastewater Connection Charges	968	0	0	0	0	0	0	0	968
Future WASD Revenue Bonds	0	0	5,430	3,200	3,800	6,622	0	0	19,052
WASD 2013 Revenue Bond	1,050	0	0	0	0	0	0	0	1,050
WASD Revenue Bonds Sold	172	0	0	0	0	0	0	0	172
TOTAL REVENUES:	2,190	0	5,430	3,200	3,800	6,622	0	0	21,242
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	45	42	217	128	151	264	0	0	847
Construction	749	669	3,565	2,101	2,495	4,347	0	0	13,946
Equipment Acquisition	346	319	1,648	971	1,154	2,011	0	0	6,449
TOTAL EXPENDITURES:	1,140	1,050	5,430	3,200	3,800	6,622	0	0	21,242

PUMP STATION IMPROVEMENTS PROGRAM

PROJECT #: 9651071

DESCRIPTION: Upgrade pump stations systemwide to meet forecasted demands
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
Wastewater Connection Charges	3,419	0	0	0	0	0	0	0	3,419
Wastewater Renewal Fund	1,410	0	0	0	0	0	0	0	1,410
Future WASD Revenue Bonds	0	0	0	50,000	25,000	25,000	0	0	100,000
WASD 2013 Revenue Bond	82,600	0	0	0	0	0	0	0	82,600
WASD Revenue Bonds Sold	10,190	0	0	0	0	0	0	0	10,190
TOTAL REVENUES:	97,619	0	0	50,000	25,000	25,000	0	0	197,619
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	2,379	2,788	10,298	7,920	3,960	3,960	0	0	31,303
Construction	12,640	14,812	54,704	42,080	21,040	21,040	0	0	166,316
TOTAL EXPENDITURES:	15,019	17,600	65,000	50,000	25,000	25,000	0	0	197,619

SEWER PUMP STATION SYSTEMS - CONSENT DECREE PROJECTS

PROJECT #: 964440

DESCRIPTION: Design, construct, and rehabilitate pump stations infrastructure systems to comply with EPA Consent Decree
LOCATION: Various Sites
Throughout Miami-Dade County
District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	1,006	195	0	0	0	0	0	0	1,201
Future WASD Revenue Bonds	0	0	9,708	16,481	33,716	31,076	6,057	0	97,038
WASD 2013 Revenue Bond	7,126	0	0	0	0	0	0	0	7,126
WASD Revenue Bonds Sold	1,403	0	0	0	0	0	0	0	1,403
TOTAL REVENUES:	9,535	195	9,708	16,481	33,716	31,076	6,057	0	106,768
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	235	714	947	1,607	3,287	3,030	591	0	10,411
Construction	2,174	6,607	8,761	14,874	30,429	28,046	5,466	0	96,357
TOTAL EXPENDITURES:	2,409	7,321	9,708	16,481	33,716	31,076	6,057	0	106,768

Estimated Annual Operating Impact will begin in FY 2018-19 in the amount of $1,200,000

MUNI/WASD PROJECTS - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 964490

DESCRIPTION: Replace and upgrade water distribution and sewer collection system
LOCATION: Various Sites
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
BBC GOB Financing	0	0	0	0	1,200	10,727	7,968	0	19,895
TOTAL REVENUES:	0	0	0	0	1,200	10,727	7,968	0	19,895
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	0	0	0	0	0	1,100	2,100	0	3,200
Construction	0	0	0	0	1,200	9,627	5,868	0	16,695
TOTAL EXPENDITURES:	0	0	0	0	1,200	10,727	7,968	0	19,895

FLORIDA AQUIFER W.T.P. (HIALEAH) - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 964520

DESCRIPTION: Construct a reverse osmosis water treatment plant in the City of Hialeah
LOCATION: Hialeah
Hialeah
District Located: 13
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
BBC GOB Financing	0	500	0	0	0	0	0	0	500
BBC GOB Series 2005A	9,500	0	0	0	0	0	0	0	9,500
TOTAL REVENUES:	9,500	500	0	0	0	0	0	0	10,000
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	9,500	500	0	0	0	0	0	0	10,000
TOTAL EXPENDITURES:	9,500	500	0	0	0	0	0	0	10,000

Department: Water and Sewer 2/10/2014 10:02:34 AM

BUDGET PROJECT 9651071 - (As per 2013-2014 Approved Budget)

Project Title: 9651071-PUMP STATION IMPROVEMENTS PROGRAM

Project Desc: Upgrade pump stations systemwide to meet forecasted demands

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Future WASD Revenue B	0	0	0	0	0	0	50,000,000	50,000,000	100,000,000
Future WASD Revenue B	0	0	0	0	0	0	0	0	0
WASD 2013 Revenue Bon	0	0	0	82,600,000	0	0	0	0	82,600,000
WASD Revenue Bonds So	0	0	10,190,000	0	0	0	0	0	10,190,000
WASD Revenue Bonds So	0	0	0	0	0	0	0	0	0
WASD Wastewater Comme	0	0	0	0	0	0	0	0	0
Wastewater Connection	0	0	3,419,000	0	0	0	0	0	3,419,000
Wastewater Connection	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Renewal Fu	0	0	1,410,000	0	0	0	0	0	1,410,000
Wastewater Renewal Fu	0	0	0	0	0	0	0	0	0

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
68611 - Various Locations-Budget	0	0	15,019,000	82,600,000	0	0	50,000,000	50,000,000	197,619,000
Desc: Upgrade pump stations systemwide to meet forecasted demands.									
72351 - 111 NW 1 ST 33128	0	0	0	0	0	0	0	0	0
Desc: TEST SITE									
Total: Count 2	0	0	15,019,000	82,600,000	0	0	50,000,000	50,000,000	197,619,000

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	11	0	0	35,660,000	35,962,000	19,867,000	10,781,000	15,578,000	17,100,000	10,200,000	21,500,000	0	0	0	0	0	0	0	0	0	166,648,000.00
CIIS Proposed MS:	14	0	0	0	35,574,000	7,894,000	13,142,000	13,078,000	11,600,000	5,700,000	0	0	0	0	0	0	0	0	0	0	86,988,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 9651071

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
PW	20070487	PTP Roadway Improvements Along SW 157 Avenue, from SW 120 Street to SW 112 Street, located within Commission District 11	$2,293,023.12	$0.00	$7,546,219.80
PW	20070487	PTP Roadway Improvements Along SW 157 Avenue, from SW 120 Street to SW 112 Street, located within	$0.00	$1,267,224.72	$7,546,219.80

		Commission District 11			
PW	20070626	PTP Roadway Improvements along SW 157 Avenue, from SW 136 Street to SW 120 Street and along SW 136 Street, from the new SW 157 Avenue to SW 152 Avenue	$0.00	$2,614,956.20	$10,007,270.12
PW	20070626	PTP Roadway Improvements along SW 157 Avenue, from SW 136 Street to SW 120 Street and along SW 136 Street, from the new SW 157 Avenue to SW 152 Avenue	$3,046,249.27	$0.00	$10,007,270.12
PW	20100394	Roadway Widening on SW 184 Street, from SW 137 Avenue to SW 147 Avenue	$1,654,267.38	$0.00	$4,749,062.10
PW	20100394	Roadway Widening on SW 184 Street, from SW 137 Avenue to SW 147 Avenue	$0.00	$1,320,946.93	$4,749,062.10
PW	20110194	PTP Roadway Improvements along NW 87 Avenue, from NW 154 Street to NW 186 Street	$1,617,047.19	$0.00	$13,033,315.61
WS	E13-WASD-01	Program and Construction Management Services related to the Wastewater System Priority Projects	$4,970,000.00	$0.00	$0.00
WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$4,970,000.00	$0.00	$7,800,000.00
WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$0.00	$4,970,000.00	$7,800,000.00
WS	E13-WASD-02	Program and Construction Management and related services for the Implementation of a Pump Station Improvement Program.	$0.00	$17,600,000.00	$17,600,000.00
WS	E13-WASD-02	Program and Construction Management and related services for the Implementation of a Pump Station Improvement Program.	$13,200,000.00	$0.00	$17,600,000.00
WS	E13-WASD-03	Design Services for the Implementation of a Pump Station Improvement Program	$16,500,000.00	$0.00	$0.00

WS	7360: P0040	UPGRADE OF SEWAGE PUMP STATION 0522	$1,428,936.00	$0.00	$1,445,270.00
WS	S-700A-01	Repairs or installations of Pump Stations and associated systems for a two year period to be extended for an additional two years, one at a time	$0.00	$700,000.00	$700,000.00
WS	S-739A	Installation of a 36-Inch Force Main at SW 157th Avenue from the North Bank of Canal C-1W to Hammocks Boulevard	$1,966,000.00	$0.00	$1,316,228.64
WS	S-739A	Installation of a 36-Inch Force Main at SW 157th Avenue from the North Bank of Canal C-1W to Hammocks Boulevard	$0.00	$1,316,228.64	$1,316,228.64
WS	S-827	Installation of Approx. 4600 L.F. of 10" and 12" F.M. from P.S. 427 to the 16" F.M. at Intersection of NW 191st Street and NW 37th Avenue	$1,250,000.00	$0.00	$880,297.80
WS	S-827	Installation of Approx. 4600 L.F. of 10" and 12" F.M. from P.S. 427 to the 16" F.M. at Intersection of NW 191st Street and NW 37th Avenue	$0.00	$880,297.80	$880,297.80
WS	7040: T1308	Upgrade Sewage Pump Station No.007	$475,568.15	$0.00	Cancelled
WS	7040: T1308R	Upgrade Sewage Pump Station No. 007	$440,501.70	$0.00	$367,040.95
WS	7040: T1310	UPGRADE OF PUMP STATION 0320	$305,118.79	$0.00	$318,837.50
WS	7040: T1338	Upgrade Sewage Pump Station # 0427	$523,086.71	$0.00	Cancelled
WS	7040: T1338R	Upgrade Sewage Pump Station # 0427	$523,086.71	$0.00	$510,760.00
WS	7040: T1461	Upgrade of Sewage Pump Station # 640	$348,505.34	$0.00	$312,046.75
WS	7040: T1473	Installation of 8-inch ductile iron pipe force main	$237,875.00	$0.00	$259,300.65
WS	7040: T1482	Upgrade Sewage Pump Station # 343	$261,544.78	$0.00	$313,943.00
WS	7040: T1537	Upgrade of sewage pump station # 0086	$415,000.00	$0.00	$385,248.85
WS	7040: T1665	Upgrade Sewage Pump Station # 0492	$434,978.56	$0.00	$416,532.30
WS	7040: T1705R	Replace Rheem Unit & Install Stainless Duct Work to Purafil	$10,100.00	$0.00	$9,570.00

		Air Unit			
WS	7040: T1706	Install Stainless Duct Work to Purafil Air Filtration Unit	$3,500.00	$0.00	Cancelled
WS	7040: T1757	Upgrade to Sewage Pump Station # 11	$727,120.92	$0.00	$1,141,062.20
WS	7040: T1758	Upgrade Sewage Pump Station # 9	$652,282.29	$0.00	$899,254.00
		Total Allocated:	$57,251,637.05	$30,669,654.29	

Current Contracts for Sites of Project 9651071

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
WS	#68611	S-700A-01	$0.00
WS	#68611	S-700A-01	$595,500.00
WS	#68611	S-700B-R2-01	$229,485.00
WS	#68611	T1473	$237,875.00
WS	#68611	T1461	$348,505.34
WS	#68611	T1482	$261,544.78
WS	#68611	T1665	$434,978.56
WS	#68611	T1537	$415,000.00
WS	#68611	T1705R	$10,100.00
WS	#68611	E13-WASD-02	$17,600,000.00
WS	#68611	T1757	$727,120.92
WS	#68611	T1758	$652,282.29
		Total Allocated:	$21,512,391.89

Search for Site Number
Search for Budget Project Number

Department: Water and Sewer 2/10/2014 10:03:04 AM

BUDGET PROJECT 964440 - (As per 2013-2014 Approved Budget)

Project Title: 964440-SEWER PUMP STATION SYSTEMS - CONSENT DECREE PROJECTS

Project Desc: Design, construct, and rehabilitate pump stations infrastructure systems to comply with EPA Consent Decree

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Future WASD Revenue B	0	0	0	0	0	9,708,000	16,481,000	70,849,000	97,038,000
WASD 2013 Revenue Bon	0	0	0	7,126,000	0	0	0	0	7,126,000
WASD Revenue Bonds So	0	0	1,403,000	0	0	0	0	0	1,403,000
Wastewater Connection	0	0	1,006,000	0	195,000	0	0	0	1,201,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
77289 - Various Sewer Pump Station Compliance	0	0	2,409,000	7,126,000	195,000	9,708,000	16,481,000	70,849,000	106,768,000

Desc: Consent Decree infrastructure compliance projects at various pump station systems.

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
CIIS Proposed MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00

PROJECT REPORT 4

EXIT

Current Contracts for Project 964440

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	E13-WASD-01	Program and Construction Management	$7,470,000.00	$0.00	$0.00

35

		Services related to the Wastewater System Priority Projects			
WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$7,470,000.00	$0.00	$7,800,000.00
WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$0.00	$7,470,000.00	$7,800,000.00
		Total Allocated:	$14,940,000.00	$7,470,000.00	

Current Contracts for Sites of Project 964440

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
WS	#77289	E13-WASD-01	$0.00

Search for Site Number
Search for Budget Project Number

Department: Water and Sewer

2/10/2014 10:03:19 AM

BUDGET PROJECT 968150 - (As per 2013-2014 Approved Budget)

Project Title: 968150-WASTEWATER COLLECTION AND TRANSMISSION LINES - CONSENT

Project Desc: Design, construct, and rehabilitate collection and transmission infrastructure lines to comply with EPA Consent Decree

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Future WASD Revenue B	0	0	0	0	0	24,986,000	78,787,000	238,686,000	342,459,000
Future Wastewater Rev	0	0	0	0	0	0	0	0	0
WASD 2013 Revenue Bon	0	0	0	22,355,000	0	0	0	0	22,355,000
WASD Revenue Bonds So	0	0	56,661,000	0	0	0	0	0	56,661,000
Wastewater Connection	0	0	38,919,000	2,000,000	1,151,000	1,276,000	0	0	43,346,000
Wastewater Renewal Fu	0	0	4,448,000	873,000	0	0	0	0	5,321,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
77288 - Various Transmission and Collection Lines	0	0	100,028,000	25,228,000	1,151,000	26,262,000	78,787,000	238,686,000	470,142,000

Desc: Consent Decree infrastructure projects at various collection and transmission lines

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	4	0	0	0	0	0	0	92,845,000	2,000,000	26,517,000	26,262,000	78,787,000	97,169,000	36,557,000	25,786,000	79,174,000	0	0	0	0	465,097,000.00
CIIS Proposed MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 968150

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	DB12-WASD-01	Design-Build Services for the replacement of the existing 54-inch sanitary sewage force main pipeline from the Central District Wastewater Treatment Plant to Fisher Island under, Norris Cut Channel	$0.00	$0.00	$14,834,170.32
WS	E13-WASD-01	Program and Construction Management Services related to the Wastewater System Priority Projects	$9,370,000.00	$0.00	$0.00
WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$9,370,000.00	$0.00	$7,800,000.00
WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$0.00	$9,370,000.00	$7,800,000.00

WS	E13-WASD-04	Design Services for Wastewater Collection and Transmission Systems related to Consent Decree Projects	$44,000,000.00	$0.00	$0.00

Total Allocated: $62,740,000.00 $9,370,000.00

There are no Contracts for Sites of Project 968150

Search for Site Number
Search for Budget Project Number

Department: Water and Sewer 2/10/2014 10:03:40 AM

BUDGET PROJECT 964120 - (As per 2013-2014 Approved Budget)

Project Title: 964120-WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS

Project Desc: Design, construct, and rehabilitate infrastructure at wastewater treatment plants to comply with EPA Consent Decree

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Future WASD Revenue B	0	0	0	0	0	9,806,000	41,147,000	956,608,000	1,007,561,000
WASD 2013 Revenue Bon	0	0	0	8,404,000	0	0	0	0	8,404,000
WASD Revenue Bonds So	0	0	10,802,000	0	0	0	0	0	10,802,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
77287 - Various Plants	0	0	10,802,000	8,404,000	0	9,806,000	41,147,000	956,608,000	1,026,767,000

Desc: Consent Decree infrastructure projects at various wastewater treatment plants.

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
CIIS Proposed MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00

PROJECT REPORT 4

EXIT

Current Contracts for Project 964120

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	E13-WASD-01	Program and Construction Management Services related to the Wastewater System Priority Projects	$63,990,000.00	$0.00	$0.00

35

WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$63,990,000.00	$0.00	$7,800,000.00
WS	E13-WASD-01-R	Program and Construction Management Services related to the Wastewater System Priority Projects	$0.00	$63,990,000.00	$7,800,000.00
WS	E13-WASD-05	Design Services for Wastewater Treatment Plants related to Consent Decree Projects	$66,000,000.00	$0.00	$0.00
		Total Allocated:	$193,980,000.00	$63,990,000.00	

There are no Contracts for Sites of Project 964120

Search for Site Number
Search for Budget Project Number

Letter of Agreement (LOA)

Community Business Enterprise Program

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: AECOM Technical Services, Inc.

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-01R , the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: 300 Engineering Group, P.A.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
300 Engineering Group, P.A.	13744	03/31/2015	6.01, 6.02, 6.03, 16.00, 17.00	8.5%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Proposer's / Design Builder Signature | Ron Armstrong, P.E., Senior Vice- President (Proposer's / Design-Builder's Name/Title (Print)) | 6/19/13 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature | 6/19/2013 Date

Franklin A. Torreiba | Director

CBE Subconsultant Name (Print) | Title

300 Engineering Group, P.A.

Name of CBE-A/E Firm

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 13744
Approval Date: 04/04/2013 - CBE Tier 1
Expiration Date: 03/31/2015

April 4, 2013

Mr. Franklin Torrealba
300 ENGINEERING GROUP, P.A.
8425 NW 68 St
Miami, FL 33166-0000

Dear Mr. Torrealba:

Miami Dade County Small Development (SBD) under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Small Business Enterprise (SBE) in accordance with section 2-10.4.01 of the Code of Miami Dade County.

This certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date of February 22, 2014 and there are no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm. Pursuant to the applicable section of the code as listed above, "once your firm has been decertified, your firm shall not be eligible to re-apply for certification for twelve (12) months from the time of the decertification."

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with goals. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract goals. The directory for all certified firms can be accessed on the Miami Dade County RER website http://www.miamidade.gov/business/business-certification-programs.asp.

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL (CBE)
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACILI (CBE)
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT (CBE)
GENERAL CIVIL ENGINEERING (CBE)
ENGINEERING CONSTRUCTION MANAGEMENT (CBE)
ENGINEERING SERVICES (CBE)

Delivering Excellence Every Day

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: AECOM Technical Services, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-01R, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Cardozo Engineering, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Cardozo Engineering, Inc.	470	10/31/2014	6.01, 6.02, 6.03, 16.00, 17.00	9%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Proposer's / Design Builder Signature | Ron Armstrong, P.E., Senior Vice- President (Proposer's / Design-Builder's Name/Title (Print)) | 6/19/13 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature | Date: 6/21/13

ROSANNIE N. CARDOZO | PRESIDENT
CBE Subconsultant Name (Print) | Title

CARDOZO ENGINEERING, INC
Name of CBE-A/E Firm

MIAMI-DADE COUNTY
miamidade.gov

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

September 6, 2011

CERT. NO: 470
Approval Date: 10/31/2011 - CBE Tier 2
Expiration Date: 10/31/2014

ANNUAL ANNIVERSARY: 10/31/2012

Ms. Rosanne Cardozo
CARDOZO ENGINEERING, INC.
8405 NW 53rd St, Suite A-215
Miami, FL 33166

Dear Ms. Cardozo:

The Department of Small Business Development (SBD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Community Business Enterprise (CBE) in accordance with section 2-10.4.01 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County SBD website http://www.miamidade.gov/sba .

Thank you for doing business with Miami Dade County.

Sincerely,

Penelope Townsley
Director

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL (CBE)
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACIL (CBE)
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT (CBE)
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV (CBE)
GENERAL MECHANICAL ENGINEERING (CBE)
GENERAL CIVIL ENGINEERING (CBE)
ENGINEERING CONSTRUCTION MANAGEMENT (CBE)
ADA TITLE II CONSULTANT (CBE)
ENGINEERING SERVICES (CBE)

Service Excellence Every Day

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: AECOM Technical Services, Inc.

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-01R , the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Program Controls, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Program Controls, Inc.	15152	12/31/2015	17.00, 19.06	10%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

R. Armstrong — Ron Armstrong, P.E., Senior Vice- President — 6/19/13

Proposer's / Design Builder Signature | Proposer's / Design-Builder's Name/Title (Print) | (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

Ashish Kumar — 6/21/13

CBE Subconsultant Signature | Date

ASHISH KUMAR — PRESIDENT

CBE Subconsultant Name (Print) | Title

PROGRAM CONTROLS INC.

Name of CBE-A/E Firm

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 15152
Approval Date: 12/10/2012 - CBE Tier 2
Expiration Date: 12/31/2015

ANNUAL ANNIVERSARY: 12/10/2013

December 10, 2012

Mr. Ashish Kumar
PROGRAM CONTROLS, INC.
5201 Blue Lagoon Dr, 8th Fl
Miami, FL 33126-0000

Dear Mr. Kumar:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Community Business Enterprise (CBE) in accordance with section 2-10.4.01 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County RER website http://www.miamidade.gov/business/business-certification-programs.asp.

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
ENGINEERING CONSTRUCTION MANAGEMENT (CBE)
VALUE ANALYSIS/LIFE-CYCLE COSTING-WATER & SANITARY (CBE)
CLAIMS ANALYSIS SERVICES (CBE)
ENGINEERING SERVICES (CBE)

c: Coralee Walkine-Taylor, Certification Specialist
Veronica Clark, RER, SBD

Delivering Excellence Every Day

DBDR0020 v20120706

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: AECOM Technical Services, Inc.

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-01R, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Robayna and Associates, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Robayna and Associates, Inc.	2034	04/30/2015	15.01	1%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Proposer's / Design Builder Signature | Ron Armstrong, P.E., Senior Vice- President (Proposer's / Design-Builder's Name/Title (Print)) | 6/19/13 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature | 6/20/13 Date

RAFAEL L. ROBAYNO | PRESIDENT

CBE Subconsultant Name (Print) | Title

ROBAYNO AND ASSOC. INC

Name of CBE-A/E Firm

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 2034
Approval Date: 02/11/2013 - CBE Tier 1
Expiration Date: 04/30/2015

February 11, 2013

Mr. Rafael Robayna
ROBAYNA AND ASSOCIATES, INC.
5723 NW 158th St
Miami Lakes, FL 33014-0000

Dear Mr. Robayna:

Miami Dade County Small Development (SBD) under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Small Business Enterprise (SBE) in accordance with section 2-10.4.01 of the Code of Miami Dade County.

This certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date of February 11, 2014 and there are no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm. Pursuant to the applicable section of the code as listed above, "once your firm has been decertified, your firm shall not be eligible to re-apply for certification for twelve (12) months from the time of the decertification."

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

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Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
HIGHWAY SYSTEMS-SITE DEVELOP/PARKING LOT DESIGN (CBE)
HIGHWAY SYSTEMS-HIGHWAY DESIGN (CBE)
HIGHWAY SYSTEMS-BRIDGE DESIGN (CBE)
HIGHWAY SYSTEMS-TRAFFIC COUNTS (CBE)
HIGHWAY SYSTEMS-TRAFFIC CALMING (CBE)
PORT & WATERWAY SYSTEMS-ENGINEERING DESIGN (CBE)
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL (CBE)

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Contract/Project Title: Program and Construction Management Services related to the Wastewater Systems Priority Projects

Contract/Project No. E13-WASD-01-R

DESCRIPTION: Program and Construction Management Services related to the Wastewater Systems Priority Projects

DEPARTMENT: Miami-Dade Water and Sewer Department **CONTACT:** Patty David **PHONE:** (786) 552-8040

ESTIMATED COST: TBD **FUNDING SOURCE:** WASD Revenue Bonds

ANALYSIS

Commodity/Service No. _____ SIC: _____

Trade/Commodity/Service Opportunities

_____ _____

_____ _____

Contract/Project History of Previous Purchases for Previous Three (3) Years

Check Here ☐ if this is a New Contract/Purchase with no Previous History

	Existing	2nd Year	1st Year
Contractor			
Ethnicity/Race			
Gender			
Contract Value			

COMMENTS: _____

CBE GOAL
28 %

BID PREFERENCE

NO MEASURE

Analysis for Goal Recommendation

Sub-Trade	Est. Cost	% of Item to Base Bid	Availability
	$		
	$		
	$		
Total:	$		

Basis for Recommendation: WASD proposes that the goal can be achieved with the CBE firm assisting with: 17.00 - 6%; 9.01 - 1%; 9.02 - 1%; 10.05 - 1%; 11.00 – 4%; 12.00 – 4%; 13.00 – 4%; 15.01 - 1%; 16.00 - 2%; 19.06 – 4%

5-20-13

By: John W. Renfrow, P.E., Director Date:

Date: Regulatory and Economic Resources

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project Name: Program and Construction Management Services Related to the Wastew ater System Priority Projects
OCI Project No.: E13-WASD-01R
Measures: 28% CBE Goal
nber of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/28/2013

Submittal No: 1
Prime Name: AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 952661922

Subs Name	Trade Name	Subs FEIN No.
a. PARSONS WATER & INFRASTRUCTURE INC.		710920322
b. PARSONS TRANSPORTATION GROUP INC.		360982270
c. 300 ENGINEERING GROUP, P.A.	RAFAEL J. BALLESTEROS, P.E., P.A. - OLD NAME	562612529
d. CARDOZO ENGINEERING, INC.		650956092
e. GANNETT FLEMING, INC.		251613591
f. HBC ENGINEERING COMPANY		223936061
g. NEW MILLENNIUM ENGINEERING, INC.		204809301
h. PROGRAM CONTROLS, INC.		043640855
i. ROBAYNA AND ASSOCIATES, INC.		592119073
j. WINGERTER LABORATORIES INC		590594442
k. EAC CONSULTING, INC.		650519739
l. EV SERVICES, INC.		205779421
m. THE VAILON GROUP, INC.		261204483
n. WODRASKA PARTNERS, INC.		651153381
o. JOHN PRONI		

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project No.: E13-WASD-01R
Measures: 28% CBE Goal
er of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/28/2013

Submittal No: 2
Prime Name: CH2M HILL, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 590918189

	Subs Name	Trade Name	Subs FEIN No.
a.	PARSONS BRINCKERHOFF, INC.	PB AMERICAS, INC.	111531569
b.	H.J. ROSS ASSOCIATES, INC.		650163389
c.	A.D.A. ENGINEERING, INC.		592064498
d.	NOVA CONSULTING, INC.		650577672
e.	ROHADFOX CONSTRUCTION CONTROL SERVICES OF FLORIDA, LLC		462129750
f.	UNIVERSAL ENGINEERING SCIENCES, INC.		591117804
g.	C.H. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.		550866252
h.	G-T CONSTRUCTION GROUP, INC.		650723679
i.	CUNNINGHAM GROUP, INC.		650818493
j.	M.C.O. CONSTRUCTION AND SERVICES, INC.		650400906
k.	SHARPTON, BRUNSON & CO., P. A.		592471070
l.	THE MIAMI-DADE CHAMBER OF COMMERCE, INC.		596560023
m.	CLIMSYSTEMS, LTD.		

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

AECOM TECHNICAL SERVICES, INC.

Filing Information

Document Number	F95000004014
FEI/EIN Number	952661922
Date Filed	08/21/1995
State	CA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/04/2008
Event Effective Date	NONE

Principal Address

515 S. FLOWER ST.
SUITE 1050
LOS ANGELES, CA 90071

Changed: 04/14/2012

Mailing Address

515 S. FLOWER ST.
SUITE 1050
LOS ANGELES, CA 90071

Changed: 04/14/2012

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title President, Director

KINLEY, JOHN L
999 TOWN AND COUNTRY ROAD
ORANGE, CA 92868

52

Title Senior VP, Secretary

MILLER, ROBYN
515 S. FLOWER ST. SUITE 1050
LOS ANGELES, CA 90071

Title Principal

KERWIN, MICHAEL
800 DOUGLAS ENTRANCE 2ND FLOOR
CORAL GABLES, FL 33134

Title Executive VP

PULICARE, JOSEPH
30 KNIGHTSBRIDGE RD BLDG 5-KF 2ND FLOOR
PISCATAWAY, NJ 08854

Title AVP

BONILLA, EMILIO
800 DOUGLAS ENTRANCE 2ND FLOOR
CORAL GABLES, FL 33134

Title AVP

SECHLER, PETER
150 N. ORANGE AVE SUITE 200
ORLANDO, FL 32801

Annual Reports

Report Year	Filed Date
2011	06/06/2011
2012	04/14/2012
2013	04/30/2013

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ANALYSIS OF MARKET AVAILABILITY

ISD Project No.:	E13-WASD-01R
ISD Project Name:	Program and Construction Management Services related to the Wastewater System Priority Projects
Department:	Miami-Dade Water and Sewer Department (WASD)
Submittal Date:	June 28, 2013
Submittals Received:	Two (2)
A&E Coordinator:	Faith Samuels

BACKGROUND:

ISD Project No. E13-WASD-01R was advertised for the Miami-Dade Water and Sewer Department (WASD) on June 6, 2013. This solicitation replaces Project No. E13-WASD-01, which was cancelled on May 8, 2013. The Board of County Commissioners at their May 21, 2013 meeting, approved the Consent Decree (CD) negotiated with the United States Environmental Protection Agency (EPA), the United States Department of Justice (DOJ) and the State of Florida Department of Environmental Protection (FDEP). The CD outlines the activities to be undertaken to reduce Sanitary Sewer Overflows (SSO's), exceedances of treated effluent limitations, and ensures proper management, operation and maintenance practices. The CD provides that all capital improvement projects must be completed on or before 15 years from the date of lodging of the CD with the United States District Court. Many program requirements are required to be delivered within a certain time after the CD's "effective date" which is defined as the date the court enters the CD or six (6) months after the date of lodging, whichever occurs first. WASD recognizes the need for program and construction management services to assist with the implementation of the CD when it is lodged with the Court.

The purpose of the solicitation is to select a consultant to manage the overall delivery of tasks required for development and implementation of a comprehensive and technically sound long-term Capacity, Management, Operations and Maintenance (CMOM) program, as well as for the management/administration of the design, procurement, construction, and commissioning of capital projects required in the Federal consent decree. The consultant shall ensure that the program components are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the CD and the requirements of the Clean Water Act, WASD's National Pollution Discharge Elimination System Permits, Florida Department of Environmental Protection (FDEP) regulations, and any additional regulatory requirements.

The Notice to Professional Consultants (NTPC) for this solicitation included participation restrictions which advised potential proposers that if selected, both the prime and subconsultants would be precluded from participating as a prime consultant or subconsultant at any tier on any of the following projects:

- Design Services for Wastewater Collection & Transmission System, Project Number E13-WASD-04
- Design Services for Wastewater Treatment Plant, Project Number E13-WASD-05
- Engineering Services for Capacity, Management, Operation & Maintenance Program (CMOM), Project Number E13-WASD-06

Additionally, pursuant to the NTPC all proposers must comply with WASD's organizational conflict of interest, advance teaming restrictions and conflict of interest related to Section 2-11.1 of the Code of Miami-Dade County. At the pre-submittal project briefing and during the advertisement phase, no requests for information,

clarification or requests to remove such preclusion language were addressed nor received by the Internal Services Department (ISD).

Two (2) proposals were received by the Clerk of the Board on June 28, 2013. Section 3.3 of the NTPC states the following: "In the event that the County receives fewer than three proposals, or fewer than three proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined at its sole discretion that there is no further market availability or immediate interest to provide subject services."

ANALYSIS OF MARKET AVAILABILITY CONDUCTED:

ISD conducted an analysis of market availability on July 1, 2013. An email was sent to the eighty-nine (89) firms that downloaded the solicitation via e-procurement, with responses due back on or before July 5, 2013. Firms were requested to indicate which factors contributed to their decision to not submit a proposal. Twenty-six (26) responses were received as of July 8, 2013. A summary of the responses are noted below:

- Eight (8) firms advised that participating on the program and construction management solicitation would preclude them from participating on future design projects.
- Five (5) firms advised that they were subconsultants on teams submitting for the project.
- Three (3) firms advised that would only be considered as subconsultants. One (1) of the three (3) firms advised that they felt that the small firms are "looked over" when large multimillion dollar contracts are advertised.
- Two (2) firms advised that the small firms are overlooked for multimillion dollar contracts. They would have to pursue teaming with a larger team as a subconsultant.
- Two (2) firms advised that they did not have the minimum qualifications required and size of firm was too small for the project.
- One (1) firm advised that they did not have CMOM experience as required.
- One (1) firm advised that they lost key project management personnel due to the recession; however, would participate on future design projects.
- One (1) firm advised that they did not have the required technical certifications to submit as a prime.
- One (1) firm advised that the CD program is too large for the firm to lead and their focus was on submitting for the Pump Station Improvement Program solicitation.
- One (1) firm advised that the solicitation was geared for large national and multinational firms; the goals were very high and the local preference points did not entice the firms to use local subs.
- One (1) firm advised that the minimum qualifications were restrictive and that they did not qualify to submit as a prime. Additionally, the firm stated that they believe there are very few firms that can meet the minimum requirements as advertised and stated that historically there have only been a handful of municipal consent decree programs which have taken place, none of which occurred within the past ten (10) years in Florida.

RECOMMENDATION:

WASD is the primary provider of water and wastewater services to Miami-Dade County serving a population of almost 2.3 million, making it among the largest water/wastewater utilities in the United States. The selection of a Program and Construction Manager for the Wastewater System Priority Projects is required to assist WASD in complying with the CD and meeting the specific deadlines and milestones and the requirements of the Clean Water Act, WASD's National Pollution Discharge Elimination System Permits, FDEP regulations, and any additional applicable regulatory requirements.

Based upon the requirement for WASD to comply with the CD and the responses received from the market availability survey (which included factors such as the preclusion language in the NTPC), it is recommended that we move forward with this solicitation.

MIAMI-DADE COUNTY

MEMORANDUM

DATE: July 18, 2013

TO: Lester Sola, Director
Internal Services Department

FROM: Sherri McGriff, Section Manager, Business Opportunity Support Services
Department of Regulatory and Economic Resources
Small Business Development

SUBJECT: Compliance Review
Project No. E13-WASD-01-R
Program and Construction Management Services Related to the Wastewater System Priority Projects

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Small Business Development (SBD), under Business Affairs, a Division of the Department of Regulatory and Economic Resources has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 28% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from AECOM Technical Services, Inc. #1 and CH2M Hill, Inc. #2, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. AECOM Technical Services, Inc. #1 — Compliant
2. CH2M Hill, Inc. #2 — Compliant

SUMMARY:

AECOM Technical Services, Inc. submitted the required Letters of Agreement (LOA) listing CBE sub-consultants 300 Engineering Group, P.A. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering, and Engineering Construction Management at 8.5%, Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering, and Engineering Construction Management at 9%, Program Controls, Inc. to perform Engineering Construction Management and Value Analysis/Life-Cycle Costing-Water & Sanitary at 10%, and Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 1%. AECOM Technical Services, Inc. is in compliance with the requirements of the CBE program.

CH2M Hill, Inc. submitted the required Letters of Agreement (LOA) listing CBE sub-consultants A.D.A. Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plant, and Engineering Construction Management at 9%, Nova Consulting, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plant, and Engineering Construction Management, also at 9%, and Rohadfox Construction Control Services of Florida, LLC to perform Engineering Construction Management at 10%. CH2M Hill, Inc. is in compliance with the requirements of the CBE program.

Please note that SBD staff reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Internal Services Department is responsible for any other issues that may exist.

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

SM: vow

C: Luisa Millan, ISD
Traci Adams-Parish, SBD
File

CARLOS A. GIMENEZ
MAYOR
MIAMI-DADE COUNTY

September 27, 2013

Mr. Joseph Centorino
Executive Director
Commission on Ethics and Public Trust
19 West Flagler Street
Suite 820
Miami, FL 33130

Re: Request for Opinion
ISD Project No. E13-WASD-01R
Program and Construction Management Services Related to the Wastewater System Priority Projects for the Miami-Dade Water and Sewer Department

Dear Mr. Centorino,

We are asking you, in your capacity as the Executive Director of the Commission on Ethics and Public Trust, for an opinion regarding various communications taken by a proposer during the evaluation period of the referenced solicitation to determine whether one proposer had an undue advantage over another in a competitive selection process.

At the May 21, 2013, Board of County Commissioners meeting, the Board approved the Consent Decree (CD) negotiated with the United States Environmental Protection Agency (EPA), the United States Department of Justice (DOJ) and the State of Florida Department of Environmental Protection (FDEP). The CD outlines the activities to be undertaken to reduce Sanitary Sewer Overflows (SSO's), exceedances of treated effluent limitations, and ensures proper management, operation and maintenance practices. The CD provides that all capital improvement projects must be completed on or before 15 years from the date of lodging of the CD with the United States District Court. Many program requirements are required to be delivered within a certain time after the CD's effective date. The Water and Sewer Department (WASD) recognized the need for Program and Construction Management services to assist with the implementation of the CD.

The subject solicitation was issued to select a consultant to manage the overall delivery of tasks required for development and implementation of a comprehensive and technically sound long-term Capacity, Management, Operations and Maintenance (CMOM) program, as well as for the management/administration of the design, procurement, construction, and commissioning of capital projects required in the Federal consent decree. The consultant would act as an extension of County

staff to ensure that the program components are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the CD and the requirements of the Clean Water Act, WASD's National Pollution Discharge Elimination System Permits, Florida Department of Environmental Protection (FDEP) regulations, and any additional applicable regulatory requirements.

In response to the Notice to Professional Consultants (solicitation document) issued pursuant to the approval by the Board of Resolution R-445-13, two proposals were received, one from AECOM Technical Services, Inc. (AECOM) and, one from CH2M Hill, Inc. (CH2M), by the June 28, 2013 submittal deadline. A selection committee was appointed, which included both County staff and non-County members. The referenced solicitation for selection of design professionals utilized a two tier evaluation process (First Tier and Second Tier). At the First Tier meeting on August 14, 2013, discussions with the selection committee included mention by a selection committee member that CH2M did not include in its proposal a Project Approach.

The selection committee determined that both firms (AECOM and CH2M) met the experience and qualifications required in the solicitation. At this meeting, the selection committee also evaluated and assigned point values to the proposals, and, recommended that both firms proceed to the Second Tier evaluation meeting for oral presentations, further evaluation and final scoring of their proposals. The firms were invited to a Second Tier meeting for oral presentations and the selection committee requested that the firms include in their oral presentation the following: Project approach; integration of the team staff with Miami-Dade Water and Sewer Department's staff; and allocation of time for key personnel assigned to this project (see attached invitation letter).

Leading up to the August 28, 2013, Second Tier meeting, the following occurred:

1. A direct e-mail communication (copy attached) was sent to selection committee members from a representative of CH2M Hill, Inc. on August 9, 2013.
2. A "Tier 2 Supplemental Submittal", which included additional materials and resumes, was delivered by CH2M Hill, Inc. directly to the selection committee members on August 27, 2013 prior to their Second Tier presentation.

In consultation with the County Attorney's Office, it was determined that the above acts were not prohibited. However, the County's process has consistently provided that communication and delivery of proposals/submittals to selection committee members is through the County's professional staff and that proposals or supplemental information are not submitted directly to the selection committee by proposers or their representatives.

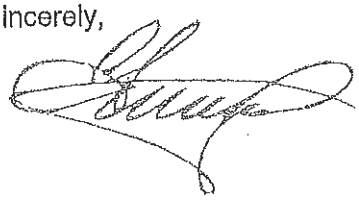
The specific questions are as follows:

1. Is there an integrity problem created when a proposer communicates directly with each selection committee member during the evaluation process after the proposals are received, opened and made public?
2. Following the public opening and distribution of competitive proposals, is it appropriate to allow a proposer to supplement its original submittal to include additional information and staff credentials directly to selection committee members prior to the selection meeting?
3. Is there an integrity or competitive advantage problem created when a proposer submits a supplemental submittal to include a substantial amount of additional new information?

Given the role of the Commission on Ethics and Public Trust in upholding and enforcing the integrity the County's business process, we would appreciate your timely response on this matter.

Should you require any additional information, please do not hesitate to contact me.

Sincerely,



Attachments

Memorandum

Miami-Dade County Office of the Inspector General
A State of Florida Commission on Law Enforcement Accredited Agency
19 West Flagler Street ◆ Suite 220 ◆ Miami, Florida 33130
Phone: (305) 375-1946 ◆ Fax: (305) 579-2656
Visit our website at: www.miamidadeig.org

To: Joseph Centorino, Executive Director
Commission on Ethics

From: Patra Liu, Interim Inspector General

Date: November 1, 2013

Subject: **ISD Project No. E13-WASD-01R, *Program and Construction Management Services Related to the Wastewater System Priority Projects for the Miami-Dade Water and Sewer Department***

COMMISSION ON ETHICS
AND PUBLIC TRUST
2013 NOV -1 PM 1:44

You asked for our comments and observations related to the ISD (Internal Services Department) E13-WASD-01R procurement to secure a Program Manager/ Construction Manager for Miami-Dade Water and Sewer Department Consent Decree Wastewater Priority Projects. The Office of the Inspector General (OIG) has been monitoring this program, including aspects of the procurement process. This memorandum serves to provide you with our comments regarding the above-captioned ISD Project. As you are thoroughly immersed in the chronology of events related to this procurement, they will not be restated.

As you know, the OIG contacted the Ethics Commission in September 2013 to seek clarification on whether a vendor (and/or its lobbyist) may directly communicate with selection committee members—by email—even when the Clerk of the Board is copied on the communication. Specifically, the exceptions in the County's Ethics Code [Section 2-11.1(t)(1)(c)(i) of the Code of Miami-Dade County] applies to written communications with any "County employee, official or member of the Board of County Commissioners..." The direct question was whether the term "official"—which is not defined in the Ethics Code/Cone of Silence statute—includes members of selection committees regardless of whether or not they are county employees or private citizens. By way of informal inquiry made to Deputy General Counsel, Ms. Miriam Ramos, (INQ#13-228), the OIG was advised:

> During the Cone of Silence, written communication to a non-County employee who serves on a selection committee, with a copy to the Clerk, is permissible. The non-County employee serves in a capacity similar to that of an advisory board appointee and is considered a County official.

The OIG finds this to be a loophole that is at odds with the basic premise prohibiting ex parte communications during the pendency of the selection process. For example, a vendor/lobbyist could send emails to individual selection committee members, copy the Clerk of the Board, but not the County's Procurement Officer. A unique and

individualized message could be sent to each selection committee member, as there would be no requirement to address all committee members as a group. We find this troubling and will work with the COE to craft legislation to close this loophole.

Next, we believe that there are two issues with CH2MHill, Inc.'s (CH2M) email sent on August 9, 2013. The first issue is that this email was sent to all the selection committee members, the Procurement Officer, the Assistant County Attorney, and the Clerk of the Board five days before the scheduled First Tier Selection Committee meeting. As discussed earlier, this communication, according to the INQ#13-228, did not violate the Cone of Silence. Another issue with this email is that it contains CH2M's first notice of its intent to submit its project approach in time for the second-tier evaluation. We note that in the above referenced communication, CH2M clearly stated:

> Furthermore, as consistent with prior procurements, and as consistent with the information requested in Tier 2, CH2MHILL will be presenting the relevant information regarding our proposed Project Approach during Tier 2.

Later, CH2M reiterated its earlier stated intention, in a letter dated August 22, 2013, to the Assistant County Attorney (copied to various county personnel, including the Procurement Officer and the Clerk of the Board):

> We [CH2M] intend to submit our project approach in time for it to be distributed to the CSC [competitive selection committee] members, and reviewed prior, to the second-tier meeting on Wednesday, August 28, 2013.

We note that this practice—to submit a project approach for Tier Two Evaluation—as thought to be employed by CH2M, was at that time deemed "permissible under the instructions given in the Notice to Professional Consultants."[1] What we believe was not envisioned was the sheer size of the submission and that it would be directly forwarded to the selection committee members, as well as to the Procurement Officer, and the Clerk of the Board two days before the Tier Two evaluation was to take place. Despite good intentions, the county's response to CH2M's announced intent(s) did not adequately set forth guidance on how to proceed.

In large part, we believe this was because the county did not anticipate the scope of CH2M's project approach submission. CH2M delivered directly to the above-identified parties, a voluminous submission of additional materials. These documents were delivered on August 26th, two days before the Second-Tier Evaluation was to take place on August 28th. A striking aspect of this second submission was the volume of the additional materials, which measured approximately four inches thick and contained over 400 pages.[2]

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[1] August 26, 2013 letter from Hugo Benitez, Assistant County Attorney to Mitchell A. Bierman, Esq., Weiss Serota Helfman and Pastoriza Cole & Boniske, P.L.

[2] The OIG does not provide any observations or evaluations about the content of the submittal, only to note that the sheer volume of the materials could have worked against CH2M. It could be just as easily perceived that CH2M's initial submittal was so lacking that CH2M had to add another 400 pages to it.

Importantly, this submission of CH2M's "project approach" provided CSC members with new information not included in its original proposal, as well as modified its initial submission. For example, this second submittal deleted from and added to CH2M's original project personnel and to its related work experience. We note that these changes to previous data were made after CH2M had access to AECOM's proposal. Interestingly, AECOM was offered a chance to supplement its original proposal, with access to CH2M's new information, but declined to do so.

Without delving deeply into perceptions and competitive advantages, which we understand you will be opining on, the OIG finds that an important element to this discussion is whether additional materials for the Tier 2 Evaluation may be submitted and, if so, by what means.

First, we note that A.O. 3-39 *Standard process for construction of Capital Improvements, acquisition of professional services, construction contracting, change orders and reporting*, describes the First-Tier and Second-Tier selections for Professional Services.[3] Specifically, concerning the Second-Tier selection process, the A.O. states:

> Second-Tier evaluation provides the opportunity for the top firms identified in the First-Tier selection to submit additional information and may involve an oral presentation. CICC shall schedule a public hearing and invite each team to make an oral presentation not to exceed a specified duration. Oral presentations, when required, shall be followed by a question and answer period.

On its face, this passage indicates that the submission of supplemental information is not only permissible but is a standard practice. However, the wording contained in the Project's Notice to Professional Consultants (NTPC), puts that in doubt.

Section 2-2 of the NTPC is entitled *Submittal Requirements For Initial Submission And Second Tier Additional Information, **When Applicable*** (emphasis added by OIG). While the title hints at providing some sort of guidance for submitting additional material, the body of the section is silent as to how this should be done. The body of the section, while not specifying either initial or supplemental submissions, at least to the OIG, is geared towards submitting and receiving the initial submissions only. However, even if this section were interpreted to apply to <u>both</u> the initial and secondary submissions, the procurement process failed to offer any instructions on how and when (i.e., deadline) additional materials would be due.

[3] While A.O. 3-39 sets forth the basic procedures, we acknowledge that the specifics in each procurement for professional services may have its own unique procedures. For example, A.O. 3-39 breaks down the scoring criteria for Tier 1 and Tier 2 selections, but in this particular Notice to Professional Consultants, the criteria and allocation of points is different.

In summary, the OIG observes that CH2M's "project approach" submission, given its size, as well as its distribution method and timing, was an irregular county practice. There is a question whether such a submission is permissible under county guidelines, but the guidelines themselves are imprecise and offer little in the way of useful guidance. That CH2M's submission of additional material disrupted the evaluation process is undeniable; the effect this had on the eventual award is a question that we cannot answer. Of overriding concern to the OIG is that we believe that CH2M's actions, whether permissible or not, give rise to a perception that the process was not equitable and we are uncomfortable with this perception.

It is apparent that when first put on notice of CH2M's intent to defer its project approach submission until the Tier Two Evaluation—that CH2M later reiterated in a second notice—the county did not effectively impose any guidelines on how this proposed action should take place; instead, the County allowed CH2M's initiative to dictate the process. As a result, the timing and method of CH2M's submission has raised many questions posed by all parties, about whether there was a fair, impartial evaluation of the respective proposals and justified recommendation to award the sought after contract. Accordingly, we believe that these events should be evaluated to determine how the county, in the future, could best prevent their recurrence.

We hope that our observations will provide you with an impartial perspective, as you complete your own assessment of the circumstances and in preparing a response to the Mayor's request.

MIAMI-DADE
COMMISSION ON ETHICS & PUBLIC TRUST

November 5, 2013

Hon. Carlos A. Gimenez
Office of the Mayor, Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street
Miami, FL 33128

Re: Request for Opinion
ISD Project No. E13-WASD-01R

Dear Mayor Gimenez:

Your letter of September 27, 2013 requested my opinion as Executive Director of the Miami-Dade Commission on Ethics and Public Trust in connection with several questions arising out of communications made by representatives of CH2M Hill, Inc. (CH2M), one of the proposers on the above-named project, with members of the selection committee during the evaluation period of the solicitation for same. Your request was made in light of concerns expressed by the other proposer, AECOM Technical Services, Inc. (AECOM) and by County staff concerning that process.

You have posed the following specific questions:

1. Is there an integrity problem created when a proposer communicates directly with each selection committee member during the evaluation process after the proposals are received, opened and made public?
2. Following the public opening and distribution of competitive proposals, is it appropriate to allow a proposer to supplement its original submittal to include additional information and staff credentials directly to selection committee members prior to the selection meeting?
3. Is there an integrity or competitive advantage problem created when a proposer submits a supplemental submittal to include a substantial amount of additional information?

The questions you have posed concern integrity issues and problems arising out of the process as it unfolded during the evaluation of the responses to the solicitation in question. To the extent that I have identified integrity issues in my review, they relate to the integrity of the solicitation and evaluation process itself, rather than to the personal ethics or morality of the individuals

engaged in the process. Any lack of integrity referenced herein points to a defective and ambiguous process that created conditions conducive to miscalculation, misinterpretation, and mistake. We should also recognize, however, that procedural defects are often the seeds of ethical misconduct in government.

Subject to the aforementioned qualification, all three questions are answered herein. I did find that there was an integrity problem raised by direct communication with selection committee members following public disclosure of the proposals; that the supplemental submission by CH2M of additional documentation on the scale that it occurred may not have been improper under its interpretation of the solicitation document, but was not perceived as fair by either the County staff or by AECOM under their own defensible interpretations of that document; and that there was both an integrity and competitive advantage problem created thereby. All of these issues have contributed to a serious public trust problem with this solicitation.

I wish to emphasize that this opinion presents only my own views regarding the questions you have posed. I do not speak for the entire Commission on Ethics, which has binding authority over the interpretation of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance. Since the questions you have posed do not involve such an interpretation, this opinion is rendered as non-binding guidance on a matter pertaining to the protection of the public trust. As you are aware, Ethics Commission staff has provided such informal "public trust" guidance upon the request of County officials or employees.

Your letter did not specifically ask for an opinion regarding the applicability of the Cone of Silence requirements pursuant to Section 2-11.1(t) of the County Ethics Ordinance. You have apparently accepted the opinion rendered by the County Attorney's Office, with which Ethics Commission staff is in accord. However, the context in which the communications in question occurred and the raising of the Cone issue by some of those involved in the process have led me to conclude that a discussion of the Cone's applicability to this situation is also warranted in consideration of your questions. Please be advised, however, that the discussion of the Cone in this letter is used only to provide explanatory background and context to the primary issues raised in your letter.

In preparing this response, I have reviewed materials submitted by the two proposers, CH2M and AECOM, during the evaluation process and subsequent to the Tier 2 presentations. I have listened to relevant portions of the audio recording of the Tier 1 meeting of the selection committee and the video recording of the Tier 2 presentations before the committee. Additionally, I have personally met with representatives of both proposers, County procurement staff, and the County Attorney's office to discuss these issues. I have also conferred with the Miami-Dade Office of Inspector General[1], as well as with a respected procurement professional outside of County government. I have reviewed in detail the Notice to Professional Consultants (NTPC), as well as relevant County ordinances.

I have further concluded as follows:

[1] The comments solicited from the Inspector General are attached hereto.

1) No individual representing either CH2M or AECOM intentionally violated any county ordinances or policies during the process;
2) The County's "Cone of Silence" ordinance, the applicability of which is disputed between the two proposers, was not violated, based upon interpretations of the Cone by Ethics Commission staff and by the County Attorney's Office. However, the language of the Cone Ordinance is not as explicit as it should be to adequately inform proposers of its requirements;
3) The NTPC or solicitation document was flawed in that it did not clearly state the conditions which the County staff intended that it state and believed it to have stated in connection with the submission of supplemental written materials directly to selection committee members, as well as the permissible scope of such submissions;
4) The decision-making process as a whole, on a project of great significance to Miami-Dade County, has raised substantial issues regarding the integrity of the process and the fairness of the outcome, which could have a negative impact upon the public trust in County government.

Factual Outline

The general facts underlying this issue which will be referenced in this opinion are known to you, to County staff, and to both proposers. For the most part, they are not in dispute. They are recorded in detail in the County's public records, as well as in the various submissions by the proposers. They will not be repeated here except to note that the fairness of the process has been questioned due to 1) the initial favorable position attained by AECOM at the Tier 1 level, following its initial submission, which was considerably more detailed than the submission of CH2M; 2) the direct communication between representatives of CH2M and the members of the selection committee via email following submission of Tier 1 materials and the submission by CH2M of substantial supplemental materials on the eve of the Tier 2 presentation, after it had the opportunity to review the entire AECOM proposal; 3) the decision of the selection committee following the Tier 2 presentation to recommend CH2M for the contract.

The Cone of Silence

Your letter requested no opinion regarding an interpretation of the Cone of Silence or whether it was violated during the evaluation process. However, the Cone issue has been raised by the County staff and by AECOM, which has based a portion of its protest on an allegation of a violation of its provisions by CH2M.

In short, AECOM has alleged that the Cone of Silence was violated in connection with an email sent by a representative of CH2M directly to members of the solicitation committee, as well as by the submission of supplemental materials directly to the members prior to the Tier 2 of the evaluation process.

The Cone of Silence, contained in Section 2-11.1(t) of the Code, prohibits oral communications between vendors and elected officials and their staffs, County professional staff and selection committee members during the evaluation period, but Subsection 2-11.1(t)1.(c)(i) permits written communications "with any County employee, official or member of the Board of County

Commissioners unless specifically prohibited by the applicable RFT, RFQ or bid documents," provided that a copy of the communication is filed with the Clerk of the Board. In my opinion, it is the latter provision which raises the closest question under the Cone.

The first Cone issue raised by these facts is the question of whether members of selection committees, which are temporary advisory groups with no formal decision-making authority other than to make non-binding recommendations to the Mayor, are "officials" within the meaning of the latter Subsection. Prior informal opinions rendered by my predecessor and by Ethics Commission staff have found that such members are "officials," and, therefore, are covered by this exception.[2] The County Attorney's Office has likewise concluded that they are so covered.

County staff members, however, registered great surprise that such contact as occurred in this solicitation with selection committee members is considered appropriate under the Cone, and have maintained that such contacts should not and do not generally occur unless invited. Moreover, staff members point to Section 2.1 of the solicitation document, which requires that applicants submit their proposal materials in sealed envelopes which "shall be delivered" to the Clerk of the Board.

There is a fair argument, which has been made by representatives of AECOM, that the latter provision represents the exclusive method by which documents were to be submitted for this NTPC. The argument is buttressed by Section 1.13 of the solicitation document concerning "Confidential Information." The latter section requires that trade secrets or other confidential information included in the materials submitted in response to the solicitation are to be redacted and returned to the proposer prior to their submission to the selection committee members. Admittedly, it is difficult to understand how this provision could be effective or meaningful if it were permissible for proposers to submit information directly to the selection committee.

Indeed, if Section 2.1 of the solicitation document represents the exclusive method of submitting documents in response to the NTPC and is interpreted to be a "specific prohibition" of direct contact with the selection committee, Section 2-11.1(t)1.(c)(i) would be applicable and the direct submission of any documents to the committee would be prohibited by the Cone. Sound public policy aimed at protecting the selection process from improper or deceptive practices would, in my opinion, support such a prohibition. Upon due consideration, however, it does not appear to this writer that the language of the bid document can be said to operate as a "specific prohibition."

Based upon the above analysis, I have concluded that the Cone exception does apply and that the Cone was not violated by CH2M.[3] Nonetheless, the County's procurement staff's assumption

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[2] Because of the lack of any binding authority on this issue, as well as the importance of this interpretation of Cone provisions to this particular solicitation and to future county solicitations, this issue will be submitted to the Miami-Dade Commission on Ethics and Public Trust for a definitive and binding opinion.

[3] It should be noted that a representative of CH2M contacted the County Attorney's Office prior to the supplemental submission of documents and was informed that the submission was permissible. Such a showing of good faith in avoiding a Cone violation should effectively avoid any enforcement action by the Ethics Commission against that representative, even if a Cone violation is ultimately found by the Ethics Commission.

that the direct submission was inappropriate, as well as the alternate interpretation of the bid document language offered by AECOM, should raise legitimate concerns in determining whether the process was fair. Where both parties to a major solicitation have reasonably drawn different inferences from relevant provisions of the Cone Ordinance and the language of the bid documents, resulting in an apparent benefit to one of the parties due to its differing interpretation, there is serious doubt about the integrity of the process and the fairness of the outcome.

The Supplemental Submission by CH2M

The major issue raised in this matter is the submittal by CH2M of supplemental documentation regarding its "Project Approach" as well as other matters directly to the selection committee members on the day before the August 28 Tier 2 presentation.

On August 9, five days prior to the August 14 Tier 2 meeting, a representative of CH2M had sent an email to selection committee members (also to the Clerk and County staff) informing that CH2M would be presenting additional information regarding Project Approach on the basis that such information was not "required or requested" in the Tier 1 submittal. Project Approach information was not explicitly required in Tier 1 by the solicitation document, although "approach to the project" was included within the Tier 1 criteria under Criteria 2A of that document, under the heading, "Knowledge and past experience of similar type projects." County staff confirmed that this was a request for information concerning Project Approach on this project at the Tier 1 stage. However, this could easily have been missed or misinterpreted by CH2M due to its anomalous placement and ambiguity

Project Approach was included by AECOM, but not by CH2M, in their respective Tier 1 submissions. Following Tier 1, the selection committee requested in writing through County staff that the areas of Project Approach, as well as integration of team staff with WASD and allocation of time for key personnel be included in the Tier 2 "presentation." The Tier 2 presentation was to be an oral presentation by the two proposing teams. No additional documentation was specifically requested, but it obviously would not have been improper for further documentation to be submitted by either team in response to the request of the selection committee for information regarding the aforementioned items.

The Tier 2 document submission by CH2M far exceeded in volume its Tier 1 submission. It included information on Project Approach, as well as the other requested areas, but also other materials outside the scope of the request by selection committee and supplemental changes to its Tier 1 submission. While there appears to have been no explicit prohibition against such additional submissions, the supplemental submission has been challenged by AECOM due to its scope and volume. AECOM contends that the supplemental submission by CH2M after it gained access to AECOM's detailed Tier 1 submission, as we;; as its knowledge of the comments made by the selection committee members during the Tier 1 meeting concerning the initial submissions, provided an unfair opportunity for CH2M to "piggyback" on AECOM's submission.

CH2M counters that its Tier 2 documentation was invited by the selection committee. It further contends that AECOM was granted the same opportunity at the Tier 2 presentation by the County's offer to permit the delay of Tier 2 for two weeks to enable AECOM to prepare its own responsive submission. CH2M argues that AECOM, by declining to request a postponement of Tier 2, effectively waived the right to protest.

AECOM's position on the latter point is that, faced with the option of waiving what it considered to be grounds for a valid bid protest based on the Cone issue and the substantial expansion of CH2M's submittal, as well as the possibility of alienating selection committee members gathered at the Tier 2 presentation, it elected to proceed.

There is again ambiguity in the selection documents which prevents a clear-cut solution to these disparate views of the process. County staff appears to consider the submissions by CH2M as an unfair exploitation of the opportunity it had to digest and respond to AECOM's initial submission and the committee's comments.[4] This view is supported by the very idea of a process requiring submission of sealed proposals by a set deadline prior to the Tier 1 meeting. In theory, all of the document submission could have taken place prior to Tier 1 based on the Tier 1 criteria. The Tier 2 stage was to be primarily an oral presentation that did not require additional documentation. Nowhere does any specific request for additional documentation appear for Tier 2. The selection committee's request that certain matters be addressed at the Tier 2 presentation does not mention submission of further documents.

Nonetheless, in the absence of a specific prohibition in the bid documents, it cannot be concluded that the submission by CH2M was improper or in violation of any County rule or bid procedure. Yet, the existence of a deadline, the publication of the proposals, the breadth of CH2M's submission on the eve of the Tier 2 presentation, all raise doubts about the mutuality of understanding between the County and the proposers that must underlie such a process. The County staff appeared stunned by the size of the submission as well as the direct delivery to selection committee members.

These questions go to the heart of any assessment of the fairness or integrity of the evaluation process. While we cannot conclude the existence of any wrongdoing on the part of either proposer, we should be troubled by the not unreasonable disparate interpretations of the procedures and the reliance of each competitor on those disparate interpretations.

Conclusion

This opinion does not rely for its conclusions on a finding of fault by either party to this competitive solicitation. Legal ambiguities and the failure of the county's solicitation document to set clear guidelines have led to a flawed process that must be reassessed to assure an outcome consistent with the public trust. The integrity issues raised here are not those of the parties to the process but of the process itself.

[4] County staff has now proposed to strengthen and clarify the language in its standard solicitation documents to prohibit both oral or written contact with selection committees outside of public meetings, as well as a prohibition on supplemental submissions unless specifically requested.

Although adherence to the rule of law and to the rules of the process should be the gauge of ethical conduct in most instances involving a sensitive government solicitation, they have failed in this instance to produce a result that the public can trust. Ethical concepts are not easily defined or explained and may not always provide the clearest path to a trustworthy government solicitation process. In this instance, Miami-Dade County should do better in protecting the public trust.

Respectfully submitted,

Joseph M. Centorino
Executive Director and General Counsel
Miami-Dade Commission on Ethics and Public Trust

cc: Miami-Dade County Commissioners

Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Miami-Dade Water and Sewer Department – Program and Construction Management Services Related to the Wastewater System Priority Projects
ISD Project No. E13-WASD-01R

Following a careful and detailed review of the response to my request for an opinion from the Commission on Ethics and Public Trust Executive Director, and the written observations regarding the referenced procurement by the Interim Inspector General, attached you will find my instructions to staff on the steps to be taken to complete the referenced consultant evaluation process.

Please be reminded that this solicitation remains under the Cone of Silence. Should you have any questions please contact Lester Sola, ISD Director, in writing with a copy to the Clerk of the Board.

c: Robert A. Cuevas, Jr., County Attorney
Alina T. Hudak, Deputy Mayor/Interim Director of Public Works and Waste Management
Lester Sola, Director, Internal Services Department
John Renfrow, Director, Water and Sewer Department
Charles Anderson, Commission Auditor
Joseph Centorino, Executive Director, Commission on Ethics and Public Trust
Patra Liu, Interim Inspector General
Clerk of the Board

Attachment

Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2013

To: Faith Samuels Sr. A&E Consultant Selection Coordinator
Internal Services Department

Through: Lester Sola, Director
Internal Services Department

From: Carlos A. Gimenez
Mayor

Subject: Miami-Dade Water and Sewer Department - Program and Construction Management Services Related to the Wastewater System Priority Projects
ISD Project No. E13-WASD-01R

Upon consideration of the Competitive Selection Committee Negotiation Authorization memorandum dated September 6, 2013, my office requested an opinion from Mr. Joseph Centorino, Executive Director and General Counsel of the Miami-Dade County Commission on Ethics and Public Trust on September 27, 2013. We are in receipt of Mr. Centorino's review and opinion, dated November 5, 2013, as well as the observations submitted by Interim Inspector General Patra Liu. After carefully considering their opinions and observations, and pursuant to Section 2-10.4 of the Code of Miami Dade County and Florida Statutes 287.055 governing the acquisition of professional services requiring that the most qualified firm be selected for negotiations, I am directing that the following steps be taken to conclude the selection process of the Program and Construction Management Services related to the wastewater system priority projects:

I will appoint a Mayoral Advisory Committee (Committee) composed of three external and two County staff members with knowledge and expertise in these types of services. This Committee will be charged with providing to me a final ranking and consensus statement of the proposals submitted by AECOM and CH2MHill.

- AECOM and CH2MHill will submit, through the Clerk of the Board, any additional information they wish to supplement and/or substitute in their original proposal within a two week period from the date of notification.

- Water and Sewer Department staff will review all materials submitted to date by the firms and develop a list of questions and or clarifications for the firms to respond to. These questions will be provided to the two firms in the notification so they may address them in their proposals and/or at the oral presentations.

- Following receipt of information from the two firms and review by Water and Sewer Department technical staff, the Internal Services Department will schedule a final tier evaluation meeting to include oral presentations. This presentation is to take place within a short period of time after receipt of the additional information provided by the firms.

- The Committee will evaluate and rank the firms in order of preference based on the second tier criteria provided in the Notice of Professional Consultants document. The Committee shall forward its recommendation to my office for consideration.

Based on all of the information gathered to date from interested parties and in direct consultation with staff, the County Attorney's Office, the Commission of Ethics and Public Trust, the Office of the Inspector General, the Water and Sewer Department and Senior Staff members, we are instituting the referenced process that all of these parties took part in developing. I am instructing you to provide proper notice to both firms that no written or oral communication or materials are to be provided directly to any member of the Mayoral Advisory or Competitive Selection Committees, or these Committees as a whole.

It is important that the selection of the Program and Construction Management Services related to the Wastewater System Priority Projects be completed via a fair and equitable process. My administration is committed to expediting all Water and Sewer infrastructure projects. In doing so, I want to ensure that the process we use to select firms and contractors is one that is fair, competitive and transparent.

Should you have any questions, please contact Lester Sola, Director of the Internal Services Department.

c: Joseph Centorino, Executive Director, MDC Ethics and Public Trust
Patra Liu, Interim Inspector General
Robert A. Cuevas, Jr., County Attorney
Alina Hudak, Deputy Mayor
Lester Sola, Director Internal Services Department
John Renfrow, Director, Water and Sewer Department
James Ferguson, Water and Sewer Department
Dr. Pete Scarlatos, Florida Atlantic University
Hon Guo, City of Miramar
Javier Rodriguez, Miami-Dade Expressway Authority
Kofi Boateng, City of Boynton Beach
Clerk of the Board

Memorandum

MIAMI-DADE COUNTY

Date: November 26, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Mayoral Advisory Committee for Miami-Dade Water and Sewer Department Program and Construction Management Services related to the Wastewater System Priority Projects - Project No. E13-WASD-01R

I am hereby appointing those listed below as the Mayoral Advisory Committee for the Miami-Dade Water and Sewer Department Request to Advertise for Program and Construction Management Services related to the Wastewater System Priority Projects - Project No. E13-WASD-01R

Mayoral Advisory Committee Members
Faith Samuels, ISD (Non-Voting Chairperson)
Bill Johnson, Seaport
Gasper Miranda, PWWM
Nurcin Celik, University of Miami
Peter Iglesias, City of Miami
Wisler Pierre-Louis, City of North Miami
Mike Alvarez, City of Miami Beach (Alternate)
Louis Aurigemma, City of Rivera Beach (Alternate)
Lee Casey, PWWM (Alternate)

Technical Advisor
Robert Fergen, WASD

You are requested to assist me in the selection process for the above referenced project. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum (from your department director for County employees) documenting the reason why you cannot participate.

Each Mayoral Advisory Committee member shall be responsible for evaluating and ranking the two proposals received in response to this solicitation from AECOM Technical Services, Inc. and CH2M HILL, Inc. based on the criteria used in Tier 2 of the solicitation document attached. The Mayoral Advisory Committee will meet to review the written proposals and any supplemental information received to date along with any new information the firms wish to provide to the committee for consideration. Additionally, the firms will be asked to answer a series of questions developed by the Miami-Dade Water and Sewer Department. The Mayoral Advisory Committee will hear presentations from the firms at a publicly noticed meeting.

In the event it is determined that an appointed Mayoral Advisory Committee member has a conflict of interest or in the event of a properly noticed excusal request, the alternate committee member may serve with the approval of the contracting Department's Deputy Mayor. The alternate will be named in accordance with the requirements of the vacancy created.

Upon completion of the evaluation process, the Mayoral Advisory Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) and attach supporting documentation which MUST include the following information:

Name of firm(s)
Rank firms in order of preference
Consensus Statement

This report should be submitted to me through Internal Services Department (ISD) for review and consideration.

In keeping with the administrative policy to maintain a fair and impartial process, all individuals appointed to the Mayoral Advisory Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Mayoral Advisory Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, there are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff.

All questions must be directed to the staff contact person designated by the issuing department.

c: Lester Sola, Director, ISD
John Renfrow, Director, WASD
Alina T. Hudak, Deputy Mayor/Interim Director, PWWM
Veronica Clark, Assistant to Director, ISD

Selection Committee
Faith Samuels, ISD (Non-Voting Chairperson)
Bill Johnson, Seaport
Gasper Miranda, PWWM
Nurcin Celik, University of Miami
Peter Iglesias, City of Miami
Wisler Pierre-Louis, City of North Miami
Mike Alvarez, City of Miami Beach (Alternate)
Louis Aurigemma, City of Rivera Beach (Alternate)
Lee Casey, PWWM (Alternate)

Technical Advisor
Robert Fergen, WASD

MIAMI-DADE COUNTY

VIA EMAIL TO: Mr. Pedro G. Hernandez, P.E., AECOM Technical Services, Inc. (pedro.hernandez@aecom.com) and Mr. Matthew Alvarez, P.E., CH2MHILL, Inc.. (matt.alvarez@ch2m.com)

November 26, 2013

RE: ISD Project No. E13-WASD-01R
Program and Construction Management Services
Related to the Wastewater System Priority Projects

Dear Firms,

Pursuant to the County Mayor's directive dated November 15, 2013, a Mayoral Advisory Committee (Committee) composed of three external members and two County staff members with knowledge and expertise in these types of services will be appointed by the County Mayor and charged with the ranking and drafting of a consensus statement of the proposals submitted by both AECOM and CH2MHill. The Committee will conduct an evaluation meeting to include oral presentations by both firms, AECOM Technical Services, Inc. (AECOM) and CH2MHill, Inc. (CH2MHill) as part of the selection process of the Program and Construction Management Services Related to the Wastewater System Priority Projects. Consistent with the rules regarding A/E selections, the Committee shall evaluate the qualifications of AECOM and CH2MHill to determine which of the proposers is the most qualified firm to provide the services set forth in the solicitation. To this end, the Committee is tasked only with considering the issue of qualifications and shall base its review and recommendation to the County Mayor on qualifications alone.

This letter serves as notification of the following:

- AECOM and CH2MHill will submit to me, Faith Samuels, Senior A/E Consultant Coordinator, through the Clerk of the Board, 111 N.W. 1st Street, 17th Floor, Suite 17-202, Miami, FL 33128 any additional information to supplement their original proposal. Such additional information is to be submitted to the Clerk of the Board ("COB") on or before **December 13, 2013, 2013 at 3:30 P.M. (Local Time). Firms are notified that they shall not substitute nor add sub-consultants and/or individuals to their team than those previously submitted.** Firms must submit their additional information in sealed envelope(s) and/or container(s), which clearly state the following:
    - Project Number
    - Project Title
    - Consultant's Name
    - Consultant's Mailing Address
    - Consultant's Telephone Number

Each sealed envelope and/or container shall include one (1) original inclusive of the firm's authorized representative signature, nine (9) paper proposal copies and nine (9) electronic copies in PDF searchable format. All sealed envelopes and/or containers shall be delivered to the following location:

Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202 - Miami, Florida 33128
Attention: Faith Samuels
Re: ISD Project No. E13-WASD-01R

All submittals shall be delivered to the COB no later than the proposal submittal deadline denoted above. The COB will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. All proposals received and time stamped by the COB prior to the proposal submittal deadline shall be accepted as timely submittals.

The responsibility for submitting a proposal to the COB, on or before the stated time and date, is solely and strictly the responsibility of the firm. Miami-Dade County is not responsible for delays caused by any mail, package/couriers service, nor caused by any other occurrence. Be advised that all sealed proposal envelopes and/or containers received after the specified response deadline may not be considered.

- Water and Sewer Department staff will review all materials submitted to date by the firms.
- A list of questions prepared by Water and Sewer Department staff is hereby attached which both firms shall address in their proposals and at the oral presentations.
- The Committee will evaluate and rank the firms in order of preference based upon the second-tier criteria noted in Section 3.3 – Proposal Evaluation in the Notice to Professional Consultants. The Committee shall forward its recommendation to negotiate to the County Mayor for his consideration.
- AECOM and CH2MHill will participate in oral presentations (final evaluation meeting). Presentations will be limited to forty-five (45) minutes, with thirty (30) minutes for questions from the Mayoral Advisory Committee. This presentation shall take place in a short period of time after receipt of additional information provided by the firms. The Internal Services Department shall notify the firms of the date, location and time of the meeting.
- **AECOM and CH2MHill are hereby advised that this solicitation is under the County's Cone of Silence, Section 2-11.1(t) of the Miami-Dade County Code. Providing written materials directly to any member of the Mayoral Advisory, Competitive Selection Committees, or these Committees as a whole is expressly prohibited. All written materials shall be provided to the County exclusively through the Clerk of the Board.**

In addition, please be advised that Ordinance No. 22-91, which amended Section 2-11.1(s) of the Miami-Dade County Code, REQUIRES that every representative of a firm attending a presentation, before the Committee register as a lobbyist in connection with the specific presentation. **If any of your presentation team members were not listed on the "Lobbyist Registration for Oral Presentation" affidavit submitted with your proposal, you must register the additional representatives with the Clerk of the Board and provide proof of registration prior to the presentation; otherwise, they cannot participate in the oral presentations, nor answer**

questions from the Committee. You may contact the Clerk of the Board's Office at (305) 375-5126 for necessary instructions and/or forms pertaining to the addition of members to the lobbyist registration.

Please note that this public hearing will be recorded by Miami-Dade County. Requests for purchasing copies of the audio-recordings shall be made in writing to my attention via email at fty@miamidade.gov. Additionally, private entities may also record the public hearing. If you have any questions regarding this notification, please do not hesitate to contact me via email, with a copy to the Clerk of the Board (clerkbcc@miamidade.gov).

Sincerely,

Faith Samuels
Sr. A/E Consultant Coordinator

Attachment

c: Alina Hudak, Deputy Mayor
Joseph Centorino, Executive Director, Commission on Ethics and Public Trust
Patra Liu, Interim Inspector General
Robert A. Cuevas, Jr., County Attorney
Hugo Benitez, Assistant County Attorney
Lester Sola, Director, ISD
Miriam Singer, CPPO, Assistant Director, ISD
John Renfrow, P.E., Director, WASD
Clerk of the Board

ISD Project No. E13-WASD-01R
Program and Construction Management Services Related to the Wastewater System Priority Projects
Mayoral Advisory Committee Meeting

Technical Questions

1. How would you utilize WASD's current Project Control and Tracking Software (Proliance) and SharePoint to better manage the Consent Order Projects? Would you propose any additional software to enhance their abilities?

2. Using the current knowledge of climate change and sea level rise how would you generally account for this future condition in the Consent Order upgrades?

3. This project will be utilizing multiple entities for design, and will require good coordination with multiple WASD staff, municipalities and permitting agencies. What is your vision of how your team will manage this multi-tiered effort and bring value as a program manager?

4. Please explain the approach you would propose and recommend to reconcile some of the technical issues and possible discrepancies between the Consent Decree and the Ocean Outfall Legislation?

5. Describe and elaborate on some concrete examples of procurement strategies that you would recommend in order to expedite execution of some of the critical projects that have a compressed time schedule specified in the Consent Decree.

6. Do you have any experience in Performance Management systems such as the County's Active Strategy System (ASE) and if so, please describe the type and amount of experience.

Memorandum

MIAMI-DADE COUNTY

Date: January 7, 2014

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Mayoral Advisory Committee - Request for Substitution
E13-WASD-01R – Program and Construction Management Services Related to the Wastewater System Priority Projects

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Due to scheduling unavailability, Bill Johnson, Director of the Port of Miami, is being replaced with alternate member Lee Casey, Public Works and Waste Management Department. The Mayoral Advisory Committee evaluation meeting is time sensitive and must be convened as scheduled.

Mayoral Advisory Committee Members
Faith Samuels, ISD (Non-Voting Chairperson)
Lee Casey, PWWM
Gaspar Miranda, PWWM
Nurcin Celik, University of Miami
Peter Iglesias, City of Miami
Wisler Pierre-Louis, City of North Miami
Mike Alvarez, City of Miami Beach (Alternate)
Louis Aurigemma, City of Riviera Beach (Alternate)

Technical Advisor
Robert Fergen, WASD

Should you have any questions, please do not hesitate to contact Lester Sola, Director of the Internal Services Department, at 305-375-2363.

c: John W. Renfrow, Director, WASD
Alina T. Hudak, Deputy Mayor/Interim Director, PWWM
Jack Kardys, Director, PROS
Gary T. Hartfield, SBD Division Director, ISD

Mayoral Advisory Committee
Faith Samuels, ISD (Non-Voting Chairperson)
Lee Casey, PWWM
Gaspar Miranda, PWWM
Nurcin Celik, University of Miami
Peter Iglesias, City of Miami
Wisler Pierre-Louis, City of North Miami
Mike Alvarez, City of Miami Beach (Alternate)
Louis Aurigemma, City of Riviera Beach (Alternate)

Technical Advisor
Robert Fergen, WASD

MAYORAL ADVISORY COMMITTEE
MIAMI DADE WATER AND SEWER DEPARTMENT
PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEM PRIORITY PROJECTS
PROJECT NO. E13-WASD-01R
(SUBSTITUTION)

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional License(s)/ Certifications	Contact Information
Samuels /oting Chairperson)	ISD	---	---	---	---	305-375-2774 fty@miamidade.gov
asey PWWM Technical Services ronmental Affairs	PWWM	1991	White Male	Master of Science in Environmental and Urban Systems	---	305- 514-6672 le1@miamidade.gov
f Miranda ant Director, Highway	PWWM	1986	Hispanic Male	Master of Science in Public Management; Bachelor's in Civil Engineering	Professional Engineer	305-375-2094 gxm@miamidade.gov
Celik ant Professor of Industrial neering	University of Miami	---	Turkish Female	Ph.D in Systems and Industrial Engineering	---	305-284-2391 celik@miami.edu
iglesias g Director	City of Miami	---	Hispanic Male	Bachelor of Science in Civil Engineering	Professional Engineer, General Contractor, Standard Plans Examiner, Structural Plans Examiner, Building Plans Examiner	305-416-1102 piglesias@miamigov.com
Pierre-Louis ant Public Works Director	City of North Miami	---	Haitian-American Male	Bachelor of Science in Civil Engineering; Master of Science in Environmental Engineering	Professional Engineer, Certified General Contractor, Certified Floodplain Manager, LEED BD+C, Project Management Professional, Water Distribution System Operator, Home Inspector, Stormwater Management Inspector	305-895-9838 pwisler@northmiamifl.gov
Alvarez ructure (Operations) or ate)	City of Miami Beach	---	Hispanic Male	Bachelor of Science in Civil Engineering	General Contractor	786-367-6109 MikeAlvarez@miamibeachfl.gov
Aurigemma ive Director, Utility Special ate)	City of Rivera Beach	---	White Male	Bachelor of Science in Civil Engineering	Professional Engineer	954-303-4179 Louisc_aurigemma@bellsouth.net
TECHNICAL ADVISOR						
Fergen n Chief, Wastewater ent & Maintenance	WASD	2009	White Male	Master's in Environmental Engineering; Bachelor's in Biology	Professional Engineer; Wastewater Operations Class A	RFERGEN@miamidade.gov 786-552-4004

Memorandum

MIAMI-DADE COUNTY

Date: January 15, 2014

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Mayoral Advisory Committee – Request for Substitution #2
E13-WASD-01R – Program and Construction Management Services Related to the Wastewater System Priority Projects

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Due to scheduling unavailability, Ms. Nurcin Celik, from the University of Miami, is being replaced with alternate member Mr. Mike Alvarez, from the City of Miami Beach.

The Mayoral Advisory Committee evaluation meeting is time sensitive and must be convened as scheduled.

Mayoral Advisory Committee Members
Faith Samuels, ISD (Non-Voting Chairperson)
Lee Casey, PWWM
Gaspar Miranda, PWWM
Peter Iglesias, City of Miami
Wisler Pierre-Louis, City of North Miami
Mike Alvarez, City of Miami Beach
Louis Aurigemma, City of Riviera Beach (alternate)

Technical Advisor
Robert Fergen, WASD

Should you have any questions, please do not hesitate to contact Lester Sola, Director of the Internal Services Department, at 305-375-2363.

c: John W. Renfrow, Director, WASD
Alina T. Hudak, Deputy Mayor/Interim Director, PWWM
Gary T. Hartfield, SBD Division Director, ISD

Mayoral Advisory Committee
Faith Samuels, ISD (Non-Voting Chairperson)
Lee Casey, PWWM
Gaspar Miranda, PWWM
Peter Iglesias, City of Miami
Wisler Pierre-Louis, City of North Miami
Mike Alvarez, City of Miami Beach
Louis Aurigemma, City of Riviera Beach (alternate)

Technical Advisor
Robert Fergen, WASD

MAYORAL ADVISORY COMMITTEE
MIAMI DADE WATER AND SEWER DEPARTMENT
PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES
RELATED TO THE WASTEWATER SYSTEM PRIORITY PROJECTS
PROJECT NO. E13-WASD-01R
(SUBSTITUTION #2)

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional License(s)/ Certification(s	Contact Information
h Samuels n-Voting Chairperson)	ISD	---	---	---	---	305-375-2774 fty@miamidade.gov
Casey af, PWWM Technical Services nvironmental Affairs	PWWM	1991	White Male	Master of Science in Environmental and Urban Systems	---	305- 514-6672 le1@miamidade.gov
ipar Miranda istant Director, Highway	PWWM	1986	Hispanic Male	Master of Science in Public Management; Bachelor's in Civil Engineering	Professional Engineer	305-375-2094 gxm@miamidade.gov
er Iglesias ding Director	City of Miami	---	Hispanic Male	Bachelor of Science in Civil Engineering	Professional Engineer, General Contractor, Standard Plans Examiner, Structural Plans Examiner, Building Plans Examiner	305-416-1102 piglesias@miamigov.com'
ler Pierre-Louis istant Public Works Director	City of North Miami	---	Haitian-American Male	Bachelor of Science in Civil Engineering; Master of Science in Environmental Engineering	Professional Engineer, Certified General Contractor, Certified Floodplain Manager, LEED BD+C, Project Management Professional, Water Distribution System Operator, Home Inspector, Stormwater Management Inspector	305-895-9838 pwisler@northmiamifl.gov
e Alvarez astructure (Operations) ctor	City of Miami Beach	---	Hispanic Male	Bachelor of Science in Civil Engineering	General Contractor	786-367-6109 MikeAlvarez@miamibeachfl.gov
ls Aurigemma (alternate) cutive Director, Utility Special rict	City of Rivera Beach	--	White Male	Bachelor of Science in Civil Engineering	Professional Engineer	954-303-4179 Louisc_aurigemma@bellsouth.net
		TECHNICAL ADVISOR				
ert Fergen sion Chief, Wastewater itment & Maintenance	WASD	2009	White Male	Master's in Environmental Engineering; Bachelor's in Biology	Professional Engineer; Wastewater Operations Class A	RFERGEN@miamidade.gov 786-552-4004

MAYORAL ADVISORY COMMITTEE EVALUATION MEETING
JANUARY 16, 2014

MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT
PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEM PRIORITY PROJECTS
ISD PROJECT NO. E13-WASD-01R

TABULATION SHEET

	NAME OF FIRM(S)	MAYORAL ADVISORY COMMITTEE					TOTAL	FINAL RANK
		Lee Casey, PWWM	Gaspar Miranda, PWWM	Mike Alvarez, City of Miami Beach	Peter Iglesias, City of Miami	Wisler Pierre-Louis, City of North Miami		
1	CH2MHILL, INC.							
	1B: Knowledge of Project Scope 2B: Qualifications of team members assigned to the project 3B: Ability/Capacity of Firms to Complete Scope of Work within Budget and Schedule 4B: Local Workforce Participation	1	2	2	1	2	8	2
2	AECOM TECHNICAL SERVICES, INC.							
	1B: Knowledge of Project Scope 2B: Qualifications of team members assigned to the project 3B: Ability/Capacity of Firms to Complete Scope of Work within Budget and Schedule 4B: Local Workforce Participation	2	1	1	2	1	7	1
	Faith Samuels, ISD Chairperson							

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Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2014

To: Lester Sola, Director
Internal Services Department

Through: Miriam Singer, CPPO, Assistant Director
Internal Services Department

From:

Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee
Internal Services Department

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department
Program and Construction Management Services Related to the Wastewater System Priority Projects
ISD Project No. E13-WASD-01R

The Mayoral Advisory Committee has completed the evaluation of the proposals submitted in response to the above referenced ISD Project No. following the guidelines published in the Notice to Professional Consultants (NTPC).

Following the original selection process, the County Mayor's directive dated November 15, 2013 (copy attached) outlined the necessary steps to be taken to conclude the selection process and allowed for AECOM Technical Services, Inc. (AECOM) and CH2MHill, Inc. (CH2M) to submit any additional information to supplement and/or substitute their original proposals. On November 26, 2013, the County Mayor appointed a Mayoral Advisory Committee (Committee). The Committee was tasked with providing a final ranking of the proposals submitted by AECOM and CH2M.

ISD Project No.: E13-WASD-01R

Project Title: Program and Construction Management Services Related to the Wastewater System Priority Projects

Scope of Services Summary: The Miami-Dade County's Water and Sewer Department (WASD) is the primary provider of water and wastewater services to Miami-Dade County serving a population of almost 2.3 million, making it among the largest water/wastewater utilities in the United States. At the May 21, 2013, Board of County Commissioners meeting, the Board approved the Consent Decree (CD) negotiated with the United States Environmental Protection Agency (EPA), the United States Department of Justice (DOJ) and the State of Florida Department of Environmental Protection (FDEP). The CD outlines the activities to be undertaken to reduce Sanitary Sewer Overflows (SSO's), exceedances of treated effluent limitations, and to ensure proper management, operation and maintenance practices. All capital improvement projects must be completed on or before fifteen (15) years from the date of lodging of the CD with the United States District Court. Many program requirements are required to be delivered within a certain time after the CD's "effective date" which is defined as the date the court enters the CD or six (6) months after the date of lodging whichever occured first. WASD recognizes the need for Program and Construction Management services to assist with the implementation of the CD when it is lodged with the Court. The Consultant shall be familiar with

the most recent version of the draft CD which will is available for review at WASD's website at http://www.miamidade.gov/water/wastewater-improvement-projects.asp.

The Consultant shall manage the overall delivery of all tasks required for development and implementation of a comprehensive and technically sound long-term Capacity, Management, Operations and Maintenance (CMOM) program, as well as for the design, procurement, construction, and commissioning of the capital projects required in the CD. The Consultant shall ensure that the program components are technically, economically, and functionally consistent

and are implemented in a manner that meets the specific deadlines and milestones of the CD and the requirements of the Clean Water Act, WASD's National Pollution Discharge Elimination System Permits, Florida Department of Environmental Protection (FDEP) regulations, and any additional applicable regulatory requirements.

The scope of services to be provided by the Consultant includes, but is not limited to, the following:

a) Validate the condition assessments and corresponding capital program for the Wastewater Treatment Plants (WWTP) and Wastewater Collection and Transmission System (WCTS).
b) Outline, identify and/or develop preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the CD.
c) Identify potential risks that may have an impact on the implementation of the Capital Program and provide a mitigation plan. This includes identifying and recommending mitigation options to deal with future sea level rise and storm surge.
d) Advise and provide, strategic, and day-to-day oversight and direction to the Program.
e) Prepare and maintain, together with WASD's staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols, design and process standards.
f) Coordinate and assist WASD with Wastewater Facilities Master Planning as required to ensure comprehensive and long term viability of the Consent Decree Capital Improvements.
g) Provide wastewater hydraulic computer modeling services required by the Consent Decree that is currently under negotiation, including model updates and calibration, and as required in support of the Pump Station Improvement Program using the WASD Infoworks CS model. This requires the consultant to have license(s) of Infoworks CS Hydraulics Software, latest version and be proficient with its use on large wastewater transmission and gravity networks.
h) Establish standards and guidelines for cost-estimating. The Consultant shall work with WASD staff to ensure that all project cost estimates meet the cost estimating standards, including those in planning, preliminary engineering, and detail design. The Consultant shall review cost estimates generated for consistency with the standards and guidelines and to ensure that cost estimates performed at various stages in the design process adequately and appropriately incorporate factors to account for project risk elements.
i) Develop and manage the program master schedule and task schedules, and provide budget/cost oversight of all program elements and resources.
j) Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the WASD Program Team. These reports may be used to prepare reports submitted to EPA as part of the CD requirements.
k) Work with WASD to establish and implement both a physical and an electronic central CD documents library. All documents associated with the CD, including reports, meeting agendas/minutes, transmittals, design drawings and specifications, technical memorandums, schedules, e-mails etc. shall be managed and organized in the library. The

Consultant may be requested to provide assistance to WASD in the development and management of a public website that contains information related to the execution of the Program. The Consultant shall develop templates for documents and reports to ensure consistency throughout the CD Program.

l) Support WASD with public outreach of the CD Program which may include responding to inquiries and complaints.
m) Participate in update meetings with regulatory agencies and contractors and develop required materials for each meeting.
n) Assist WASD in the preparation of all reports that are required by the CD to be submitted to EPA or any other regulatory authority.
o) Perform value engineering. This includes establishing when value engineering shall occur, the format/schedule for value engineering efforts, and establishing a standard value engineering report format and templates.
p) Provide assistance to WASD, as-needed, with permits, regulatory and environmental review. The Consultant shall review permit and environmental review work to ensure consistency with the overall Program.
q) Assist WASD in the review of design documents including constructability reviews and assist WASD and/or design consultant with bid phase services as needed.
r) Oversee and support the design and construction management phases of the capital program as needed.
s) Support CMOM implementation as requested. Assist in drafting specifications and assessing contractors' bids.
t) Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the Consent Decree WWTP and WCTS capital program.
u) Perform daily inspections, prepare daily logs, provide detailed review of contractor's updated and revised schedules, document daily progress and quality of construction work, review shop drawings, prepare recommendations for approval, review schedule of values, provide contract interpretations and clarifications, process and authorize progress payments including allowance account and change orders, review operation and maintenance manuals, respond to requests for information, and certify completion of the capital improvements.
v) Aid in the integration of consultant staff with WASD staff.

Participation Restrictions:
Proposers were advised that the selected Program and Construction Management professional and its subconsultants will be precluded from participating as a prime consultant or subconsultant at any tier on any of the following Projects listed below:

- Design Services for Wastewater Collection & Transmission System, Project Number E13-WASD-04
- Design Services for Wastewater Treatment Plant, Project Number E13-WASD-05
- Engineering Services for Capacity, Management, Operation & Maintenance Program (CMOM), Project Number E13-WASD-06

Experience and Qualifications:

1. A Prime consultant submitting should be an engineering firm experienced in all phases of wastewater engineering, including master planning, design, permitting, construction, and operation and maintenance of wastewater collection, transmission, treatment, and disposal systems.

2. The Prime consultant should also demonstrate their successful experience with Program Management Services related to the above activities, as well as planning, implementing and managing CMOM program of similar scope of complexity within the last ten years from the date

of this solicitation. The Prime Consultant should provide descriptions of at least one (1) Sanitary Sewer Overflow (SSO) CD Programs and CMOM in which the Prime Consultant has served as the Program Manager within the past ten (10) years from the date of solicitation. The proposer shall provide the same information for Construction Management Services.

3. The Subconsultants should provide a description of at least one (1) program or project that is relevant to this Scope of Work within the past ten (10) years from the solicitation date specific to their proposed responsibilities for each proposed subconsultant.

Term of Contract: One (1) non-exclusive Professional Services Agreement (PSA) with a five (5) year term with two (2) five (5) year options-to-renew at the County's sole discretion will be awarded under this solicitation. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

Community Business Enterprise Goal/Measure: On May 20, 2013, the Department of Regulatory and Economic Resources (RER), Small Business Development Division (SBD) established a 28% Community Business Enterprise (CBE) goal for this project.

Request to Advertise (RTA): Approved by the Board of County Commissioners, June 4, 2013, Resolution No. R-445-13.

Number of Proposals Received: Two (2) proposals were received by the Clerk of the Board on June 28, 2013. Section 3.3 of the NTPC states the following: "In the event that the County receives fewer than three proposals, or fewer than three proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined at its sole discretion that there is no further market availability or immediate interest to provide subject services." The Internal Services Department (ISD) conducted an analysis of market availability on July 1, 2013. A total of eighty-nine (89) firms were surveyed, and a report was issued on July 9, 2013 indicating the findings of the survey and recommending that authorization be granted to open to proceed with the selection process (copy attached).

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

County Mayor's Directive: Please refer to the attached memorandum dated November 15, 2013.

Mayoral Advisory Committee Appointment: Please refer to the attached appointment memorandum and substitution memoranda dated November 26, 2013, January 7, 2014 and January 15, 2014 respectively.

Notification to Firms: Please refer to attached notification to firms dated November 26, 2013.

Mayoral Advisory Committee Evaluation Submittal: Supplemental submittals received from CH2M and AECOM on December 13, 2013.

Mayoral Advisory Committee Evaluation Meeting / Oral Presentation: The Mayoral Advisory Committee met on January 16, 2014 to hear oral presentations from CH2M and AECOM and to evaluate and rank in order of preference the aforementioned proposers utilizing

the firms' submittals, responses to questions included in the November 26, 2013 notification and the oral presentations.

Mayoral Advisory Committee Evaluation Meeting Tabulation Report: Please refer to attached Mayoral Advisory Committee Evaluation Meeting Tabulation Report dated January 16, 2014.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, the County Mayor or his designee will appoint a Negotiation Committee to negotiate a non-exclusive PSA for this solicitation with the top-ranked firm:

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations, in the CSC's recommended order of preference. See below:

RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A 28% CBE GOAL

AECOM Technical Services, Inc.
Score: 7
Final Ranking: 1

The following team will serve as the alternate:

CH2MHILL, INC.
Score: 8
Final Ranking: 2

Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contract ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum. Should negotiations fail with the first ranked firm, approval is requested by way of this memorandum to initiate negotiations with the second ranked firm.

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. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:

Approved 1/24/14 Date

Not Approved Date

Attachments:

1. List of Respondents
2. Analysis of Market Availability
3. County Mayor's Memorandum dated November 15, 2013
4. Mayoral Advisory Committee Appointment Memo dated November 26, 2013
5. Notification to Firms dated November 26, 2013
6. Mayoral Advisory Committee Substitution #1 Memorandum dated January 6, 2014
7. Mayoral Advisory Committee Substitution #2 Memorandum dated January 15, 2014
8. Mayoral Advisory Committee Evaluation Meeting Tabulation Report dated January 16, 2014

c: Alina Hudak, Deputy Mayor
John Renfrow, P.E., Director, WASD
Competitive Selection Committee
Clerk of the Board of County Commissioners

Memorandum

MIAMI-DADE COUNTY

Date: January 24, 2014

To: Those Listed Below

From: Lester Sola, Director
Internal Services Department

Subject: Appointment of Negotiation Committee
Miami-Dade Water and Sewer Department
Program and Construction Management Services Related
to the Wastewater System Priority Projects
ISD Project No. E13-WASD-01R

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, I am hereby appointing those listed below as the Negotiation Committee for the Miami-Dade Water and Sewer Department Program and Construction Management Services Related to the Wastewater System Priority Projects – Project No. E13-WASD-01R.

Negotiation Committee Members
Faith Samuels, ISD, Non-Voting Chairperson
Robert Fergen, WASD
Lee Casey, PWWM
Gaspar Miranda, PWWM

Please be advised that this project remains under the Cone of Silence. All questions must be directed to Ms. Faith Samuels, Sr. A/E Consultant Selection Coordinator, Internal Services Department.

c: Alina Hudak, Deputy Mayor
John Renfrow, P.E., Director, WASD
Clerk of the Board

Negotiation Committee
Faith Samuels, ISD, Non-Voting Chairperson
Robert Fergen, WASD
Lee Casey, PWWM
Gaspar Miranda, PWWM

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

Made as of the ___ day of _____ in the year 2014.

Between the COUNTY: Miami-Dade County, Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "COUNTY", which shall include its officials, successors, legal representatives and assigns.

And the PROGRAM MANAGER:

Name:	AECOM Technical Services, Inc.
FEIN:	952661922
Address:	800 South Douglas Road, North Tower,
Suite 200	Coral Gables, Florida 33134
Phone Number:	305-444-4691
Fax Number:	305-447-3578
E-mail Address:	Pedro.Hernandez@aecom.com

The PROGRAM MANAGER shall include its officials, successors, legal representatives and assigns.

The COUNTY and the PROGRAM MANAGER agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
AECOM TECHNICAL SERVICES, INC.
AGREEMENT NO. 14ATSI001

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THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and AECOM TECHNICAL SERVICES, INC., a California corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "PROGRAM MANAGER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the PROGRAM MANAGER and the PROGRAM MANAGER hereby covenants to provide Program and Construction Management Services related to the Wastewater System Priority Projects.

1. DEFINITIONS

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this Agreement, which the PROGRAM MANAGER shall perform at COUNTY's option and when authorized by task authorization to proceed(s) in accordance with the terms of this Agreement.

AGREEMENT: This written Agreement between the COUNTY and the PROGRAM MANAGER, including the Appendices and Exhibits attached hereto and all Amendments and task authorization to proceed issued by the COUNTY hereunder.

AMENDMENT: A written modification to this Agreement executed by the PROGRAM MANAGER and the COUNTY covering changes, additions, or reductions in the terms of this Agreement.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All applicable Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the Charter referenced in this Agreement are posted on the County's website www.miamidade.gov. If, after the date of this Agreement, there is any change in Applicable Laws which increase the services to be provided, or cost or expenses incurred by the PROGRAM MANAGER in performing the services under this Agreement, then the PROGRAM MANAGER'S compensation otherwise payable under this Agreement may be increased or decreased accordingly by mutual

agreement between the Parties hereto; however, no increase in compensation hereunder shall be effective unless authorized by a written amendment approved by the Board of County Commissioners.

APPLICATION FOR PAYMENT: The PROGRAM MANAGER's invoice and associated documentation required for submittal to the Miami-Dade Water and Sewer Department (WASD or Department) to request payments due under the Agreement in a format acceptable to WASD.

AWARD: The issuance of a Contract by Miami-Dade COUNTY.

BOARD OF COUNTY COMMISSIONERS ("BCC"): The duly elected officials authorized to act on behalf of the COUNTY.

COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a Design-Build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million dollars ($2,000,000) for the first tier CBE-A/Es, four million five hundred thousand dollars ($4,500,000) dollars for second tier CBE-A/Es in the case of architectural services, or six million dollars ($6,000,000) for second tier CBE-A/E(s) in the case of landscape architectural services, engineering, or surveying and mapping services.

CONSENT DECREE (CD): The agreement (Case: No. 1:12-cv-24400-FAM) between Miami-Dade County, the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection requires that the COUNTY undertakes a series of projects, operating and maintenance tasks, and monitoring activities in its wastewater system to reduce and prevent sanitary sewer overflows.

CONSTRUCTION MANAGEMENT SERVICES: Contract administration, construction management and field inspections includes but not limited to: engineering and construction administration activities during the design, permitting and construction phases of the design contract; daily on-site inspections, maintaining daily progress log(s), coordinating weekly status meetings; reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments including allowance accounts and change orders; reviewing and accepting as-built drawings; utilizing WASD's project control system to track all documents and activities, interface with construction managers and WASD's staff as needed; and responding to requests for information.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated work, as directed by the Director or his designee, which is necessary to satisfactorily complete the Project. Any time or money within the

Contingency Allowance Account not directly authorized for use by the Director or his designee remains with the COUNTY.

CONTRACT PRICE: The amount specified in Section 10(D) "Maximum Compensation", pursuant to the terms and conditions of this Agreement

COUNTY (Miami-Dade County): A political subdivision of the State of Florida. In all respects hereunder, the COUNTY's performance is pursuant to the COUNTY's position as the Owner of this Project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the COUNTY's authority as a governmental body and shall not be attributable in any manner to the COUNTY as a party to this AGREEMENT.

COUNTY'S REPRESENTATIVE: The Director or the Director's designee, and individual(s) or firms(s) designated to act on his behalf in the administration of the AGREEMENT within the limits of their respective authorization. The Director's designee is the Program Director.

DAYS: Unless otherwise designated, days mean calendar days.

DEPARTMENT: A department of Miami-Dade County represented by and acting through the Director or his/her designee(s).

DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the PROGRAM MANAGER directly engaged by the PROGRAM MANAGER on the Project, as reported to the Director of United States Internal Revenue Service and billed to the COUNTY hereunder on a Multiple of Direct Salaries basis pursuant to a Task Order for Additional Services under this AGREEMENT. Personnel directly engaged on the Project by the PROGRAM MANAGER may include architects, engineers, designers, inspectors, agents and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

DIRECTOR: The Director of the Miami-Dade Water and Sewer Department (WASD) who administers the Contract on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the Director during the execution of the design and construction of the Project, and is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the AGREEMENT is duly executed by all parties and is legally binding and enforceable.

EMERGENCY: As defined by WASD's Director or the Director's designee.

FIELD ORDER: A written order issued by the COUNTY or the Director's designee which orders minor changes in the Project but which does not involve a change in the total cost or time or performance.

FIELD REPRESENTATIVE: An authorized representative of the COUNTY providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the AGREEMENT.

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 PROGRAM MANAGER and shall include, but not be limited to: strikes, lockouts, other industrial disturbances or similar occurrence, which have or may reasonably be expected to have a material adverse effect on the rights and obligations under this AGREEMENT, and which by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of Subconsultants, materials men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the PROGRAM MANAGER and of the work performed by the PROGRAM MANAGER.

INSURANCE SPECIFICATIONS: Insurance requirements of the AGREEMENT to be provided by the PROGRAM MANAGER and included in Section 27 in the AGREEMENT.

LUMP SUM: A basis for compensation of the PROGRAM MANAGER for Services performed.

MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD or Department): A department of Miami-Dade County which maintains and operates the COUNTY's water and sewer system.

NOTICE OF TERMINATION: Written notice from Director to the PROGRAM MANAGER to stop work under the AGREEMENT on the date and to the extent specified in the Notice of Termination.

NOTICE TO PROCEED (NTP): Written notice from the Director or the Director's designee to the PROGRAM MANAGER specifying the date on which the PROGRAM MANAGER is to proceed with the Work and on which the AGREEMENT period begins.

PRICE PROPOSAL: The form by which the PROGRAM MANAGER provides his/her prices for the WORK in the proposal provided in response to the Notice to Professional Consultants.

PROGRAM DIRECTOR: The individual designated by WASD's Director to be responsible for the overall coordination of its staff and services to be provided under the Professional Services Agreement with the COUNTY.

PROGRAM MANAGER: The firm responsible for the overall coordination of its staff and services to be provided under the AGREEMENT with the COUNTY.

PROGRAM MANAGEMENT SERVICES: The group of services, tasks and activities needed to oversee the development and implementation of an array of related consent decree requirements.

PROGRAM TEAM: Those individuals or firms identified by WASD in the Work Task authorization to proceed. TEAM members may include County employees and consultants.

PROGRAM: The Scope of the Work and Services as identified in Section 3 of this AGREEMENT including all amendments.

PROJECT: Any discrete element or scope of work necessary to achieve the successful completion of the PROGRAM.

PROJECT MANAGER: An individual designated by the Program Manager to represent the Program Manager during the completion of the Program.

PROGRAM INITIATION DATE: The date provided in the Notice to Proceed (NTP) upon which the Contract's time for performance begins.

PROGRAM SCHEDULE: The schedule covering the entire scope and duration of the Program prepared in the critical path method (CPM) and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the PROGRAM MANAGER to the DIRECTOR or the Director's designee for approval. The schedule indicates the Projects durations and sequence of key activities of engineering, design, permitting, construction, testing and commissioning and indicates milestone event dates as required by the Agreement.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the PROGRAM MANAGER's Proposal for this AGREEMENT, consisting of qualifications data and information; technical narrative descriptions; design and construction data; plans and calculations; commercial data including pricing, insurance and bonding; and forms provided in the AGREEMENT, and other related documents specified in the AGREEMENT, and errata and addenda thereto.

REIMBURSABLE EXPENSES: Those expenses delineated in Section 10(C) "Reimbursable Expenses" of this AGREEMENT which are separately approved by the COUNTY which are incurred by the PROGRAM MANAGER in the fulfillment of this AGREEMENT and which are to be compensated to the PROGRAM MANAGER in addition to the Compensation for Services.

SCOPE OF SERVICES (PROFESSIONAL SERVICES): The Scope of Services as defined in Section 3 herein.

SERVICES: As defined in Section 3 herein.

STATE: The State of Florida.

SUBCONSULTANT: A Subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an agreement with the PROGRAM MANAGER to furnish professional services for the Project Scope of Services. A Subconsultant does not furnish trade labor for construction.

TASK AUTHORIZATION TO PROCEED (TASK OR WORK ORDER): A written order, authorized by the Director or his designee, directing the PROGRAM MANAGER to perform work under this AGREEMENT.

VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or for eliminating items that add cost without contributing to required functions.

VALUE ENGINEERING (VE): The systematic application of recognized techniques for optimizing both cost and performance and/or providing innovative techniques in a new or existing facility or system, or for eliminating or replacing items to reduce cost without significantly reducing the required functions and/or performance of the facility or system.

WORK (SERVICES): All services, tasks, and activities related to the CD requirements.

2. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED: The COUNTY agrees that WASD shall furnish to the PROGRAM MANAGER any plans or other data reasonably available in the COUNTY's 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 PROGRAM MANAGER without guarantee regarding its reliability and accuracy. The PROGRAM MANAGER shall not be responsible for independently verifying such information if it shall be used by the PROGRAM MANAGER to accomplish the work undertaken pursuant to this AGREEMENT,

except where the PROGRAM MANAGER, pursuant to the standard of care, determines that such information is or could be unreliable.

The PROGRAM MANAGER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed in a form similar as shown in Attachment "A". No payment shall be made for the PROGRAM MANAGER's time or service in connection with the preparation of any such proposal. The Director or his designee shall confer with the PROGRAM MANAGER before any task authorization to proceed is issued in order 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.

The Director or his designee shall issue written task authorization to proceed to the PROGRAM MANAGER 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 PROGRAM MANAGER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the PROGRAM MANAGER shall cease work and submit an invoice for work completed.

3. PROFESSIONAL SERVICES: Upon receipt of task authorization to proceed from the Director, the PROGRAM MANAGER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task authorization to proceed. The PROGRAM MANAGER shall manage the overall delivery of all tasks required for development and implementation of a comprehensive and technically sound long-term Capacity, Management, Operations and Maintenance (CMOM) program, and shall manage the design, procurement, construction, and commissioning of the capital projects required in the Consent Decree (CD). The PROGRAM MANAGER shall be familiar and acknowledges that it will comply with the CD that is on WASD's website at http://www.miamidade.gov/water/wastewater-improvement-projects.asp. The PROGRAM MANAGER shall verify that the program components are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the CD and the requirements of the Clean Water Act, WASD's National Pollution Discharge Elimination System Permits, Florida Department of Environmental Protection (FDEP) regulations, and any additional applicable regulatory requirements. The Scope of Services to be provided by the PROGRAM MANGER includes, but is not limited to, the following:

   A. Validate the condition assessments and corresponding capital program for the Wastewater Treatment Plants (WWTP) and Wastewater Collection and Transmission System (WCTS).
   B. Outline, identify and/or develop preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the CD.

C. Identify potential risks that may have an impact on the implementation of the CD Capital Improvement Projects and provide a mitigation plan. This includes identifying and recommending mitigation options to deal with future sea level rise and storm surge.
D. Advise and provide strategic and day-to-day oversight and direction to the Program Director.
E. Prepare and maintain, together with WASD's staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols, and design and process standards.
F. Coordinate and assist WASD with Wastewater Facilities Master Planning required to, ensure comprehensive and long term viability of the Consent Decree Capital Improvements.
G. Provide wastewater hydraulic computer modeling services required by the CD, including model updates and calibration, and as required in support of the Pump Station Improvement Program using the WASD Infoworks CS model. This requires the PROGRAM MANAGER to have license(s) of Infoworks CS Hydraulics Software, latest version, and to be proficient with use of the software on large wastewater transmission and gravity networks.
H. Establish standards and guidelines for cost-estimating. The PROGRAM MANAGER shall work with WASD's staff to verify that all Project cost estimates meet the cost estimating standards, including those in planning, preliminary engineering, and detail design. The PROGRAM MANAGER shall review cost estimates generated for consistency with the standards and guidelines and to verify that cost estimates performed at various stages in the design process adequately and appropriately incorporate factors to account for project risk elements.
I. Develop and manage the Program Schedule and task schedules, and provide budget/cost oversight of all program elements and resources.
J. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the Program Team. These reports may be used to prepare reports submitted to EPA as part of the CD requirements.
K. Work with WASD to establish and implement both a physical and an electronic central CD documents library. All documents associated with the CD, including reports, meeting agendas/minutes, transmittals, design drawings and specifications, technical memoranda, schedules, e-mails etc. shall be managed and organized in the library. The PROGRAM MANAGER may be requested to provide assistance to WASD in the development and management of a public website that contains information related to the execution of the Program. The PROGRAM MANAGER shall develop templates for documents and reports to verify consistency throughout the Program.
L. Support WASD with public outreach of the Program which may include responding to inquiries and complaints.

M. Participate in update meetings with regulatory agencies and contractors and develop required materials for each meeting.
N. Assist WASD in the preparation of all reports that are required by the CD to be submitted to EPA or any other regulatory authority.
O. Perform Value Engineering. This includes establishing when Value Engineering shall occur, the format/schedule for Value Engineering efforts, and establishing a standard value engineering report format and templates.
P. Provide assistance to WASD, as-needed, with permits, regulatory and environmental review. The PROGRAM MANAGER shall review permit and environmental review work to ensure consistency with the overall Program.
Q. Assist WASD in the review of design documents including constructability reviews and assist WASD and/or design Consultant with bid phase services as needed.
R. Oversee and support the design and construction management phases of the capital program as needed.
S. Support CMOM implementation as requested. Assist in drafting specifications and assessing contractors' bids.
T. Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the Consent Decree WWTP and WCTS capital program.
U. When specifically authorized in writing by the Program Director; the PROGRAM MANAGER shall perform daily inspections of construction work being performed to confirm if such work is being performed in accordance with the Consent Decree (inclusive of inspecting worksite materials, equipment, work-in-place, site preparation, manpower, Contractor means, methods, techniques, safety procedures and/or schedules) prepare daily logs, provide detailed review of contractors' updated and revised schedules, document daily progress and quality of construction work, prepare recommendations for approval, review schedule of values, provide contract interpretations and clarifications, process and recommend approval of progress payments including allowance account and change orders, review operation and maintenance manuals, respond to requests for information, and certify completion of the capital improvements. Notwithstanding, to the extent that a Contractor's choices as to means, methods, techniques, procedures, or safety measures are consistent with such Contractor's contractual or other legal obligations, or if they are inconsistent with such obligations and PROGRAM MANAGER's inspections and other services were performed in accordance with the standard of care set forth in this AGREEMENT, the PROGRAM MANAGER shall not be responsible for such Contractor's choices, or for the choices of any other entity for which PROGRAM MANAGER is not legally liable. Pursuant to any authorized inspection activity, the PROGRAM MANAGER shall inform the COUNTY of any instance where the PROGRAM MANAGER observes that a Contractor's choice in means, methods, techniques, procedures or safety measures is inconsistent with any contractual or legal obligation imposed on that Contractor; moreover, if specifically authorized by the COUNTY, the PROGRAM MANAGER shall

have the right and obligation to order the Contractor to stop work that is inconsistent with such contractual or legal obligations. In addition, PROGRAM MANAGER shall not be responsible for the performance of COUNTY's designers or any other party for whom the PROGRAM MANAGER is not legally liable, except that the PROGRAM MANAGER shall not be relieved of its obligations to perform any services, including design services if and to the extent authorized herein, in accordance with the standard of care.

V. Aid in the integration of Consultant's staff with WASD's staff.

First Task Service Order for the First Six Months (Attachment B) – The services to be provided by the PROGRAM MANAGER as part of the First Task Service Order will include, but not be limited to the following:

1. Task 1 – Consent Decree Compliance
2. Task 2 – Wastewater Treatment Plant Design Management
3. Task 3 – Water Collection Transmission System Design Management
4. Task 4 – Construction Management
5. Task 5 – Program Controls
6. Task 6 – Community Involvement
7. Task 7 – Program Management

The total compensation for the First Task Service Order is four million, seven hundred twenty-five thousand, one hundred five dollars ($4,725,105.00). The scope of work included in Attachment "B" shall be completed within one hundred eighty calendar days (180) once the Notice to Proceed has been issued. Any modification(s) made to the First Task Service Order must be approved by the Director or the Director's designee. Additional task order as authorized by the Director or the Director's designee will be forthcoming.

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE PROGRAM MANAGER/ INDEPENDENT CONTRACTOR RELATIONSHIP: The PROGRAM MANAGER is, and shall be in the performance of all work services and activities under this AGREEMENT, an independent contractor, and not an employee, agent or servant of the COUNTY. All employees of PROGRAM MANAGER engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the PROGRAM MANAGER's sole direction, supervision and control. The PROGRAM MANAGER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the PROGRAM MANAGER's relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The PROGRAM MANAGER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this AGREEMENT or a Work Order. The PROGRAM MANAGER shall supply competent employees. The COUNTY may require the PROGRAM MANAGER to remove an employee if, in the COUNTY's sole judgment, it deems the employee careless, incompetent, insubordinate or

otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and should wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task authorization to proceed. The PROGRAM MANAGER shall not replace any employee in the team initially proposed by the PROGRAM MANAGER without prior approval from the Director or his designee. The PROGRAM MANAGER shall submit a list of employees intended to be engaged in the work under this AGREEMENT, including their classification and labor rates, as reported to the Internal Revenue Service, with such labor rates made a part hereof as Attachment "C" to this AGREEMENT. All employees engaged in this Project will be required to submit the attached conflict of interest "Affidavit" as Attachment "D".

5. PROGRAM MANAGER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this AGREEMENT, the PROGRAM MANAGER agrees to:
   A. Use the same 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 at all times to meet completion requirements of the PROFESSIONAL SERVICES within the term specified in the applicable task authorization to proceed.
   C. Comply with the federal, state and local laws or ordinance applicable to the work.
   D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
   E. Provide a written report on 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 the Director's 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 effective term of the AGREEMENT and implementation of improvements for which the PROGRAM MANAGER 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 PROGRAM MANAGER shall not be compensated for the correction of errors and omissions on the part of the PROGRAM MANAGER.
   H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
   I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of WASD. IT staff must

be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this AGREEMENT shall be transferred in an approved media and format by IT.

J. All systems developed by the PROGRAM MANAGER pursuant to this AGREEMENT shall become the property of the COUNTY.

K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these standards if the system is developed outside these parameters will be the burden of the PROGRAM MANAGER.

L. The COUNTY reserves the right to require background checks on PROGRAM MANAGER's staff working on sensitive WASD infrastructure information, especially GIS layers. WASD may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the PROGRAM MANAGER responsible for the security of this data.

M. All PROGRAM MANAGER staff wishing to gain access to work via the COUNTY's network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the Project, or if not signed-on to the network after ten (10) days.

N. The PROGRAM MANAGER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.

O. The PROGRAM MANAGER shall comply with applicable provisions of any Consent Decree entered into by the COUNTY for its Wastewater facilities improvements.

6. <u>WASD'S ORGANIZATIONAL CONFLICT OF INTEREST, ADVANCE TEAMING RESTRICTIONS AND CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY :</u>

A. WASD's ORGANIZATIONAL CONFLICT OF INTEREST

1) Policy: The COUNTY, through WASD, adopts the provisions of this Section to govern potential conflicts of interest in its procurement of Consultants to implement the Program. It is the policy of the COUNTY, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the COUNTY's contracting for the Program and to protect the business interests of the COUNTY thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2) Definitions: Organizational conflict of interest situation in which a Consultant: (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the COUNTY in a matter (such as in drafting specifications or assessing another Consultant's or contractor's proposal or performance and the Consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the Contract, the Contractor may be improperly influenced by its own interests rather than the best interest of the COUNTY, or (b) would have an unfair competitive advantage in a COUNTY competitive solicitation as a result of having performed work on a COUNTY Contract that put the Consultant in a position to influence the result of the solicitation.

Affiliates: Business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Prime Consultants shall be the Consultant selected to Contract directly with the COUNTY for each of the anticipated five Contracts under the Program.

Subconsultants: firms under Contract with the Prime Consultant.

3) Certification of no organizational conflict of interest. The Consultant's: (a) execution of the Contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the Consultant's certification to the COUNTY that the Consultant does not have knowledge of any organizational conflicts of interest to exist in performing the work under the Contract. False certifications may be considered a material breach of the Contract and the Consultant may be liable to the COUNTY for a false claim under the COUNTY's false claim ordinance. At any time in anticipation of awarding the Contract, or during the performance of the Contract, the COUNTY may require the Consultant to execute an express written certification that after diligent inquiry the Consultant does not have knowledge of any organizational conflict of interest. The COUNTY may also require the Consultant to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the Contract.

4) Identification of organizational conflict of interest. The Consultant shall be obligated to disclose to the COUNTY any organizational conflict of interest, or the potential for the same to occur, immediately upon its

discovery. The disclosure shall be in writing, addressed to the Contract Manager identified in the Contract specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the COUNTY's analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The Consultant's failure to identify an organizational conflict of interest, or to disclose the same to the COUNTY in the manner set forth in this Section, may be considered a material breach of the Contract. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same Subconsultants which may be Primes or Subconsultants in other Program Contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the COUNTY as a criterion for selection as set forth in the applicable competitive solicitation documents.

5) Addressing organizational conflicts of interest. The COUNTY will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director, with the assistance of such other persons as he may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The COUNTY shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the COUNTY must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk-relating to the COUNTY's business interests, then the COUNTY shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the COUNTY's interest is outweighed by the expected benefit from having the conflicted Consultant perform the Contract.

6) Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Prime and/or its Subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting Subconsultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or

prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Consultant and Subconsultant duties to mitigate organizational conflicts of interest, (g) requiring sub-Consultants who are conflict free to perform identified areas of work, (h) requiring the Consultant or its Subconsultant s to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

7) Documentation and evaluation: The Director will set forth in the Contract file a written explanation of the methodology used to address an identified organizational conflict of interest. The COUNTY shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG or COE.

8) Organizational conflicts of interest which are not remedied: If in the sole discretion of the COUNTY there is no measure or combination of measures which protect the COUNTY against the organizational conflict of interest, and then the Consultant may not perform the subject work. The COUNTY may in its discretion, if pre-award, decide not to award the Contract to the affected Consultant, and following award, terminate the Contract , or portion of the Contract, which the Consultant has materially breached because of such inability to perform.

B. Advance Restrictions

1) General. The Program shall be subject to the advance restrictions set forth in this subsection. While the advance restrictions have been designed to prevent the major anticipated organizational conflicts of interest, compliance with the advance restrictions is not a guarantee that a firm complies with the COUNTY's policy on organizational conflicts of interest, which shall at all times be governed by the other requirements of this Section.

The advance restrictions set forth in this subsection apply to both Consultants and their affiliates. In the event that Consultants apply as joint ventures, the advance restrictions shall apply to each of the members of the joint venture.

The COUNTY may award a Contract notwithstanding the advance restrictions upon a finding that, following competition, the restriction prevents the COUNTY from contracting with the sole responsive and responsible contractor offering to provide the services in terms acceptable to the COUNTY.

The COUNTY will not permit subcontracting or teaming arrangements which are not commercially reasonable and clearly designed to avoid the advance restrictions set forth in this Section. The decision of the COUNTY to prohibit any such arrangement as a violation of the advance restrictions set forth in this policy shall be final.

2) Prime Consultants. The COUNTY anticipates awarding four separate Contracts, each to a different Prime Consultant for the following scope of services: Program Management Consultant, Capacity Management, Operation and Maintenance (CMOM) Program Consultant, Design of Wastewater Treatment Plant Capital Improvements, and Design of Wastewater Collection and Transmission Systems Capital Improvements. The Scope of Services for each of the four separate Contracts is described within each independent solicitation. While Consultants will be permitted to submit proposals for more than one contract, it is anticipated that the COUNTY will award each Prime Consultant only one Contract.

   It is anticipated that the COUNTY will select first the Prime Consultant for Program Management Consultant. The Prime Consultant selected as a Program Management Consultant shall not participate as a Subconsultant to any other Prime Consultant.

3) SUBCONSULTANTS: Subconsultants to the selected PROGRAM MANAGER shall not be a Subconsultant to any other Prime Consultant under the Program. Other than the waiver for no availability set forth in paragraph (1) above, this restriction may not be waived at the time of selection of the Prime Consultants. Following the initial selection of Prime Consultants, and during the course of the performance of the contracts, if any, the Director may in his or her sole discretion waive this restriction applicable to Subconsultants of the PROGRAM MANAGER upon consideration of the following criteria: (a) the scope of work performed by the affected Subconsultant in the Program, (b) any unique expertise of the Subconsultant for the subject work, (c) the fees earned by the Subconsultant during the course of his engagement for the PROGRAM MANAGER, (d) the availability of other competent firms available to perform the subject work, (e) changes in the ownership or personnel of the affected Subconsultant or other firms participating in the Program. No waiver shall be given if such waiver would result in an organizational conflict of interest that cannot be addressed in the discretion of the Director.

4) Proposers must select between submitting as a Prime Consultant or Subconsultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

5) Consultants electing to submit as a Prime Consultant may only respond once to a solicitation, limited to participation on a single team. If submitting as a Prime Consultant, said Consultant may not participate as a Subconsultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions

7. TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION: The services to be rendered by the PROGRAM MANAGER for each Section of the work shall commence upon receipt of a written task 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.

8. 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 PROGRAM MANAGER shall not be entitled to an increase in the sum, payment or compensation of any kind from the COUNTY beyond that set forth in this AGREEMENT 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 PROGRAM MANAGER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the PROGRAM MANAGER shall be entitled only to extensions of the 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 PROGRAM MANAGER is delayed in performing any obligation under this AGREEMENT due to a force majeure or inevitable accident or occurrence. The PROGRAM MANAGER 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 PROGRAM MANAGER to bring any civil action for either compensable or non-compensable time extension. Notwithstanding, where the PROGRAM MANAGER has discharged its obligations hereunder consistent with the standard of care, the PROGRAM MANAGER shall not be responsible for a delay encountered or caused by a contractor or any other party for whom the PROGRAM MANAGER is not legally liable.

9. FORCE MAJEURE: No party shall be liable for its failure to carry out its obligations under the AGREEMENT during a period when such party is rendered unable, in whole or in part, by force majeure to carry out such obligations, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of force majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a force majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

10. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the PROGRAM MANAGER agrees to accept a fee representing full compensation for the performance of the services specified herein. The PROGRAM MANAGER shall submit monthly invoices for all work in progress using a format and procedure provided by WASD and in accordance with the Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (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 PROGRAM MANAGER if the COUNTY determines that the PROGRAM MANAGER 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 to proceed approved by the Director or the Director's his designee:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

1) The fee for professional services rendered by the PROGRAM MANAGER'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 PROGRAM MANAGER's employees working in COUNTY offices and 2.1 for all Field Employees. Office Personnel shall mean personnel that are located in the home offices of the PROGRAM MANAGER and/or Subconsultant(s). Field Personnel shall mean personnel that are performing duties in the field or outside of the home offices of the PROGRAM MANAGER and/or Subconsultant, and at offices of the COUNTY for more than thirty (30) days, but not considered permanent. This fee shall constitute full compensation to the PROGRAM MANAGER for costs incurred in the performance of the work, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Clerical staff is defined to include secretarial, word processing and staff performing administrative functions. In no case shall the

maximum rate of compensation, including multipliers of direct salary, exceed two hundred fifty-five dollars ($255.00) per hour for the PROGRAM MANAGER and Subconsultant(s), with the exception of the David Haywood, Deputy Program Manager, two hundred ninety-five dollars ($295.00); Pedro Hernandez, Program Executive, two hundred seventy-five dollars ($275.00); and Gustavo Soto-Rosa, Program Control Manager, two hundred seventy-five dollars ($275.00). Furthermore, the maximum hourly rates (before the multiplier) are capped and set not to exceed as follows:

Senior Project Manager, Technical Experts	$80.00
Project Manager and Registered Technical Staff	$75.00
Non-Registered Technical Staff	$60.00
Administrative Support Staff	$45.00
Clerical, Document Control Staff	$25.00

The COUNTY has the right to verify the rates and multipliers used in this AGREEMENT through an audit. No escalation of the foregoing not-to-exceed salary caps will be permitted within the entire duration of the term of this AGREEMENT.

2) For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime work considered necessary and previously authorized in advance by the Director in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals and all salaried employees shall not receive additional compensation for performance of overtime work. Overtime is defined as work in excess of forty (40) hours per week. The multiplier rate in Section 10. A (1) does not apply.

3) Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the PROGRAM MANAGER and its Subconsultant(s), and made a part hereof as Attachment "C" and consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to approval by the Director prior to starting work.

4) Except in the event of early termination, pursuant to Section 22 of this AGREEMENT, the PROGRAM MANAGER and its Subconsultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind including, but not limited to: insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple

factor set forth in Section 10.A. (1) above shall cover all such costs pertinent to the work.

5) All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the PROGRAM MANAGER unless otherwise provided for herein or within a written task authorization to proceed. The PROGRAM MANAGER shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the PROGRAM MANAGER, payable to such Subconsultant(s).

6) The PROGRAM MANAGER shall promptly make all payments to such Subconsultant(s) following receipt by the PROGRAM MANAGER of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the PROGRAM MANAGER shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Subconsultants(s) authorized by the Director as services shall not exceed the PROGRAM MANAGER's rates referenced above unless otherwise approved in advance by the Director.

7) The PROGRAM MANAGER and its Subconsultant(s) shall be compensated at the flat rate of one hundred thirty dollars ($130.00) per hour for the time a Principal(s) is/are engaged directly in the work. This rate shall not be subject to the negotiated multiplier. The Director reserves the right to substitute Principals in its sole discretion upon request by the PROGRAM MANAGER.

8) Not To Exceed: Under this compensation, the PROGRAM MANAGER is compensated for the actual time of personnel engaged directly in performing services under this AGREEMENT. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the task authorization to proceed. The compensation method shall be in accordance with the compensation schedule as shown in Section 10.A. (1) of this AGREEMENT.

B. Lump Sum Fee: The fee for any requested portion of work may be, at the option of WASD, a lump sum mutually agreed upon by the COUNTY and the PROGRAM MANAGER. The Lump Sum fee will be estimated based on the direct salaries times the negotiated multiplier time the hours per employee. Designated lump sum fees shall be stated in the written task authorization to proceed. Lump Sum Fees shall NOT include any reimbursable expenses which must be separately accounted and paid on the basis of original receipts and actual costs.

C. Reimbursable Expenses: The PROGRAM MANAGER may be compensated on a direct reimbursement basis for certain work related expenditures not covered by fees for engineering services, provided such expenditures are

reasonable and previously authorized by the Director or his designee in writing. Reimbursable expenses typically are not considered the cost of doing day to day business and 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 commuting), the PROGRAM MANAGER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Section 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 PROGRAM MANAGER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the PROGRAM MANAGER shall maintain accurate records in a format and procedure provided by WASD, and the PROGRAM MANAGER shall submit said records with their invoices.

3) Reimbursable expenses of the PROGRAM MANAGER and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid. The PROGRAM MANAGER shall be required to submit original receipts of all reimbursable expenses for tasks orders issued on a time and material basis and lump sum.

4) Expenses incurred by the PROGRAM MANAGER for an office trailer required to perform services at the Project locations. In the event the COUNTY requests the PROGRAM MANAGER to provide an office trailer, the COUNTY shall reimburse the PROGRAM MANAGER for expenses associated with the use of the office trailer such as, but not limited to, the lease payments, office furniture and equipment, permitting fees, site preparation fees including installation of utilities, monthly utilities costs, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY.

5) Items not listed shall be reviewed on a case-by-case basis and shall require approval in advance by the Director or the Director's designee.

D. Maximum Compensation: The total of all payments to the PROGRAM MANAGER pursuant to this AGREEMENT shall not exceed ninety-one million, one hundred forty-nine thousand, four hundred ninety-seven dollars

($91,149,497.00), inclusive of contingencies for an effective term of five (5) years with two (2) five (5) years option to renew. No minimum amount of work or compensation is guaranteed to the PROGRAM MANAGER. Notwithstanding the foregoing, nothing contained herein is intended as a guaranteed maximum price for the performance of the Services, rather all such Services and the costs associated with same are to be further outlined in subsequent Task Orders. The Maximum Compensation may not be increased for the entire duration of this AGREEMENT except through written amendment hereto approved by the Board of County Commissioners.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of Services or Additional Services by the PROGRAM MANAGER after the ninety-one million, one hundred forty-nine thousand, four hundred ninety-seven dollars ($91,149,497.00) maximum compensation limit of the AGREEMENT has been encumbered, the Director shall have the right to authorize performance of additional services, provided that compensation for such services does not exceed zero percent (0%) of the AGREEMENT maximum compensation limit or zero dollars ($0). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the PROGRAM MANAGER. The task authorization to proceed must clearly identify, explain and justify the reason for the additional services. The PROGRAM MANAGER 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 Allowance Account remains the property of the COUNTY.

F. Compensation for Other Services (IF APPLICABLE):

1) Surveying and Testing Services: In the event surveying and testing services are required during the Project and such work is authorized by the Director or his designee, the PROGRAM MANAGER shall be compensated for performance of said work and the rates shall not exceed the negotiated rates under the latest Miami-Dade County Public Works and Waste Management Department contract and schedule of payment, attached as Attachment "E".

G. Truth-In-Negotiation Certification of Wage Rates: Pursuant to Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes, for all lump-sum or cost-plus-a-fixed-fee professional services agreement over the threshold amount provided in Section 287.017, Florida Statutes, for Category Four, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate as attached hereto as Attachment "F". The PROGRAM MANAGER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, 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. The COUNTY reserves the right to request a certified copy of the PROGRAM MANAGER's payroll prior to issuing a task authorization to proceed.

H. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of Section 10 of this AGREEMENT, the COUNTY reserves the right in its sole discretion, through the Director or the Director's designee, to negotiate fees and rates with PROGRAM MANAGER, mutually acceptable to COUNTY and PROGRAM MANAGER, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

11. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the PROGRAM MANAGER, in accordance with Prompt Payment Ordinance No. 94-40, as 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 PROGRAM MANAGER is responsible to submit invoices that do not contain charges that are more than one hundred twenty (120) days old. In the case where disallowed charges are found, the COUNTY shall pay all non-disputed amounts within the time prescribed by Ordinance No. 94-40. The PROGRAM MANAGER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate and/or Reimbursable Expenses:
   1) The PROGRAM MANAGER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular work order that authorized the services and shall include a status report describing work completed.
   2) With each invoice, the PROGRAM MANAGER shall submit a "Monthly Utilization Report" (MUR) form in accordance with the Internal Services Department, Division of Small Business Development requirements. Invoices shall not be considered valid without said form. The MUR shall indicate the amount of contract monies received and paid to the PROGRAM MANAGER, including payments to Subconsultant(s). The MUR format is attached as Attachment "G".
   3) Invoices shall not be considered valid without said form.
   4) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 10 of this AGREEMENT.

5) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee:

1) The PROGRAM MANAGER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular work order authorized the services and shall include a status report describing work completed.
2) With each invoice, the PROGRAM MANAGER shall submit a "Monthly Utilization Report" form in accordance with the Internal Services Department, Division of Small Business Development requirements. Invoices shall not be considered valid without said form.
3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous payments.
4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

12. CHANGE OF PRINCIPAL, PROGRAM DIRECTOR AND/OR DEPUTY PROJECT MANAGER: Ronald Armstrong, P.E., Pedro Hernandez, P.E., and David Haywood, P.E., shall be the Principal, Program Executive and Deputy Program Manager, respectively. If the COUNTY or the PROGRAM MANAGER requests a change of the Principal, Program Executive or Deputy Program 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, Program Executive or Deputy Program Manager.

13. SCHEDULE OF WORK: WASD shall have the sole right to determine on which units or sections of the work the PROGRAM MANAGER shall proceed and in what order. The written work order 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.

14. RIGHT OF DECISIONS: All services shall be performed by the PROGRAM MANAGER in accordance to the standard of care set forth in herein in Section 5.A and to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this AGREEMENT, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties, hereto unless determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

15. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, data, transactions of all forms, financial information, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this AGREEMENT, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the PROGRAM MANAGER or owned by a third party and licensed to the PROGRAM MANAGER for use and reproduction or any other pre-existing material of PROGRAM MANAGER embodied in any deliverables furnished hereunder, upon payment in full to PROGRAM MANAGER, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the PROGRAM MANAGER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the PROGRAM MANAGER shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The PROGRAM MANAGER 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 PROGRAM MANAGER in the performance of this AGREEMENT. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

The PROGRAM MANAGER shall be permitted to reproduce any copyrighted material described above after written approval from the COUNTY. Notwithstanding anything to the contrary, PROGRAM MANAGER, including its subconsultants, shall not be responsible or assume liability for the reuse of its documents for reasons other than its intended use.

16. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION:
Under no circumstances shall the PROGRAM MANAGER without the express written consent of the COUNTY:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the work being performed hereunder, unless the PROGRAM MANAGER first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person, whether governmental or private; in connection with the services to be performed hereunder except upon prior written approval and instruction of the COUNTY.

C. Except as may be required by law, the PROGRAM MANAGER and its employees, agents, subcontractors and suppliers will not represent, directly or

indirectly, that any product or service provided by the PROGRAM MANAGER or such parties has been approved or endorsed by the COUNTY.

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

18. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER, the PROGRAM MANAGER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

19. SUBCONSULTANTS:

A. The PROGRAM MANAGER shall utilize the following firms as Subconsultants: Parsons Water & Infrastructure Inc.; Parsons Transportation Group Inc.; 300 Engineering Group, P.A. (CBE); Cardozo Engineering, Inc.(CBE); EAC Consulting, Inc.; EV Services, Inc.; Gannett Fleming, Inc.; HBC Engineering Company; New Millenium Engineering, LLC; Program Controls, Inc.(CBE); Robayna and Associates, Inc.(CBE); Wingerter Laboratories Inc.; and The Vailon Group. The PROGRAM MANAGER shall not subconsult, assign or transfer to others work performed under this AGREEMENT without thirty (30) days written notice to the Director or his designee. The request must be approved by the Director or the Director's designee and after the Internal Services Department; Division of Small Business Development approves the additional Subconsultant(s). In addition, the PROGRAM MANAGER 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 the Director's designee. When applicable and upon receipt of such consent in writing by the Director, the PROGRAM MANAGER 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 PROGRAM MANAGER agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of twenty-eight percent (28%) on the total amount of compensation for engineering services authorized under this AGREEMENT. The PROGRAM MANAGER shall be responsible to submit to the COUNTY a "Monthly Utilization Report" on or before the tenth (10th) working day following the preceding month or with the monthly invoice.

C. SUBCONTRACTORS–RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES: Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), 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, attached hereto as Attachment "H". 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.

20. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The PROGRAM MANAGER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the PROGRAM MANAGER 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 PROGRAM MANAGER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

21. SOLICITATION: The PROGRAM MANAGER warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the PROGRAM MANAGER or the PROGRAM MANAGER'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 PROGRAM MANAGER 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 PROGRAM MANAGER or the PROGRAM MANAGER's Subconsultants, to accomplish the work contemplated under the terms of this AGREEMENT. The COUNTY shall not pay the PROGRAM MANAGER for any work performed by COUNTY employees. For breach of violation of this warranty, the COUNTY has the right to annul this AGREEMENT without liability to the PROGRAM MANAGER for any reason whatsoever.

22. 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 thirty (30) days prior written notification or by declining to issue the written task authorization to proceed, as provided herein, in which event the COUNTY's sole obligation to the PROGRAM MANAGER shall be payment, in accordance with Section 10 "MAXIMUM COMPENSATION", for those units or sections of work previously authorized including all reasonable termination expenses incurred as a result of COUNTY's termination of this AGREEMENT, such termination expenses to include, but not be limited to, contractual lease payments in connection with program-related real estate, equipment leases, software license fees, and other costs associated with de-mobilization. Such payment shall be determined on the basis of the hours or percentage of work performed by the PROGRAM MANAGER up to the time of termination. In the event partial payment has been made for professional services not performed, the PROGRAM MANAGER 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 PROGRAM MANAGER, elect to employ other persons to perform the same or similar services.

23. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of five (5) years after its date of execution of this AGREEMENT and upon issuance of the Notice to Proceed to its First Task Authorization. The AGREEMENT has an option to extend, at the discretion of the County Mayor or the Mayor's designee, for two (2) five (5) year option-to-renew period; provided that the maximum compensation set forth in Section 10(D) is not reached by the completion of the initial effective term. 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 10 herein.

24. DEFAULT: If the PROGRAM MANAGER fails to comply with the provisions of this AGREEMENT, and if PROGRAM MANAGER fails to cure such failure within seven (7) days (or fails to demonstrate that it will cure such failure within a reasonable period or if such failure cannot be cured within seven (7) days) of Director's written notice of such failure, the Director may declare the PROGRAM MANAGER in default by ten (10) days prior written notification. In such event, the PROGRAM MANAGER 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 PROGRAM MANAGER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. At the Director's

discretion, the PROGRAM MANAGER 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 Section of this AGREEMENT, the COUNTY shall be compensated by the PROGRAM MANAGER for reasonable attorney's fees and court costs.

25. CONSEQUENCE FOR NONPERFORMANCE: Should the PROGRAM MANAGER default on this AGREEMENT, the PROGRAM MANAGER shall be liable for direct damage to the COUNTY resulting from such default. Such damages may include stipulated penalties imposed against the COUNTY under the Consent Decree. Notwithstanding anything to the contrary PROGRAM MANAGER's aggregate liability under this AGREEMENT for damages resulting from PROGRAM MANAGER's default shall be limited to the value of this AGREEMENT, as measured by the value of all task orders issued through the date of such default.

26. INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the PROGRAM MANAGER 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 PROGRAM MANAGER and other persons employed or utilized by the PROGRAM MANAGER 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 PROGRAM MANAGER shall pay all claims and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the PROGRAM MANAGER's negligence, recklessness or intentionally wrongful conduct of the PROGRAM MANAGER or its employees or agents. The PROGRAM MANAGER expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the PROGRAM MANAGER 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.

This Section shall survive expiration or termination of this AGREEMENT.

27. INSURANCE: The PROGRAM MANAGER, 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 the Internal Services Department. The PROGRAM MANAGER shall maintain insurance coverage during the term of this AGREEMENT which meets 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 one million dollars ($1,000,000.00) combined single limit per occurrence for bodily injury and property damage.

B. Professional Liability Insurance in the amount of five million dollars ($5,000,000.00) per claim. This insurance shall be maintained for one (1) year after the completion and acceptance by the COUNTY of the Services performed pursuant to this AGREEMENT.

C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than one million dollars ($1,000,000.00) 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 PROGRAM MANAGER as required by Chapter 440, Florida Statutes.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The companies must be rated no less than "A" as to management and no less than "Class VII" 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,

2. 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 PROGRAM MANAGER shall furnish certificates of insurance to WASD's Chief, Intergovernmental Affairs Section, Suite 538-6, 3071 S.W. 38th Avenue, Miami, Florida 33146, and prior to the commencement of operations, which certificates shall clearly indicate that the PROGRAM MANAGER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section.

Compliance with the foregoing requirements shall not relieve the PROGRAM MANAGER 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 copies of the insurance policies at the PROGRAM MANAGER's office.

28. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The PROGRAM MANAGER shall, during the term of this AGREEMENT, be governed by Federal, State of Florida and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and WASD's operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project. WASD will assist the PROGRAM MANAGER in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the internet, but not limited to, the list below:

1) Ordinance No. 72-82 (Conflict of Interest), as amended;
2) Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the PROGRAM MANAGER's obligations hereunder. The PROGRAM MANAGER 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 521550, Miami, Florida 33152:
   (a) A source of income statement;
   (b) A current certified financial statement; or
   (c) A copy of the PROGRAM MANAGER's Current Federal Income Tax Returns.
3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code;
4) Environmentally Acceptable Packaging Resolution No. R-738-92;
5) Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;
6) Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
7) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
8) Architectural and Engineering Selection Process, Administrative Order 3-39;
9) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
10) Criminal Record, Ordinance No. 94-34; and
11) Resolution No. 113-94, Quarterly Reports (Private Sector Work); Independent Private Sector Inspector General (IPSIG); Resolution No. 516-96 and Administrative Order No. 3-20.

B. Furthermore, the PROGRAM MANAGER shall execute the attached Affirmation of Vendor Affidavits, attached hereto as Attachment "I":

1) Miami-Dade County Ownership Disclosure Affidavit, Section 2-8.1 of the County Code;

2) Miami-Dade County Employment Disclosure Affidavit, County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code;
3) Miami-Dade County Employment Drug-Free Work Certification, Section 2-8.1(b) of the County Code;
4) Miami-Dade County Disability Nondiscrimination Affidavit, Article 11, Section 2-8.1.5 of the County Code, and Resolution R182-00 amending R-385-95;
5) Miami-Dade County Debarment Disclosure Affidavit, Section 10-38 of the County Code;
6) Miami-Dade County Vendor Obligation to County Affidavit, Section 2-8.1 of the County Code;
7) Miami-Dade County Code of Business Ethics (Article 1, Section 2-8.1(i), and Section 2-11(b)(1)-(6) and (9) of the County Code), and County Ordinance No. 00-1, amending Section 2-11.1(c) of the County Code;
8) Miami-Dade County Family Leave, Article V of Chapter 11 of the County Code;
9) Miami-Dade County Living Wage, Section 2-8.9 of the County Code;
10) Miami-Dade County Domestic Leave and Reporting Affidavit, Article VIII, Section 11A-60 - 11A-67 of the County Code;
11) Required Listing of Subcontractor and Suppliers Contracts Certification, Section 10-34 of the County Code;
12) False Claims, Ordinance No. 99-152; and
13) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code; Attachment "J".

29. PUBLIC ENTITY CRIMES: To be eligible for award of a contract, firms wishing to do Business with the County must comply with the following: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. SUSTAINABLE BUILDING PROGRAM: The primary mechanism for determining compliance with the Sustainable Building Program shall be the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager:

A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
C. Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

The COUNTY acknowledges and understands that LEED is subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of the PROGRAM MANAGER, including but not limited to the ultimate use and operation of the completed Project. The COUNTY agrees that the PROGRAM MANAGER shall not be responsible for any other party's failure to adhere to the LEED requirements or any applicable laws, codes, and regulations incorporated therein, if such party made good faith reasonable attempts to comply with such requirements.

31. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this AGREEMENT or any provisions in a particular task authorization to proceed, all of the PROGRAM MANAGER's proprietary computer programs or software, developed by the PROGRAM MANAGER outside of this AGREEMENT and shall remain the exclusive property of the PROGRAM MANAGER and shall not be disclosed to third parties, unless otherwise required by law. The PROGRAM MANAGER shall provide the necessary licensing agreements to enable the COUNTY to use proprietary property, including but not limited, to computer programs or software. Moreover, to the extent that PROGRAM MANAGER embeds any proprietary material in any deliverable furnished hereunder, PROGRAM MANAGER shall be deemed to have conveyed to the COUNTY a non-revocable, perpetual license to make non-commercial use such material in connection with the County's water and sewer utility.

32. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the PROGRAM MANAGER must have an Affirmative Action Plan filed and approved by the COUNTY's Internal Services Department, Division of Small Business Development. The Plan is hereby incorporated as a contractual obligation of the PROGRAM MANAGER to the COUNTY.

33. EQUAL OPPORTUNITY: The PROGRAM MANAGER 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 PROGRAM MANAGER 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 forms of compensation and selection for training, including apprenticeship. The PROGRAM MANAGER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

The PROGRAM MANAGER 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; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this AGREEMENT, the PROGRAM MANAGER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

34. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the IG, any and all payments to be made to the PROGRAM MANAGER under this AGREEMENT will be assessed one-quarter of one percent (0.25%) 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 AGREEMENT is federally or state funded where federal or state law or regulations preclude such a charge. The PROGRAM MANAGER shall in stating its agreed prices 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/amendments and all AGREEMENT 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, agreements and transactions. In addition, IG 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 IG shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the PROGRAM MANAGER, its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with AGREEMENT specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the PROGRAM MANAGER shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the right to inspect and copy all documents and records in the PROGRAM MANAGER's possession, custody or control which, in the IG's sole judgment, pertain to performance of the AGREEMENT, including, but not limited to: original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and AGREEMENT 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 PROGRAM MANAGER 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 AGREEMENT, for examination, audit, or reproduction, until three (3) years after final payment under this AGREEMENT or for any longer period required by statute or by other clauses of this AGREEMENT. In addition:

A. If this AGREEMENT is completely or partially terminated, the PROGRAM MANAGER shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

B. The PROGRAM MANAGER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this AGREEMENT until such appeals, litigation, or claims are finally resolved.

The provisions in this Section shall apply to the PROGRAM MANAGER, its officers, agents, employees, subcontractors and suppliers. The PROGRAM MANAGER shall incorporate the provisions in this Section in all subcontracts and

all other agreements executed by the PROGRAM MANAGER in connection with the performance of this AGREEMENT.

Nothing in this Section shall impair any independent right of 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 PROGRAM MANAGER or third parties.

Exception: The above application of one-quarter of one percent (0.25%) 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 BCC; (j) professional service agreements under one thousand dollars ($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 BCC may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

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

35. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The PROGRAM MANAGER is hereby directed to the requirements of Administrative Order 3-20 and Resolution No. 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 PROGRAM MANAGER and COUNTY in connection with this AGREEMENT. The scope of services performed by an IPSIG may include, but are not limited to: monitoring and investigating compliance with Contract Specifications, project cost, 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 PROGRAM MANAGER, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon ten (10) days written notice to the PROGRAM MANAGER from an IPSIG, the PROGRAM MANAGER 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 PROGRAM MANAGER's possession, custody or control which in the IPSIG's sole judgment pertain to

performance of the AGREEMENT, including but not limited, to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

36. PERFORMANCE EVALUATIONS: In accordance with Administrative Order 3-39 entitled "Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change order and reporting", the PROGRAM MANAGER is advised that performance evaluations of the services rendered under this AGREEMENT shall be performed by WASD and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

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

38. 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.

39. 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.

40. HEADINGS: The table of contents and any headings preceding the text of the Sections and subsections of this AGREEMENT shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

41. BINDING EFFECT: This AGREEMENT shall inure to the benefit of and shall be binding upon the PROGRAM MANAGER and the COUNTY and their respective successors, assigns and legal representatives.

42. NO THIRD-PARTY RIGHTS: This AGREEMENT is exclusively for the benefit of the COUNTY and PROGRAM MANAGER and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

43. NON-EXCLUSIVITY: Notwithstanding any provision of this AGREEMENT, this AGREEMENT is nonexclusive, and the COUNTY is not precluded from retaining or utilizing any other PROGRAM MANAGER or consultant to perform like

services for WASD. The PROGRAM MANAGER shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other PROGRAM MANAGER or consultant to perform any such like services.

44. 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.

45. 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.

46. SECURITY RESTRICTIONS: Access to certain COUNTY property is restricted. The PROGRAM MANAGER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the PROGRAM MANAGER needs access to such COUNTY property, the PROGRAM MANAGER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to COUNTY property. The photo identification badges and associated costs are not reimbursed. Prior to commencing work at any COUNTY property, the PROGRAM MANAGER shall meet with a Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the PROGRAM MANAGER to ensure that the Subconsultants comply with security ordinance and all restrictions.

In accordance with Section 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, areas, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I of the Florida Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the property owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities: to a licensed architect, engineer, or consultant who is performing work on or related to the building, arena, stadium, water treatment plant, or other structure owned or operated by an agency, or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

47. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the PROGRAM MANAGER 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 PROGRAM MANAGER and/or Subconsultants, or failure to comply with the Administrative Order 3-39, may result in the imposition of one or more of the sanctions listed therein. 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.

48. SEVERABILITY: If any clause, provision, subsection or Section of this AGREEMENT is ruled invalid by any court of competent jurisdiction, the remaining provisions hereof, and this AGREEMENT shall be construed and enforced as if such invalid portion did not exist.

49. DRAFTING RESPONSIBILITY: Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this AGREEMENT, as a whole, or any portion hereof, based on drafting responsibility.

50. 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 PROGRAM MANAGER certifies that the PROGRAM MANAGER 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, Florida Statutes. The COUNTY shall have the right to terminate this AGREEMENT for default if the PROGRAM MANAGER 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.

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

ATTEST:

By:_____
Harvey Ruvin
Clerk of the Board

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

By:_____
Carlos A. Gimenez
County Mayor

ATTEST:

By:_____
Signature

Christopher J. Kapathy, Asst. Secretary
Print Name

AECOM Technical Services, Inc.
(Corporate Seal)

By:_____
Signature

MARK S. BLANCHARD, Vice President
Print Name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 24 day of February 2014, by Mark S. Blanchard, as Vice President, and Christopher J. Kapathy, as Assistant Secretary, of Aecom Technical Services, Inc a 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
Kimberly Windloss-Sisler
Print Name

FF 025307
Serial Number

KIMBERLY WINDLOSS-SISLER
Notary Public - State of Florida
My Comm. Expires Aug 3, 2017
Commission # FF 025307

Approved for Legal Sufficiency:

_____
Assistant County Attorney

ATTACHMENTS

Attachment A	Proposal for Engineering Services and Labor Expenses
Attachment B	First Task Authorization to Proceed for the First Six Months
Attachment C	Certified Labor Rates
Attachment D	Conflict of Interest Affidavit
Attachment E	Public Works and Waste Management Department Rates
Attachment F	Truth-In-Negotiation Certificate
Attachment G	Monthly Utilization Report
Attachment H	Miami-Dade County ISD Form # 7 Subcontractor/Supplier Listing
Attachment H	Miami-Dade County ISD Form #10 Subcontractor Payment Report
Attachment I	Affirmation of Vendor Affidavits
Attachment J	Fair Subcontracting Policies Certification

ATTACHMENT A - Proposal for Engineering Services Labor Expenses

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 2.5		Task 2.6		Task 3		Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 3			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 2			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 1			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
		Sub-totals		0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$0.00	$0.00

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48528/mile (for use of personal vehicle)	
		Subtotal Direct Expense	$ -
Total Labor and Direct Expenses = $ -		I.G. of .25% (if applicable) = $ -	Labor, Direct Expense and I.G. $ -

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
I.G. of .25% (if applicable) = $ -			Reimbursable Expense & I.G. $ -

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ -

Attachment "B"

AECOM

E13-WASD-01R
PCM Services Related to the Wastewater System Priority Projects Required Information for Negotiations

PROPOSED CONTRACT VALUE FOR THE FIRST SIX MONTHS

Position	Name & (Company)	Labor Multiplier	Raw Hourly Rate	Cap Rate	Task 1 Consent Decree Compliance Hrs	Task 1 Consent Decree Compliance $	Task 2 WWTP Design Management Hrs	Task 2 WWTP Design Management $	Task 3 WCTS Design Management Hrs	Task 3 WCTS Design Management $	Task 4 Construction Management Hrs	Task 4 Construction Management $	Task 5 Program Controls Hrs	Task 5 Program Controls $	Task 6 Public Outreach / Work Force Development Hrs	Task 6 Public Outreach / Work Force Development $	Task 7 Program Management Hrs	Task 7 Program Management $	Total Labor Hours	Raw Cost $	Multiplied Cost $
																	200	$ 26,000.0	200	$ 26,000.0	$ 28,000.0
Principal	Ron Armstrong (AECOM)	1.20	117.58	120.00													480	$ 111,340.8	480	$ 48,392.0	$ 111,340.8
Program Director	Pedro Hernandez (AECOM)	2.40	98.65	275.00													934	$ 230,817.6	1,040	$ 107,085.8	$ 257,013.1
Program Manager	David Hayward (AECOM)	2.40	102.97	205.00	106	$ 26,185.6											384	$ 91,299.0	1,040	$ 91,675.0	$ 220,022.4
Program Controls Manager	Gustavo Saiz-Rosa (AECOM)	2.40	88.15	274.00									856	$ 136,783.4			508	$ 101,213.7	1,040	$ 72,706.4	$ 207,213.2
	Pat Murray - AECOM	2.85	85.91	80.00	32	$ 8,375.8	150	$ 29,885.5	250	$ 49,810.9		$ -			100	$ 19,824.4			400	$ 29,460.0	$ 83,961.0
	Roxanne Cardozo - Cardoza Eng.	2.85	73.85	80.00	200	$ 41,980.5	100	$ 20,990.3	100	$ 20,990.3									368	$ 29,230.0	$ 83,449.0
	John Lanzen - AECOM	2.85	69.69	80.00			300	$ 66,400.0									66	$ 15,048.6	466	$ 34,660.0	$ 98,792.5
Senior Project Manager	Franklin Tamales - 300 Engineering	2.85	77.00	80.00					450	$ 98,752.5									400	$ 32,000.0	$ 91,200.0
	Esther Mesmer-Aguirre - EV	2.85	85.03	80.00											400	$ 91,200.0			320	$ 25,600.0	$ 72,960.0
	Marsha Jackman - Vellan	2.85	85.00	80.00											320	$ 72,960.0			320	$ 25,600.0	$ 72,960.0
	Randy Bryan - PWI	2.10	80.00	80.00							720	$ 120,960.0							720	$ 57,600.0	$ 120,960.0
	Brian Ellis - AECOM	2.85	74.01	75.00			200	$ 42,750.0											200	$ 15,000.0	$ 42,750.0
	Gutierrez Regalado - AECOM	2.85	65.97	75.00					200	$ 37,545.9									200	$ 13,174.0	$ 37,545.9
	Mark Abbott - AECOM	2.85	79.93	75.00 (1)	40	$ 8,550.0			40	$ 8,550.0									80	$ 6,394.4	$ 18,225.0
	Rich Liikala - AECOM	2.85	73.29	75.00					100	$ 21,375.0									100	$ 7,500.0	$ 21,375.0
	Roger Williams - AECOM	2.85	42.73	75.00			60	$ 10,882.4	200	$ 27,206.1							100	$ 13,975.0	360	$ 13,364.4	$ 38,063.5
Project Manager / Registered Technical Staff	Michelle Peavey - AECOM	2.85	71.03	75.00	100	$ 20,243.6	60	$ 16,194.5	60	$ 16,194.5									260	$ 18,467.8	$ 52,633.2
	John Ossello - PWI	2.85	39.42	75.00	100	$ 19,784.7													100	$ 6,940.0	$ 19,784.7
	Rafael Ballesteros - 300 Engineering	2.85	65.00	75.00					200	$ 37,050.0									200	$ 13,000.0	$ 37,050.0
	Michael Adelle - EAC	2.85	52.00	75.00	50	$ 10,602.0			40	$ 7,068.0									100	$ 6,200.0	$ 17,670.0
	Rick Crooke - EAC	2.85	85.00	75.00					200	$ 42,750.0									200	$ 15,000.0	$ 42,750.0
	Donna Groce - EAC	2.85	65.10	75.00					200	$ 31,977.0									200	$ 11,220.0	$ 31,977.0
	Rick Cromer - PWI	2.85	60.46	75.00									912	$ 178,344.8			100	$ 17,235.8	100	$ 6,048.0	$ 17,235.8
	Ashish Kumar - PCI	2.85	69.00	75.00													100	$ 18,685.0	1,012	$ 69,828.0	$ 199,009.8
	Anthony Miller - PWI	2.85	70.67	75.00													100	$ 20,141.0	100	$ 7,067.0	$ 20,141.0
	Keith Alvarado - PWI	2.85	62.59	75.00	40	$ 7,136.3	40	$ 7,136.3									100	$ 17,836.2	180	$ 11,266.2	$ 32,108.7
	Bill Rathbun - PWI	2.85	79.24	75.00	100	$ 20,018.4	100	$ 20,018.4									100	$ 20,018.4	300	$ 21,072.0	$ 60,055.2
	Marlesia Fowles - AECOM	2.40	44.76	75.00					666	$ 70,470.1			384	$ 41,250.8					1,040	$ 46,550.4	$ 111,721.0
	Randy Osborne - (PWI)	2.85	74.63	60.00	154	$ 28,384.0	100	$ 17,100.0									200	$ 34,200.0	454	$ 27,240.0	$ 77,684.0
	Natalie French - EV	2.85	45.00	60.00											25	$ 3,206.3			25	$ 1,125.0	$ 3,206.3
	Michelle Simmons - EV	2.85	45.00	60.00											25	$ 3,206.3			25	$ 1,125.0	$ 3,206.3
	Regina Serrallonga - Vellan	2.85	55.00	60.00											150	$ 25,650.0			150	$ 9,000.0	$ 25,650.0
	Alfredo Olivares - Cardoza Eng.	2.85	31.09	60.00	150	$ 13,252.5	200	$ 17,670.0	138	$ 12,192.3							200	$ 17,670.0	538	$ 21,328.0	$ 60,784.8
	Igor Villalobos - Cardoza Eng.	2.85	22.59	60.00	150	$ 9,667.3	200	$ 12,916.2	138	$ 8,912.2									488	$ 11,053.1	$ 31,515.8
	Rodney Devere - EAC	2.85	68.69	60.00					740	$ 61,198.5									740	$ 28,490.0	$ 81,198.5
	Konia Gonzalez - 300 Engineering	2.85	60.69	60.00					1,040	$ 177,840.0									1,040	$ 62,400.0	$ 177,840.0
	Hans Geus - PWI	2.85	79.35	60.00	200	$ 34,200.0													240	$ 14,400.0	$ 41,040.0
Technical Staff / Non Registered	Michael Pinkston - PWI	2.85	71.34	60.00	200	$ 34,200.0											40	$ 13,680.0	280	$ 18,800.0	$ 47,880.0
	Jacquelyn Carr-Stutter	2.85	39.72	60.00									1,040	$ 150,334.1				$ -	1,040	$ 52,746.8	$ 150,334.1
	Ben Pope - AECOM	2.40	47.85	60.00													1,040	$ 141,927.4	1,040	$ 49,784.0	$ 141,927.4
	Thomas E. Fink - PCI	2.85	53.09	60.00					1,040	$ 148,200.0									1,040	$ 52,000.0	$ 148,200.0
	David Adler - PCI	2.85	55.09	60.00			535	$ 76,380.0	148	$ 21,090.0			16	$ 2,280.0			276	$ 38,330.0	976	$ 48,880.0	$ 139,080.0
	Lawrence Soucie - AECOM	2.85	55.09	60.00					1,040	$ 157,477.3									1,040	$ 55,256.2	$ 157,477.3
	Shalon Tagy - AECOM	2.85	53.13	60.00															1,040	$ 53,487.2	$ 152,498.5
	Timothy Carey - PCI	2.85	51.43	60.00			1,040	$ 152,436.5											840	$ 44,200.8	$ 125,972.3
			82.82	60.00	100	$ 14,986.7			300	$ 44,990.1	440	$ 65,955.5							840	$ 52,978.4	$ 93,986.4
	Melba Fernandez - AECOM	2.85	21.71	45.00			40	$ 3,614.9	40	$ 3,614.9									1,040	$ 37,949.6	$ 105,156.4
Admin / Support Staff	Bertha Pulido - AECOM	2.85	36.48	45.00									1,040	$ 105,156.4					1,040	$ 37,949.6	$ 105,156.4
	Kim Windiate - AECOM	2.85	34.61	45.00									800	$ 79,366.8			240	$ 23,610.0	1,040	$ 36,202.4	$ 103,176.8
	Maria Trueba - PWI	2.85	30.22	45.00									272	$ 25,752.1	90	$ 5,520.9	32	$ 8,710.9	454	$ 15,081.9	$ 42,983.4
	Mary Roberts - 300 Engineering	2.40	32.00	45.00			150	$ 10,900.0	180	$ 12,960.0					110	$ 7,920.0	600	$ 43,200.0	1,040	$ 31,200.0	$ 74,880.0
							120	$ 6,383.6	160	$ 8,161.9					$ -		600	$ 34,319.7	880	$ 17,681.6	$ 50,315.6
Clerical	Darling Macias - AECOM	2.85	19.07	25.00															280	$ 20,622.0	$ 58,772.7
	Roberto Cardoza - Cardoza Eng.	2.85	23.65	69.47			80	$ 16,792.2									200	$ 41,990.5	280	$ 17,894.0	$ 50,997.9
	Beverly Stinson - AECOM	2.85	99.00	69.47			200	$ 50,997.9											200	$ 17,894.0	$ 50,997.9
	Steve Schaefer - PWI	2.85	76.20	69.47													150	$ 32,975.5	150	$ 11,430.0	$ 32,575.5
Technical Experts	Scott Edelman - AECOM	2.85	116.16	69.47			80	$ 15,299.4	200	$ 50,997.9									280	$ 23,262.2	$ 66,297.3
	Terry Champlin - PWI	2.85	85.87	69.47													260	$ 48,932.4	260	$ 16,497.5	$ 46,932.4
	Richard Hope - AECOM	2.85	69.57	69.47					280	$ 71,397.1									280	$ 25,051.6	$ 71,397.1
	Jose Yoder - PWI	2.85	101.25	69.47													288	$ 73,437.0	288	$ 25,767.4	$ 73,437.0
		Sub-totals			1,592	$ 266,402.5	3,776	$ 597,130.8	8,300	$ 1,266,814.5	1,160	$ 186,945.5	5,120	$ 725,268.4	1,440	$ 252,470.0	8,168	$ 1,300,484.6	29,656	$ 1,798,443.6	$ 4,632,456

Notes
(1) : Capped rates were used when actual rates were above capped

Summary of Total Cost for the First Six Months	
Total Labor:	$ 4,632,456
ODC (2%) :	$ 92,649
Total :	$ 4,725,105

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5 Scope of Services - First Six Months

Task 1 – Consent Decree Compliance

1.1 Participate in Update Meetings with Regulatory Agencies and Contractors and Develop Required Materials for Each Meeting

Attend regulatory and contractor meetings, and prepare the required meeting materials for the meetings. Meeting materials may include: meeting agendas, hand-outs, presentation materials, project status reports and meeting minutes. Track meeting minute action items through to completion. Project updates will be transmitted to Project Controls for monitoring, tracking and reporting purposes. Conduct a Consent Decree requirements workshop for WASD, Program Staff, and others as requested.

Deliverables	Schedule
Regulatory meeting agendas, hand-outs, presentation materials, and project status reports for review and approval	One week prior to meetings
Regulatory meeting minutes for review and approval	Three business days after meeting
Contractor meeting agendas, hand-outs, presentation materials, and project status reports	Two business days prior to meetings
Contractor meeting minutes for review and approval	Three business days after meeting
Tracking and closing out meeting minute action items	Per requirements of action items
Transmit updated project information to Project Controls	Within two business days of meetings
Consent Decree workshop	Within three months of NTP

1.2 Assist WASD in the Preparation of Reports that are Required by the CD to be Submitted to U.S. EPA or Other Regulatory Authority

Assist WASD in complying with Consent Decree reporting requirements. Develop a compliance report project plan that defines specific roles, actions, requirements, procedures and due dates for report development as part of the Program Management Plan. Utilize information from Project Controls to prepare the reports. Standardized report formats will be utilized.

The Consent Decree reporting requirements include the following:

- Quarterly Reports
- Semi-Annual Reports
- Annual Reports
- Consent Decree Violation Notifications

- Force Majeure
- Notification of destruction of documentation 5 years following Consent Decree termination
- Time extensions due to delay in EPA Review and Comment on deliverables
- SSO Incident Report Oral report within 24 hours of known event, and five day written notice (by others)
- Request for modification of Consent Decree due to Ocean Outfall Legislation
- Notice of transfer of funds for non-sewer system purposes
- Request for Consent Decree Termination

Deliverables	Schedule
Compliance report project plan as part of the Program Management Plan	Within one month of NTP
Prepare reports for review and approval	In accordance with the schedules included in the compliance report project plan
Track compliance of reports and deliverables	Ongoing

1.3 Support CMOM Implementation as Requested. Assist in Drafting Specifications and Assessing Contractors' Bids

Assist WASD in drafting specifications and assessing contractors' bids for developing and implementing the CMOM Programs. Review the CMOM Program documents to confirm that they meet WASD's objectives and are in compliance with the Consent Decree requirements and track and report progress with respect to Consent Decree submittal requirements. Develop procedures and a compliance schedule for the review, approval and submittal of the CMOM deliverables to the regulatory agencies. These will be included in the Compliance report project plan as part of the Program Management Plan.

The Consent Decree CMOM Programs include:

- Adequate Pumping, Transmission and Treatment Capacity Program
- Pump Station Remote Monitoring Program
- Hydraulic Model
- Spare Parts Program
- Volume Sewer Customer Ordinance Program
- Fats, Oils, and Grease Control Program
- Sewer Overflow Response Plan
- Information Management System Program
- Sewer System Asset Management Program
- Pump Station Operations and Preventative Maintenance Program
- Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program
- Specific Capital Improvement Projects (previously identified to address SSOs or NPDES permit violations)
- Financial Analysis Program

Deliverables	Schedule
CMOM Program deliverables procedures and schedule to be included in the Compliance report project plan as part of the Program Management Plan	Within three months of NTP
Draft specifications for CMOM Programs	Within six months of NTP
Assess contractors' bids for developing and implementing the CMOM Programs	Upon receipt of bids
Track and Monitor development of CMOM Programs for Consent Decree compliance	According to project/milestone schedule
Track and Monitor implementation of CMOM Programs for compliance	According to project/milestone schedule
Review and comment on CMOM Program preliminary and final submittals	Within one week of receipt
Track submittal of CMOM Program deliverables submitted to regulatory agencies	Ongoing

1.4 Volume Sewer Customer Ordinance

Assist WASD in preparing draft and final revisions of the current Volume Sewer Customer Ordinance (Section 24-42.2 of the Code of Miami-Dade County) to include the new requirements of the Consent Decree. The Volume Sewer Customer Ordinance is to be submitted to the regulatory agencies for review and approval by April 6, 2014 the revised draft ordinance.

Deliverables	Schedule
Review and provide comments on proposed amendment to the Ordinance to comply with Consent Decree	Upon NTP
Submit ordinance revision to regulatory agencies	April 6, 2014 Consent Decree compliance deadline

Task 2 – Wastewater Treatment Plant (WWTP) Design Management

2.1 Requirements

- Proposed tasks for first six months (see detail in full program tasks)
- Personnel to be assigned to complete tasks in first six months, along with their roles

2.2 Proposal Tasks and Schedule

In order to fast start the program, several activities are required to begin. These activities will result in early project deliverables, such as an outline for the Design Management Plan (DMP). Other key elements are:

- Projects scheduled for design in 2014 will have project kick off meetings with the Design Manager, WASD, R&R Consultant or WWTP Designer
- Acquire WWTP information, reports, as-builts, O&M information, previous assessments, etc. from WASD. These will be compiled for evaluation purposes and made available to the design consultants
- Develop an outline for a uniform design criteria and performance requirement for the plants and processes to standardize equipment and other relevant process or infrastructure betterments

2.3 WWTP Design Management Kickoff Meetings

Identify the responsibilities of the Design Manager (DM) regarding kickoff meetings, setting goals with WASD before the first internal design management meeting, identifying the participants for WASD goals and Design Management Meetings, and develop a model for future project meetings.
The Design Manager will be responsible for internal and external project kickoff meetings, including the schedule, list of attendees, meeting agenda, conducting the meeting, meeting minutes, action items, and communication of the aforementioned items. Project Controls will provide expertise to develop project milestones and schedule.

Other members of the PROGRAM MANAGER's team may also attend the kickoff meetings in an effort to address the goals which are being discussed at the initial kickoff meeting or individual project kickoff meetings. This could be the PROGRAM MANAGER, Construction Manager, engineering staff, public outreach personnel, etc.

The Design Manager will be responsible for contacting WASD to arrange for the initial Design Management Kickoff Meeting. This will initially include members from the PROGRAM MANAGER, WASD and the three WWTP Design Consultants currently under contract. An additional kickoff meeting will be necessary in the future once WASD selects their WWTP Design Engineer.

Additional project kickoff meetings will be scheduled by the DM shortly after the initial kickoff meeting with WASD and designers. These kickoff meetings will be held to set the goals for the individual projects, go over design criteria, process elements, submittals, reviews, technology recommendations, etc.
A preliminary list of kick-off meetings is shown in the table below and is contingent to change based on the validation, selection of a WWTP designer or designers, and deletion/addition of projects.

Kick-Off Meeting ID	Project Description	Attendees	Quantities
K-01-WASD	Initial Design Management Meeting	PROGRAM MANAGER , WASD, R&R Designers	1
K-02-WASD	Design Management Meeting	PROGRAM MANAGER , WASD, WWTP Designer	1
K-01-ND – K-11-ND	North District WWTP Individual Project Kickoffs	PROGRAM MANAGER , WASD, R&R Designer and/or WWTP Designer	11
K-01-CD – K-29-CD	Central District WWTP Individual Project Kickoffs	PROGRAM MANAGER , WASD, R&R Designer and/or WWTP Designer	29
K-01-SD – K-12-SD	South District WWTP Individual Project Kickoffs	PROGRAM MANAGER , WASD, R&R Designer and/or WWTP Designer	12
K-01-OOL – K-10-OOL	Address Project Modification, Deletion or Addition due to OOL Legislation	PROGRAM MANAGER , WASD, R&R Designer and/or WWTP Designer, OOL Owner's Engineer	10

2.4 Design Management Plan (DMP)

Draft an outline for the DMP. Review with WASD Engineering Department before proceeding with written text. CMP may address:

- Contacts for key personnel and WASD
- Brief contract summary report
- Project description and scope of work
- Project organization and staffing plan
- Roles and responsibilities of assigned staff
- WBS and WBS definitions
- Schedule and milestones
- Budget
- Change order management
- Earned value management (EVM) plan
- Risk assessment and management
- Health and safety plan
- Document control plan and indexing
- Matrix of authority
- Execution plan for planning, design, permitting, procurement and construction phases

The DMP to be made available to the project staff as a guide to requirements. The PROGRAM MANAGER and WASD procedures may be highlighted in the DMP as appropriate, Project-specific procedures will be developed as necessary and must be referenced in the DMP and typically included in an appendix.

Deliverables	Description
Design Management Plan	Outline of procedures manual for the design of projects under the Consent Decree Program. Will include technical scope control and change order procedures, design guidelines, procurement guidelines, review procedures, etc. meeting with WASD Engineering Department to finalize the outline

2.5 Review Existing Information and Perform Initial Site Visit

Gather documents and site information related to the existing plants, including:

1. Record drawings
2. Process and Instrumentation Diagrams (PID)
3. Contract documents and technical specifications
4. Operational permits
5. Permit violations and warnings issued by regulatory agencies
6. List of equipment (mechanical, field, I&C, etc.)
7. O&M guides, manuals and records
8. Electrical load studies
9. Department design criteria and standards
10. Control system architecture block diagrams
11. Existing bids for on-going and previously completed work
12. Cost estimates
13. Geotechnical reports
14. Site and topographic surveys
15. Basis of design reports
16. Modeling results
17. MORs (last five-years initially)
18. Recently completed R&R Reports from the three R&R Consultants
19. Other studies, reports and evaluations

The Design Manager along with technical experts will review the information and perform an initial site visit to go over the current conditions of the facilities and discuss with the operators the current needs for each of the WWTPS. An initial and then final technical Memorandum (TM) summarizing the information compiled and reviewed will document the available background information and identify the critical data gaps, conflicting information, and additional data needs. The information collected will also be uploaded (where applicable) into the Program's Sharepoint Site for access by WASD, PROGRAM MANAGER and Designers.

Deliverables	Description
Minutes from Six Meetings	Minutes from interviews with the operators at the WWTP and the current R&R design consultants
Draft Technical Memorandum	Technical memorandum describing the findings from the background, operator and consultant information collected.
Final Technical Memorandum	Technical memorandum describing the findings from the background, operator and consultant information collected.

2.6 Perform Field Inspections and Assessments

The purpose of this task is to update the assessments previously completed by the R&R consultants and complete a comprehensive baseline assessment of the WWTPs facilities that includes the condition, operational status, permit risk, and overall risk of failure. The assessments will be validated and recorded so that they can be prioritized based on risk, consent decree milestone schedule, current design phase, and applicability and life-cycle pre and post ocean outfall elimination improvement projects.

Field inspections are anticipated to be performed over a 12-week period by a team of discipline engineers for the facilities within the WWTPs. The following disciplines are anticipated to be engaged in the field inspections at different levels of participation depending on the facility being assessed.

- Design Manager
- Construction Manager
- R&R Consultant and/or WWTP Designer Team Staff
- WASD operators and engineers
- Treatment Process Specialist
- O&M specialist
- R&R specialist
- Permit specialist
- Civil engineers
- Mechanical engineers
- Electrical engineers
- I&C engineers
- Structural engineers
- HVAC engineers

The anticipated facilities to be inspected are those listed under the Consent Decree for the North, Central and South District Wastewater Treatment Plants.

The inspections will be staggered so that the technical experts can be coordinated in an efficient manner and will have the opportunity to evaluate the facilities uniformly. As data and background information is

collected, those experts which completed the inspections, will also be responsible for updating the documents and coordinating with the other experts to provide that work proposed is not duplicated or may directly affect another process and/or WWTP facility.

Once the assessments have been completed, the Design Management team will produce a TM with the field inspection forms and photographic records, and inventory database of the inspected facilities, and notes from conversations with the operators.

Deliverables	Description
Minutes from 52 meetings	Notes and minutes from the conversations (designers/ operators/others) and site visits to each of the facilities within the WWTPs
Draft Technical Memorandum	Draft technical memorandum documenting the findings of the individual facility inspections and discussions with the operators and designers
Inventory Database	Loading of information and photographs into an accessible database by the PROGRAM MANAGER , Department and Designers

2.7 Data Compilation and WWTP Project Work Plan

The purpose of this task is to compile the existing information and observations from the field inspections and master plan the improvements taking into account the Consent Decree milestones, sea level rise, storm surge, ocean outfall elimination legislation projects and other stakeholder impacts. The DM will assist WASD in selecting the most cost-effective design alternatives. The PROGRAM MANAGER will establish cost estimating and analysis standards and procedures to assist WASD in developing consistent cost effectiveness guidelines for projects.

After considering the variables which may affect the projects, the DM and Designer's will develop a schedule and engineering opinion of probable construction costs for the projects, addressing the new findings that were not included during the initial Consent Decree negotiations between the County and the U.S. EPA.

2.8 Preliminary Engineering Report

Develop guidelines for the preliminary engineering reports, addressing:

- Permit application needs
- Site analysis
- Design criteria
- Special design considerations
- Proposed project schedule
- Cost estimate developed during the planning process
- Preliminary assessment of any land acquisition needs
- Geotechnical investigation needs
- Phase I Environmental Site Assessment needs and Phase II if necessary or if directed by WASD

- Specification outline
- Preliminary site plan
- Preliminary hydraulic profile
- Development of reasonable construction packages based on the types of construction
- Other pertinent data required to complete the final design

Deliverables	Description
Draft Preliminary Engineering Report	Draft report that includes the background information, design criteria, performance requirements, O&M, lifecycle, schedule and OPCC.
Final Preliminary Engineering Report	Final report that includes the background information, design criteria, performance requirements, O&M, lifecycle, schedule and OPCC.

2.9 Review of Plans and Specifications

Conduct reviews of six WWTP project plans and specifications at the 30, 60, 90 and 100 percent completion levels expected to be under design during the first six months. The review will include constructability, process overview, life-cycle, O&M, schedule, capital and operational costs. Prior to any submittal for review, the designer will quality check (QC) the plans and submit it to the DM with the developed checklist for submittal acceptance and comments area for follow-up revisions.

Review and comment on the cost estimates provided at the 30, 60, 90 and 100 percent submittals. Prepare and distribute a report summarizing the findings of each review within two weeks of receiving review comments. The DM will prepare and maintain a database to document and track the action taken on items noted during each review.

The DM, CM, WASD construction division and other construction management consultants under contract to Department will participate in the 90 percent constructability reviews. Constructability reviews will not substitute for in-house reviews or checking performed by each final design consultant. The DM will coordinate operability reviews, but these will be provided but WASD's O&M staff. As required, by project, the DM will conduct workshops at the 60 and 90 percent submittals between the designers and WASD's O&M staff to review the plans and provide comments.

Deliverables	Description
30 Percent Review Status Report	Review documents, prepare review status report, lead review comment meeting, record comments into database
60 Percent Review Status Report	Review documents, prepare review status report, lead review comment meeting, record comments into database
90 Percent Review Status Report	Review documents, prepare review status report, lead review comment meeting, record comments into database

100 Percent Review Status Report	Review documents, prepare review status report, lead review comment meeting, record comments into database
60 Percent O&M Workshop	Conduct workshop for O&M Staff and designer for operational issues, provide agenda and meeting minutes
90 Percent O&M Workshop	Conduct workshop for O&M Staff and designer for operational issues, provide agenda and meeting minutes

Task 3 – WCTS Design Management

3.1 Force Mains

Work with WASD, and under WASD's supervision, to review the existing force main projects that are currently part of the Consent Decree Capital Projects List. Each project will be evaluated based on current operational and physical conditions of the force main. This will result in a validation and/or adjustment of the existing project scope, or its modification as warranted by the results of the engineering evaluation. The evaluation will require analysis of data collected as well as site visits to each of the projects currently in the program. A preliminary engineering report will be provided containing updated project scopes.

In order to accomplish the objectives proposed in this task, the PROGRAM MANAGER has planned a series of engineering activities to be performed under this Task. These are as follows:

3.1.1 Validation

Review existing force main projects and confirm there are implementable and met the Consent Decree regulations. Identify critical issues that might arise to provide that Force Main Projects are implemented in a cost effective manner for WASD. In addition, the review of existing force main projects will be performed through the use of WASD's existing hydraulic model. Such activity will include the verification of information such as:

- Size
- Length
- Pressures
- Pipe material and easement

3.1.2 Data Collection/Gathering

Request WASD to provide access to the pertinent databases so the information related to the Consent Decree Capital force main projects can be extracted and compiled by the PROGRAM MANAGER. Please note that the above list may not be all inclusive, as additional items may be required. The following data may be collected:

- As-builts
- Atlas

- GIS Sewer and Water layers
- Maintenance records

Deliverable	Description
Complied Information	Items such as those listed above

3.1.3 Data Review

Coordinate the data collection efforts with WASD to provide timely access to the information. For the purposes of this scope, it is assumed that the information will be provided in digital format. Provide cursory review of the information obtained; and, if necessary, submit additional/supplemental requests to WASD, to obtain access to additional information and/or clarifications that may be required.

3.1.4 Field Visits

For the Consent Decree Capital force main projects included in the Program, perform field data collection under WASD's supervision. The purpose of these field activities is to conduct a verification of the data obtained from WASD, as well as to obtain a clear picture of the existing conditions and issues in connection with each force main area. Visit each force main project location and based on field conditions, reports will be prepared. A field visit form will be developed for the site visits for WASD's review and approval.

Deliverable	Description
Field visit reports	Reports of Consent Decree Capital force main projects included in the PCM

3.1.4.1 Review, Analyze and Recommend

Analyze data obtained from data collection and field visits and provide WASD with cost effective solutions to manage and expedite, if possible, the Consent Decree Capital force main projects.

3.1.4.2 Project Prioritization

Rank the Consent Decree Capital force main projects based on a priority list, which include development deadlines, that will be provided by WASD as well as the compliance deadlines that have been submitted to the U.S. EPA. Submit a list of prioritized Consent Decree Capital force main projects to WASD for their approval. Such list, once approved by WASD, will be followed by and incorporated into the Program's Master Schedule.

Deliverable	Description
List of prioritized Consent Decree Capital force main projects	Submit for WASD approval

3.1.5 Schedule/Budget/Cost Estimate

Based on the agreed upon prioritization, create a schedule of implementation for each Consent Decree Capital force main project in Primavera containing, at a minimum, the following project phases:

- Pre-design
- Design
- Permitting
- Procurement
- Construction
- Certification

Develop a final master schedule for the Consent Decree Capital force main projects under this Task for WASD's review and approval. The final approved master schedule will be made available to WASD by means of a report as well as in electronic Primavera format.

Confirm and develop, if necessary, cost estimates for each Consent Decree Capital force main project based on the result of the anticipated interventions required.

Deliverable	Description
Final Consent Decree Capital force main projects master schedule and cost estimate	Submit for WASD approval

3.2 Pump Station Projects

Work with WASD, and under WASD's supervision, to review 19 existing Remedial Action Plans (RAPs) that are currently part of the Consent Decree Capital Projects List. Each RAP will be evaluated based on current operational and physical conditions of the Pump Stations, as well as the Collection and Transmission System. This will result in a validation and/or adjustment of the existing RAPs, or its modification as warranted by the results of the engineering evaluation. The evaluation will require analysis of the current operational data as well as site visits to each of the pump stations currently in the program. A final preliminary engineering report will be provided containing updated RAPs.

In order to accomplish the objectives proposed in this task, the PROGRAM MANAGER has planned a series of engineering activities to be performed under this Task:

3.2.1 Validation

Services to be provided under the first task include, but are not limited to, engineering evaluation, pump station analysis, I/I analysis and field investigations. The goal of this First Task is to obtain review and evaluate the existing Consent Decree Capital pump stations RAPs, prepare a list of prioritized projects together with a detailed Primavera Schedule and budget for the pump stations projects, prepare Engineering Reports, and initiate the Program Management functions for the Consent Decree Capital pump stations projects.

3.2.2 Data Collection and Gathering

Determine the current status and operational conditions of each pump station (19) that are in moratorium. This determination will be based on the evaluation of available data for each pump station to be provided by WASD. To facilitate the data collection process, it is assumed that WASD will assign at least one staff member to serve as liaison for this task.
The general methodology for this task will involve the following steps:

- Request WASD to provide access to the pertinent databases so the information listed below can be extracted and compiled by the PROGRAM MANAGER.

It is anticipated that the following information will be included in WASD's Databases:

- WASD previously surveyed elevation information for each pump station site
- Pump Station's As-builts and/or such detailed pump station information
- Daily Rainfall Information in the last 5 years provided by WASD and SFWMD
- SCADA information for the last 5 years in Excel format (pressures/runtimes/power/ wet well levels/pump on-off times/flows/etc.). WASD will provide direct and open access to the PROGRAM MANAGER to WASD's live SCADA information
- Sanitary Sewer Evaluation Survey (SSES) information performed in the last three (3) years for the selected 19 Consent Decree Capital pump stations
- Gravity sewer system repair information and SSES information gathered in the last five (5) years for the selected 19 Consent Decree Capital pump stations
- Average day runtimes (ETs) for each month for the last 18 months for each pump in the selected 19 Consent Decree Capital pump stations
- Current RAPs for the selected 19 Consent Decree Capital pump stations
- Current wet well dimensions for the selected 19 Consent Decree Capital pump stations (from as-builts or direct measurements)
- Force main installation information for the past 5 years
- Existing pump curves for the selected 19 Consent Decree Capital pump stations
- Model Information: it will be provided to the PROGRAM MANAGER as needed to complete the Preliminary Engineering Report for the 19 Consent Decree Capital pump stations.

Please note that the above list may not be all inclusive, as additional items may be required.

Deliverable	Description
Compiled information as listed above	Based on the evaluation of available data for each pump station to be provided by WASD.

3.2.2.1 Data Review

WASD will coordinate the data collection efforts with the PROGRAM MANAGER to provide timely access to the information. For the purposes of this scope, it is assumed that the information will be provided in digital format. Provide cursory review of the information obtained; and, if necessary, submit additional/supplemental requests to WASD, to obtain access to additional information and/or clarifications that may be required.

Deliverable	Description
Supplemental/Additional information access for clarification of information received from WASD	Review information and submit additional request to WASD if needed

Pump Station Inspection

Visit each pump station and, based on its findings and hydraulic conditions, field reports will be prepared. A field inspection form will be developed prior to the site visits for WASD's review and approval.

Deliverable	Description
Prepare field reports	Field inspection reports for 19 pump stations

3.2.3 Review, Analyze and Recommend

After data collection, conduct a comparative analysis of the information provided by WASD with the data obtained through field investigations. Additional investigations may be conducted in case discrepancies are identified.

3.2.4 Hydrographs Analysis

Analyze each pump station's hydrograph and will provide a final list pump stations with recommended I/I repairs and/or Sanitary Sewer Evaluation Survey (SSES).

Deliverable	Description
List of Pump Stations	List to include with SSES or I/I work required

3.3.5 Review of Sanitary Sewer Evaluation System (SSES)

In concurrence with good sewer management practices, WASD requires to perform Sanitary Sewer Evaluation Survey (SSES) as part of this Program. These studies typically include smoke testing, dye

testing, manhole inspections, sanitary sewer video recording and review to identify existing defects within the gravity sewer system and pump stations which show I/I or Rain Dependent Infiltration/Inflow (RDII) issues. WASD will conduct review of the videos and confirm the detected defects. This review will serve as the basis for providing repair recommendations for identified defects. Repairs identified will be completed by WASD. Coordinate with WASD and report as necessary.

Deliverable	Description
Review of SSES Reports	Review will identify I/I repairs needed
List of the 19 pump station wet well operating spans	Used to determine if any anomalies exist in the SCADA data

3.3.6 Validation of Remedial Action Plans

Validate, modify, or create a Remedial Action Plan (RAP) to bring into compliance each pump station in moratorium. These RAPs will summarize the work to be performed in each pump station and/or corresponding basin. Typically, most pump stations' repairs will consist of one of the following tasks:

- Operation and Maintenance, Repair
- Infiltration/Inflow, SSES
- Force main redesign or redirection
- Pump station rehabilitation or upgrading
- Construction of new pump station

Deliverable	Description
Final list of remedial action plans	Used to bring into compliance each pump station in moratorium

3.3.7 Project Prioritization

In collaboration with WASD, prioritize the projects based on a priority list that will be provided by WASD as well as the compliance deadlines that have been submitted to the U.S. EPA for the completion of the RAPs. As part of this task, evaluate each final RAP and determine which pump stations represent a risk for the community, economic growth of the county, or could stall development in the area. Submit a list of prioritized projects to WASD and U.S. EPA. Such list, if approved by WASD, will be strictly followed by and incorporated into the Program's Master Schedule.

Deliverable	Description
List of prioritized projects	As part of this task, evaluate each final RAP and determine which pump stations represent a risk for the community, economic growth of the county, or could stall development in the area

3.3.8 Schedule/Budget/Cost Estimate

Based on the agreed upon prioritization, create a schedule of implementation for each RAP in Primavera containing, at a minimum, the following project phases:

- Pre-design
- Design
- Permitting
- Procurement
- Construction
- Certification

For those pump stations requiring I/I work, the schedule will also contain the evaluation and remediation (SSES) work phases as needed. A final master schedule for the program will be created under this subtask for WASD's review and approval. The final approved schedule will be made available to WASD by means of a report as well as in electronic Primavera format. In addition, confirm and develop, if necessary, cost estimates for each RAP based on the result of the anticipated interventions required.

Deliverable	Description
Cost Estimate and Schedule of implementation for each RAP	Will lead to the final approval of the Master Schedule

3.4 Standards Development

Develop a list of standards and specifications for force mains and pump stations projects to be followed by the Design Consultants and Contractors. Such standards will be as follow:

- Standard Procedures for Design Consultants
- Standard Request for Design Scope of Work
- Consent Decree Capital Supplemental Design Guidelines for Lift Stations and Force Main
- Construction Management Procedures Manual
- Standard Specifications for Sewer Pumps Station Improvements
- Health and Safety Template

3.5 Hydraulic Modeling/Validation

Short Term activities related to the use of the Wastewater Collection and Transmission System Hydraulic Model to validate the Consent Decree (CD) projects and provide the design criteria required by the Pump Station Improvement Program (PSIP) consultant to initiate the design of the improvements. Short term activities will also include the evaluation of the upgrades related to the 2025 Ocean Outfall legislation and ensuring projects developed and executed under the Consent Decree are in agreement with EPA and FDEP regulations.

3.5.1 Short Term Activities

The specific objectives of the short term activities are:

- Validate, refine, prepare design criteria and prioritize the projects previously identified by WASD as part of the Consent Decree (CD) and the Pump Station Improvement Program (PSIP). This objective includes the optimization of the transmission capacity, especially that of the large diameter gravity pipes and force mains, and the evaluation of the impact of Infiltration and Inflow (I/I) rehabilitation projects.
- Assist in the development and implementation of CMOM Program

These objectives will be achieved by the completion of the following tasks:

- Task 3.1.1.1 Model Tune-Up and Verification of Wet Weather Conditions in the WCTS Hydraulic Model
- Use the existing WASD WCTS Hydraulic Model for the activities required in Task 3.1.1 after a period of model tune-up and verification. The existing model is setup to run under dry weather conditions. Simulate wet weather conditions by using the RTK module included in the Model (Innovyze's Infoworks CS). The wet weather set up will meet the requirements of the CD in terms of the frequency and duration of the storm event used to drive the model. Alternatively, use previously derived wet weather inflow hydrographs.

The following subtasks are required:

- Selection of the storm event that meets the requirement of the CD. This includes a countywide evaluation of rainfall records. Special consideration will be given to the spatial distribution of the selected event.
- The countywide model will be divided in model sub-sets to facilitate the post-processing of the modeling results speeding up the model verification process.
- An iterative process will be applied where the selected storm events will be simulated in each one of the model subsets. Tweak the RTK parameters verifying that the model results (pressure and flows) represent a reasonable representation of the available field data. This procedure assumes that the Rainfall Derived Infiltration and Inflow module currently in the Innovyze software will be applied. However, evaluate alternative approaches that might take into consideration other parameter that are critical for the Miami-Dade conditions (i.e. Groundwater depth, soil saturation, etc.). For this purpose, might use results of parallel modeling efforts

being executed by the USGS. The iterative process will include model runs of the subset of models, where each of the RDII parameters will be evaluated and defined. These parameters will them be rolled up to the Countywide model. The simulation of the countywide model will generate the boundary conditions required by the next iteration of the model sub-set simulations. This process will be repeated until a set of RDII parameters have been defined for areas in the County.

- The RDII parameters will be correlated with other conditions in each one of the model sub-sets. These correlations will be used to estimate the effect of I/I improvements in the system. In this subtask, the RDII parameters of areas where I/I improvement programs have already been executed will be identified to be used a potential parameters to be used in the estimation of the effects of I/I improvements in lower performing areas of the county.

3.5.1.1 Definition of the Base Line WCTS Hydraulic Model

After the completion of the wet weather tune up and verification, prepare the simulation of the base line model. Results of this simulation will be used as a benchmark to compare the performance of the alternatives to be evaluated in the following sub-tasks. Prior to the simulation of the baseline, consent with WASD the components and conditions that must be included in this model setup. The Base Line model will be evaluated for dry and wet weather conditions.

3.5.1.2 Project Validation and Evaluation

Setup several scenarios to evaluate the CD and PSIP projects. These scenarios will include a Future Base Line that will include the CD and PSIP projects as defined by WASD. These projects will be grouped. For each group two additional scenarios will be setup. The first of these scenarios will consist of the Future Base Line removing the specific group under evaluation. The second of these scenarios will consist of the Base Line adding the specific group (without adding any of the other groups). These analyses will contribute to isolate the positive and negative effects of each group and will allow the PROGRAM MANAGER to refine the parameters that define each project. Additional scenarios will be evaluated as requested by WASD. Prior to the execution of this analysis, discuss and agree with WASD on a set of performance metrics that will be used to assess the performance of each project. When applicable, alternate project descriptions will be analyzed for the CD and PSIP projects (i.e. I/I improvements as opposed to PS improvements).

3.5.1.3 Ocean Outfall Alternatives

The countywide model will be used to evaluate the performance of the alternatives identified by WASD to address the new regulations regarding the Ocean Outfall. These evaluations will be carried out using the dry and wet weather scenarios. The alternatives will be tested to evaluate their performance in combination with the CD and PSIP projects.

3.5.1.4 Assist in the Development of the CMOM

Use the countywide model to evaluate the activities identified in the Capacity Management Operation and Maintenance (CMOM) Program. More specifically, evaluate and issue a recommendation on how to implement the changes in operations required by the CMOM program to test the system (i.e valve or

pump stations exercises). This activity includes setting up and running the model scenario that includes the requested change in operation, post-processing the model results and meet with WASD to discuss these results. During the meeting it will be decided if the effects of the recommended operation are acceptable or if additional counter or mitigation measures are needed for each exercise.

Task 4 – Construction Management

4.1 Proposed Tasks and Schedule for the First Six Months

In order to fast start the program, several activities are required. These activities will result in early project deliverables, such as the construction Management Plan, staffing plan, procurement plan and accompanying key procedures required to manage the construction work. Other key elements are:

- Determining if WASD will continue to manage some of the early projects that they took on while the procurement was being decided, or will they shift these projects back the AECOM/Parsons. This will decide early staffing needs.
- Meet with WASD to determine what in house procedures they currently have and want us to use, and are they acceptable for controlling the work or determining if the PROGRAM MANAGER need to produce our own.
- Develop an outline for the construction management plan which is a detailed road map for the construction effort on the program. The plan will address requirements; include key procedures for executing the work. It will include:
    - Construction management organization Construction organization and staffing plan
    - Meet with client and determine amount of client participation in the construction effort, i.e. client construction managers, inspectors, project controls staff, i.e. construction schedulers/cost estimators. Once this is determined the PROGRAM MANAGER can better provide a staff the projects.
    - Staff roles and responsibilities
    - WBS and WBS dictionary
    - Schedule and key milestones
    - Budget
    - Health and Safety plan - Develop program safety plan

- Document control plan. It will include:
    - Modifying software forms to meet program needs
    - Establishing photo management software
    - Quality Control Plan
    - Change order management
    - Risk assessment and management plan
    - Permitting and environmental compliance. Document control plan
    - Communications plan

- Community relations plan
- Small business participation Plan
- Commissioning plan

Task 5 – Program Controls

A key component of the PROGRAM MANAGER's program work is to monitor and control finance and schedule. This task also includes MIS and document management efforts.

5.1 Prepare and Maintain WASD CD Program Schedule

Develop and maintain WASD CD's Master Program Schedule. The Master Program Schedule will be in a computerized CPM format and will contain necessary activities of the Program and each project. The Master Program Schedule will reflect principal work activities of the Program team, final design consultants, construction management consultants, O&M consultants, other Program consultants, contractors, and WASD personnel, for each project phase, and will show interactions where appropriate. The Master WASD CD Program Schedule will be cost-loaded to develop an overall cash flow projection of the WASD CD Program. The Master WASD CD Program Schedule will be updated monthly with a report on actual or potential delays and an analysis of their effects on the Program.

Conduct a workshop with WASD staff to establish the Work Breakdown Structure for key deliverables. The initial Master Program Schedule will include a report discussing any identified scheduling and sequencing issues. Prepare WASD CD Program Schedule Manual to define scheduling related activities and responsibilities on the Program team as well as establish the reporting criteria and information requirements.

Validate the project schedules and develop the master program schedule, we will coordinate with WASD Operations and the on-board design teams to identify facility outages and interfaces with municipality systems that will be required during construction, and define full or partial service schedule constraints to maintain ongoing operations. With the construction constraints defined, sequence the construction of individual projects to minimize facility outages and operational impacts, and to reflect the schedule constraints. These constraints will be coordinated with the design teams so they are reflected in the designs and the construction specifications. In addition to planning and design of the project, when they move to construction, appropriate interfaces will be required among projects to avoid conflicts. Identify these interface points with the design and construction teams to establish clearly defined design scopes, and construction requirements.

Deliverables	Schedule
Master Program Schedule Workshop	Within 15 days of NTP
Master Program Schedule	Issue draft within 30 days of NTP
Program Schedule Manual	Issue draft within 120 days of NTP

5.2 Monitor Cost/Cash Flow

Develop a Program Master Cost baseline (original budget), maintain budgets and cost projections, and report monthly on the overall actual and anticipated cost of the entire WASD CD Program. Tasks will include:

- Produce cash flow projections for the Program. This cash flow projection will allow WASD to compare WASD Program cost projections to available funding
- Develop Program reports showing relevant information including budgets, cash flow, status of funding, actual cost to date, variances to date, projected cost at completion and estimated budget surplus or deficit

Deliverables	Schedule
Master Program Cost	Issue draft within 120 days of NTP
Program Cash Flow Projections	Issue draft within 30 days of NTP

5.3 Implement Program Management Information System

Design, deploy and maintain an electronic Program Management Information System (PMIS) to be approved by WASD to allow for the management of information related to each project and the CD Program. The PMIS will allow WASD staff to access up-to-date Program and project information using a standard intranet or internet connection. Access by intranet or internet will be determined based on partnering needs during the life cycle of the Program.

Conduct a workshop with WASD staff to develop the PMIS strategy for the Program. The goal for the workshop will be to present alternative strategies and to select the strategy for the Program.

Deliverables	Schedule
PMIS Workshop	15 days after NTP
PMIS Strategy	Issue draft within 20 days after Workshop
PMIS Strategy	Issue Final 15 days after WASD review

Task 6 – Community Involvement

6.1 Public Outreach Plan

The public outreach plan will be composed of a multiyear plan with different levels and facets. In order to create tangible results and an effective plan the following needs to happen:

- Create outline of initial plan in phases in six months intervals
- First three months gear up to perform preliminary findings
- Provide opportunities not only to deliver information but to collect initial opinions
- Create a process where input is encouraged and used to design next phases of outreach

The initial Plan for has five phases – some concurrent:

1. Preparatory phase, including preliminary briefings and temperature check with elected officials
2. Information gathering
3. Plan and materials development
4. Initial outreach
5. Public involvement plan for 81 projects

6.1.1 Information Gathering Phase

The goal of this phase is to understand the current environment and build a comprehensive communications and outreach plan with a desired outcome of understanding, determining, and confirming the knowledge and perception of the Consent Decree Program and to surface any potential divisive issues.

6.1.2 Plan & Materials Development Phase

The goal of this phase is to develop a communications and outreach plan based on information gathered and provide a clear understanding of the environment including a tag line for the Consent Decree Program. This will:

- Achieve clarity and consensus amongst staff and BCC Board regarding communications and outreach activities
- Establish protocol for communications
- Confirm roles and responsibilities
- Identify initial potential supporters

Deliverable	Description
Draft communication and public outreach plan	Will include media and legislative plan
Draft materials	Including Program tag line, fact sheet, comprehensive question and answer sheet, Consent Decree graphics/animation, and draft interactive website

6.2 Small Business/Local Workforce

Task	Deliverable
Establish working relationship with County departments (ISD, SBD, and Capital Improvements) to understand their policies and procedures. Specifically, to gain knowledge and requirements of responsible wages, local workforce, payments, ethics and any other applicable ordinance.	Workshop for Program and Construction Managers and Task Leaders
Work with the PROGRAM MANAGER'S Construction Management Team to identify CSBEs available for trades needed for projects targeted for small business participation	Based on Construction Management Schedule
Create monitoring plan for contracts that include CBE/CSBE contractors. This will include responsibility at the Program Management and Construction Management Levels to proactively identify and address compliance related issues	Plan and process that will be followed
Establish Small Business Assistance Program to aid in technical assistance, financial assistance, bonding, and training	Establish survey and measurement tool
Establish list of SBEs that can provide services (Will not be counted towards a goal but provides local opportunity to other small business)	Identifying construction related opportunities that will not necessarily fall under construction i.e. Printing, supplies, car rental etc.
Establish Local Workforce Guidelines for compliance, monitoring, training and reporting	Creation of Designated Target Areas (DTA's) and the guide for workforce recruitment

Establish workforce partners to assist in the recruitment of local skilled labor	Establish relationships and guidelines for workforce recruitment with South Florida Workforce and other workforce agencies
Establish Designated Target Areas for workforce	Targeted recruitment of local workers for area project
Create reporting system to identify overall progress and economic impact of Local Workforce and Small Business	Monthly report to Project Manager

Task 7 – Program Management

The PCM Program will require general management and administration to support the defined total scope of services. These services will extend through the entire duration of the Program and therefore, continually for the first six months.

7.1 Establish PMO

Initially be working in WASD provided office space in their headquarters but will simultaneously establish a separate PMO office to house our and WASD integrated staff. The PMO will be located as near as possible to WASD HQ. Office furnishings, computers, printers, copiers, phones, computers, file cabinets and the like will be acquired and hard wiring of electronic equipment will be performed.

Deliverables	Description
Furnished, equipped office.	Provide within five months of NTP

7.2 Staff Integration Plan

Coordinate with WASD to determine positions within the PMO that WASD staff should fill. These individuals will be physically located in the PMO office.

Deliverables	Description
Provide integration plan	Provide the initial draft in six weeks of NTP

7.3 Chartering Meeting

Conduct a program charter meeting with WASD program director, key department managers, and project managers to identify immediate concerns and define success. The meeting will result in the program charter which will establish a culture of respect, team work, and achievement.

Deliverables	Description
Meeting, draft Plan, revisions, final Plan	Provide within first month of NTP

7.4 Document WASD Processes/Procedures

Interview WASD personnel and capture current WASD processes, procedures, design requirements, design standards, standard specifications, information management systems, lines of authority and communication, etc. This will be used to document procedures for the management of a typical project including securing a design consultant, preparation and execution of consulting agreements, processing invoices, change control, submittal processes, and close out activities. The design guidelines and requirements will be reviewed against EPA requirements and industry best practices. Standard consulting agreements, both design and construction management and standard WASD construction documents, will be reviewed against industry best practices.

Deliverables	Description
Interviews and record reviews	Complete within three months of NTP

7.5 Review IT Systems

Determine information technology (IT) system needs. Coordinate IT with WASD to provide compatibility for transferring, sharing and storing data.

Deliverables	Description
Review and report on IT systems	Complete within two months of NTP

7.6 Quarterly Report Template

Develop a template for reporting Program status, progress, challenges, etc. to U.S. EPA and DEP.

Deliverables	Description
Provide template	Provide within first two months of NTP

7.7 Cost Estimating Standards/Guidelines

Develop standards and guidelines for cost estimating and create a manual for use by program participants. Key objectives of this manual to include:

- Standardization in engineering inputs (scope) at estimating milestones to drive consistency in the expected accuracy range of cost estimates
- Standardization of estimating format to facilitate development, review, and historical data capture
- Guidance on development of appropriate contingency levels to facilitate better transparency and decision making
- Standardization in the submittal of estimate supporting documentation including sources of information and assumptions used to develop the estimate
- Minimum quality requirements for estimate review
- Procedures for estimating construction costs for a multiple project wastewater program should be consistent, yet adaptable. The overall program will initially be defined based on facilities planning level cost estimates. These estimates must be realistic, with appropriate contingencies and cost escalation factors, to establish the appropriate level of control based on cost-effectiveness and affordability. Estimates are to be preceded by clear definition of scope for potential projects

Deliverables	Description
Create manual	Complete within four months of NTP

7.8 Program Management Plan

Develop an initial draft Program Management Plan for use by staff, subconsultants and integrated WASD staff. This will be a working document to be refined and modified throughout the Program and should address:

- Program Scope and Goals- Describes the program mission, policies, goals, and success factors
- Program Constraints- Defines the constraints to achieving the program goals
- Program Performance Metrics-Describes how success will be measured
- Program Organization- Defines the staffing integration plan, organization, functional roles, responsibilities, and authorities
- Project Controls- Defines the standard WBS and scheduling and budgeting standards, progress and performance measurement, reporting requirements, document management requirements, cost estimating standards and guidelines, and change management
- Procurement and Contracting- Describes the strategy for contracting professional and construction services for program and project needs

- Safety- Defines strategies and policies for implementing and managing safety processes
- Quality Assurance and Quality Control- Defines requirements and responsibilities for quality control and quality assurance for business processes, program deliverables, design, and construction
- Communication Protocols- Defines the program-wide protocols and processes for communication vertically and horizontally across the program organization
- Environmental and Permits Compliance. Defines the programmatic environmental constraints and requirements; business process requirements for defining and developing project environmental and permits approvals; and planning, engineering, and design requirements to support environmental approvals
- Risk Management- Identifies program constraints and risks and the approach and requirements for program and project risk assessments and management
- Design Management- Defines requirements and guidelines for developing design scopes of work, progress reporting, technical reviews, and contract preparation
- Design and Process Standards- Defines design requirements and standard details and specifications
- Construction Management- Defines the approach and requirements for managing construction and conducting quality inspections
- Commissioning and Start-up-Describes the requirements, standard processes and documentation for systems and facility testing, commissioning and start-up

Deliverables	Description
Provide initial and final drafts	Provide within three months of NTP; final draft within five months of NTP

7.9 Program Procedure Manuals

Develop PPMs that describe how business processes will be done. Each PPM should establish procedural requirements, forms and templates, and workflow processes that are to be applied to Program activities. The goal of the PPMs is to provide that program participants are using the same terminology, procedure, forms, formats, systems, and project management tools and have the same understanding of the Program requirements.

Deliverables	Description
Develop manual	Complete within six months of NTP

7.10 Document Controls

Establish an integrated document management system to assure complete control of WASD CD Program records, reports, designs, and other information received or produced by the Program. The PM will

work with WASD to establish and implement both a physical and an electronic central CD documents library. Documents associated with the CD, including reports, meeting agendas/minutes, transmittals, design drawings and specifications, technical memorandums, schedules, e-mails etc. will be managed and organized in the library. Develop templates for documents and reports to provide consistency throughout the Program. The system will enable rapid retrieval of consolidated documentation and provide a database of Program records.

The basic functions of the document control system will include:

- Check in documents
- Check out documents
- Track versions
- View status
- Set read/write access limitations
- Obtain approvals when required
- Project collaboration
- Drag-and-drop distribution of information
- Query document like by Document Type, Project, Contract, or Date

Work with WASD to review and update the current Document Control Procedures and existing workflows to provide they will comply with the Program's objectives established in the Program Management Plan. Work closely with WASD staff during the Jump Start phase to confirm document control needs and the extent to which the document control system should be integrated into the work flow and management processes. Examples of documentation to be maintained in the Document Management System include documents related to budget, schedule, maps, photos, calendars, team directory, progress reports, newsletters, event and meeting postings, document references, and general incoming, outgoing and internal correspondence.

If requested provide assistance to WASD in the development and management of a public website that contains information related to the execution of the Program.

Deliverables	Schedule
Meet with WASD to discuss proposed document management system	Within 15 days of NTP
Proposed document management coding structure	Issue structure outline within 15 days of the meeting on document management
Roll out document management system	Within 90 days of NTP

7.11 Document Management Systems

Utilizing WASD's existing PCTS system, develop a document management system for both electronic and hard copy records. Initial tasks to include:

- Establishing the responsibilities and requirements for the development and maintenance of the centralized document control system. This includes the development of the program hierarchy and file index
- Establishing a standard and process for the maintenance and control of each set of program/project documents
- Establishing the responsibilities and describe the methods for controlling incoming and outgoing correspondence related to the Program
- Defining the methodology to facilitate proper distribution and appropriate review of program/project documents

Deliverables	Schedule
Get system in place	In place within four months of NTP

7.12 Risk Management Program

Develop a risk management program by conducting a workshop with WASD to validate the existing WASD risk management process and collaborate with the Program team to identify revisions needed for the Wastewater System Priority Projects Program. Identify the format and content of management reports and a risk management information dashboard, revise the processes and procedures and develop a Risk Management Plan. Coordinate WASD Program team efforts in evaluating the likelihood of a potential risk occurring, and work with WASD to identify potential mitigating measures to address identified potential risks and summarize in report form. The Risk evaluation will include identifying and recommending mitigation options to deal with future sea level rise and storm surge. This Plan should:

- Identify and define risks
- Assess risk probabilities, consequences and impacts
- Analyze risk exposure
- Manage Risk and define response
- Monitor, review and update risks and mitigation plans and risk management performance

The program level risk assessment will include financial risks, stakeholder of third-party risk, political, legal, environmental /regulatory, climate/weather, skilled resources availability and construction marketplace issues.

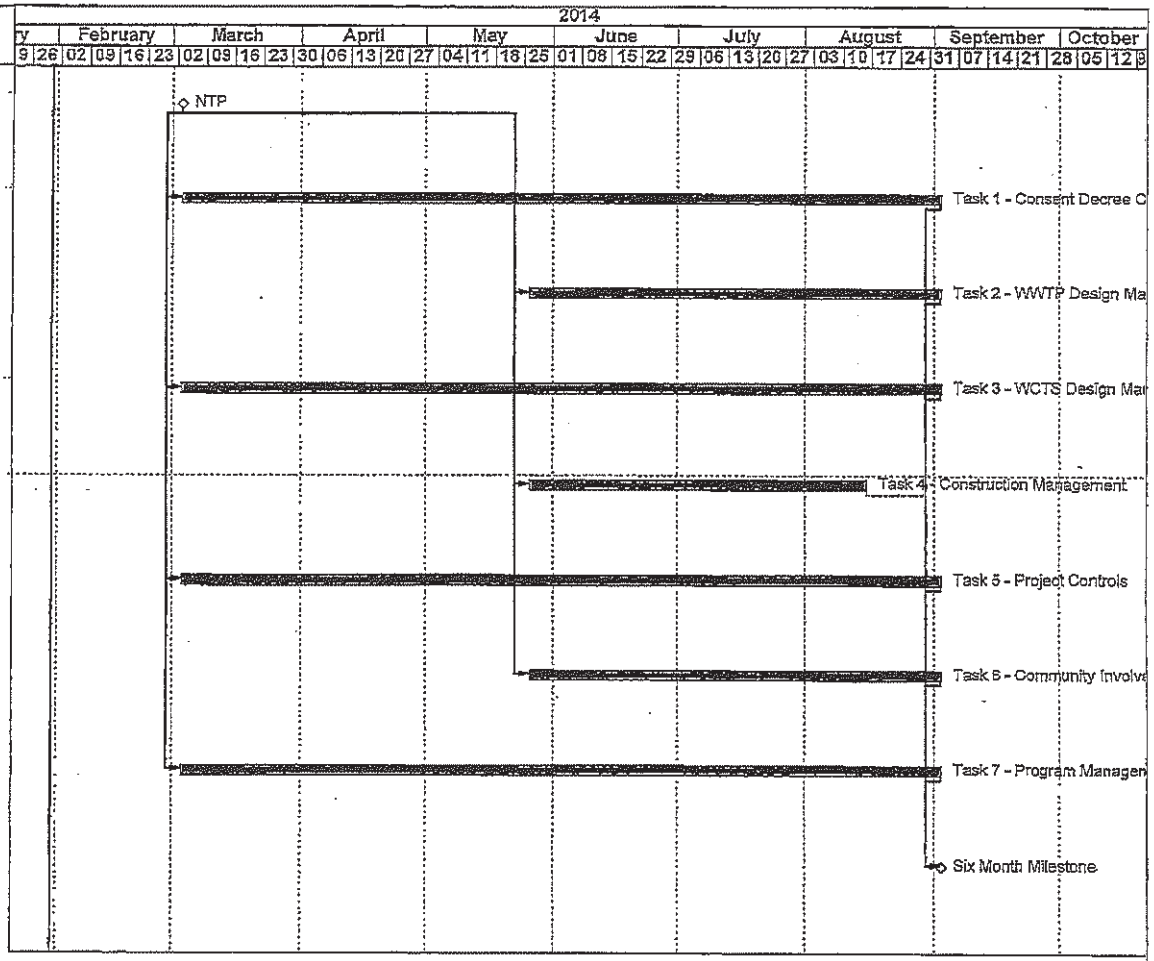
Deliverables	Schedule
Prepare Draft Risk Management Plan	Within 90 days of NTP
Conduct two Risk Analysis Workshops and get program in place	Complete workshop within 60 days of NTP; get program in place within three months of NTP
Risk Register & Mitigation Action Plan	Issue within 15 days of the second workshop
Update potential risks and mitigation measures	Quarterly

7.13 Safety Program

Develop an outline for a program safety plan to establish objectives and define roles, responsibilities, processes and procedures for a strong safety culture in the Program. Set up a Safety Committee comprising of Program office and WASD staff members to establish the policies and procedures Provide direction for the creation of a Health and Safety Plan under Task 4 –Construction Administration and assure compliance and coordination of WASD and applicable codes.

Deliverables	Schedule
Outline for Program Safety Plan	Within first six months
Organize Safety Committee	Within first six months

Activity ID	Activity Name	Original Duration	Start	Finish
WASD 6 Month Schedule		132	03-Mar-14	02-Sep-14
1	NTP	0	03-Mar-14*	
2	Task 1 - Consent Decree Compliance	132	03-Mar-14	02-Sep-14
7	Task 2 - WWTP Design Management	72	26-May-14	02-Sep-14
15	Task 3 - WCTS Design Management	132	03-Mar-14	02-Sep-14
20	Task 4 - Construction Management	60	26-May-14	15-Aug-14
22	Task 5 - Project Controls	132	03-Mar-14	02-Sep-14
26	Task 6 - Community Involvement	72	26-May-14	02-Sep-14
29	Task 7 - Program Management	132	03-Mar-14	02-Sep-14
43	Six Month Milestone	0		02-Sep-14



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MIAMI-DADE COUNTY

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WATER & SEWER DEPARTMENT

WASD Six Month Schedule

Run Date: 31-Jan-14

Actual Work
Remaining Work
Critical Remaining Work
Milestone
Remaining Level of Effort

ATTACHMENT C

AECOM

E13-WASD-91R
PCM Services Related to the Wastewater System Priority Projects Required Information for Negotiations

PROPOSED TOTAL CONTRACT VALUE FOR 15 YEARS

	PROGRAM TASK	TASK CLASSIFICATION	Principal	Multiplier Code	Program Director	Multiplier Code	Program Manager	Multiplier Code	Program Controls Manager	Multiplier Code	Senior Project Manager	Multiplier Code	Project Manager / Registered Staff	Multiplier Code	Technical Staff (Non-Registered)	Multiplier Code	Admin. Support Staff	Multiplier Code	Clerical	Multiplier Code	Technical Expert	Multiplier Code	SUBTOTAL ($)
		Cap Rate:(1):	$ 130		$ 275		$ 295		$ 275		$ 80		$ 75		$ 60		$ 45		$ 25		$ 255		
A	Validation	Program Management									1,048	A	1,550	A	7,092	A	400	A	372	A	660	CP	$ 2,029,094
B	Program Procedures @ AECOM	Program Management									1,120	A			1,186	A	300	A	352	A	448	CP	$ 635,879
	Program Procedures @ Client's Office	Program Management															300	C					$ 32,400
C	Risk Management	Program Management											992	A	1,603	A							$ 486,187
D	Program Management @ AECOM	Program Management	2,500	CP	4,800	CP	25,440	CP			20,440	A	3,497	A					6,729	A	3,160	CP	$ 15,985,310
	Program Management @ Client's Office	Program Management									8,000	C					24,109	C					$ 4,139,811
E	Program Management Plan @ AECOM	Program Management					200	CP			203	A			239	A					86	CP	$ 168,179
	Program Management Plan @ Client	Program Management															122	C					$ 13,167
F	Wastewater Facilities Master Planning	Other Services									965	A			1,544	A							$ 484,044
G	Modeling @ AECOM	Other Services									1,000	A			8,274	A					760	CP	$ 1,835,695
	Modeling @ Client's office	Other Services											1,200	C									$ 216,000
H	Cost Estimating	Program Management									1,280	A			5,280	A	1,400	A	1,400	A	8,800	CP	$ 3,718,020
I	Program Controls	Program Management							11,369	CP			14,325	C	7,875	A							$ 7,051,612
J	Reporting	Program Management													894	A							$ 152,942
K	Document Control	Program Management													5,701	A							$ 974,804
L	Public Outreach	Other Services									1,057	A			2,511	A	1,100	A	1,020	A	320	CP	$ 965,798
M	Regulatory Meetings	Other Services									1,336	A			2,520	A							$ 735,519
N	CD Reporting	Other Services									808	A	160	A	4,584	A							$ 956,655
O	Value Engineering	Program Management											14,602	A									$ 3,121,092
P	Permit Assistance	Other Services									4,185	A											$ 954,180
Q	Constructability/Bid Phase Services	Construction Management											4,936	A	7,960	A							$ 2,416,257
R	Design and Construction Management	Program Management									2,080	A	33,705	F	19,260	F							$ 8,208,221
S	CMOM	Other Services					2,106	CP					317	A	2,478	A							$ 1,112,657
T	CM	Construction Management					320	CP			95,195	F	17,933	F	18,199	F							$ 19,524,708
U	Inspection	Construction Management													108,691	F							$ 13,443,021
V	Staff Integration	Other Services																					$ -
		Staff Hours Subtotal:	2,500		4,800		28,066		11,369		128,518		93,217		203,880		27,731		11,879		14,234		$ 89,362,252

Note
(1) : For consistency, cap rates were used in calculating. maximum/not-to-exceed total fee

Total Labor:	$ 89,362,252
ODC (2%) :	$ 1,787,245
Total :	$ 91,149,497

Multiplier Code Legend
A : Personnel Working from AECOM's office : 2.85
C : Personnel Working from MDWASD's office : 2.40
F : Personnel Working in the Field : 2.10
CP : Capped Burdened Rate : Multiplier of 1.00 used.

Summary per Task Classification		
Task Classification	Total	Percent of Construction Cost
Program Management	$ 47,651,052	4.0%
Construction Management	$ 36,091,666	3.0%
Other Services	$ 7,406,779	
Total	$ 91,149,497	

AECOM

ATTACHMENT C

AECOM
800 S. Douglas Road
North Tower, Suite 200
Coral Gables, FL 33134
www.aecom.com

305.444.4691 tel
305.447.3578 fax

February 19, 2014

Faith Samuels
A/E Consultant Selection Coordinator
Miami-Dade County Internal Services Department

RE: E13-WASD-01R Hourly Rates for Proposed Staff
Truth-In-Negotiation Certification of Wage Rates

Dear Ms. Samuels:

The hourly rates provided below shall be in effect from January 1, 2014 to December 31, 2014.

Employee Name	Job Classification	Raw Hourly Rate
Ron Armstrong	Principal in Charge	$130.00
Pedro G. Hernandez	Program Executive	$ 96.65
David M. Haywood*	Deputy Program Manager	$102.97
Patrick Murray*	Senior Project Manager	$ 69.91
Gustavo Soto-Rosa	Program Control Manager	$ 88.15
John Lannon	Senior Program Manager	$ 89.59
Guillermo Regalado	Project Manager / Registered Technical Staff	$ 65.87
Brian Stitt	Project Manager / Registered Technical Staff	$ 78.01
Maricela J. Fuentes*	Project Manager / Registered Technical Staff	$ 44.76
Roger Williams	Project Manager / Registered Technical Staff	$ 47.73
Everette Lopez	Technical Staff / Non-Registered	$ 38.77
Hans Murzi	Technical Staff / Non-Registered	$ 35.99
Sharon Tsay	Technical Staff / Non-Registered	$ 51.43
Lawrence Soucie	Technical Staff / Non-Registered	$ 53.13
Bertha Pulido	Administrative Staff	$ 36.49
Kim Windloss	Administrative Staff	$ 34.81
Melba Fernandez	Administrative Staff	$ 31.71
Darling Macias	Clerical	$ 20.07
Richard Hope	Technical Expert – Hydraulic Modeling	$ 96.57
Beverly Stinson	Technical Expert – WWTP Technologies	$ 99.29
Scott Edelmen	Technical Expert – Climate Change	$115.15
Art Miller	Technical Expert – Climate Change	$111.30
Ben Pope	Technical Staff / Non-Registered	$47.85
Kris May	Project Manager / Registered Technical Staff	$68.64
Chris Mack	Project Manager / Registered Technical Staff	$69.84
Elena Drei-Horgan	Project Manager / Registered Technical Staff	$58.84

*Rates to be modified prior to March 1st, 2014.

Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

Debbie Klem
Regional Finance Director

172

February 5, 2014

Mr. David Haywood
AECOM
800 S. Douglas Road
North Tower, Suite 200
Coral Gables, FL 33134

RE: Miami-Dade County Project No: E13-WASD-01R

Subject: Updated Certification of Wage Rates-MDC Program Job Categories

Dear David:

In response to your recent email, please see re-categorized employee classifications to Program Labor Categories as noted by your email.

Employee Name	Position	RAW RATE/Range	MDC Program Job Categories and Direct Salary Caps	
Esther Monzon-Aguirre	Task Manager	$85.00	Senior Project Manager	$ 80.00
Natalie French	Public Information Manager	$45.00	Technical Staff / Non-Registered	$ 60.00
Michelle Simmons	Public Information Manager	$45.00	Technical Staff / Non-Registered	$ 60.00
Gissette Espinosa	Administrative Assistant	$18.00	Administrative Staff	$ 45.00
TBD	Administrative Assistant	$15.00-$19.75	Administrative Staff	$ 45.00
TBD	Public Information Officer	$25.00-$30.00	Technical Staff / Non-Registered	$ 60.00
TBD	Clerical/Secretary	12.50-15.00	Clerical Staff	$ 25.00
TBD	Social Media Specialist	$24.50-$30.00	Administrative Staff	$ 45.00
TBD	Graphic Designer	$25.50-$31.25	Technical Staff / Non-Registered	$ 60.00

Please advise if you require any further information.

Sincerely,

Esther Monzon-Aguirre
Esther Monzon-Aguirre
President

PO Box 453335 • Miami, FL 33255 • Phone: 786-536-4270 • www.evservicesinc.com

Gannett Fleming

Excellence Delivered ***As Promised***

To: David Haywood

From: John V. Dougherty

Date: February 20, 2014

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from March 1, 2013 to March 1, 2014.

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate
John V. Dougherty	Project Manager/Registered Technical Staff	$85.70
Alina Fernandez	Project Manager/Registered Technical Staff	$72.60
Thomas Pursel	Project Manager/Registered Technical Staff	$67.50
TBD	Technical Staff/Non Registered	$45.00
Daniel L. Huntt	Technical Staff/Non Registered	$35.60
Min Ahn	Technical Staff/Non Registered	$31.70

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

GANNETT FLEMING, INC.

John V. Dougherty, P.E.
Senior Vice President

Gannett Fleming, Inc.

Suite 701, 7300 Corporate Center Drive, Miami, FL 33126-1233
t: 786.845.9540 • f: 786.845.6802
www.gannettfleming.com

174

ENGINEERING COMPANY

ENGINEERING CONSULTANTS

To: David Haywood

Date: February 20, 2014

From: Adebayo Coker

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from March 1, 2013 to March 1, 2014

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate
Senior Project Manager		
Adebayo Coker, PE	Task Manager	$56.00
Project Manager/Register Technical Professionals		
Edgar Diaz, PE	Senior Transportation Engineer	$55.00
Roger Lalanne, PE	Senior Permit and LAP Engineer	$55.00
Daniel Garcia, PE, PTOE	Senior Traffic Data Collection Engineer	$45.67
Mario Candia, PE	Senior Traffic Safety Engineer	$48.00
Virgillo E. Alvarez, PE	Senior Electrical Engineer	$55.00
Elmer Cardenas, P.E.	Drainage Project Engineer	$35.00
TBD, PE	Senior Structures Engineer	$57.00
TBD, PE	Senior Water Resources Engineer	$55.00
TBD, PE	CEI Construction Manager	$65.00
TBD, PE	CEI Construction Engineer	$56.00
TBD	Senior Environmental Scientist	$52.00
Non- Registered Technical Staff		
Alfonso Orellana	Utility Coordinator/Senior Water Resource Specialist – Pump Station	$36.00
Vamsee Tirunagari	Project Engineer	$38.00
Jinyan Lu	Traffic Project Engineer	$38.00
Rafael Leon	Senior Engineer Technician	$32.00
Gaetania Herard	Secretary/ Clerical	$18.00
TBD	Water Resources Project Engineer	$35.00

Winsor Pozo, E.I.		Senior CEI Inspector		$37.00
Israel Rodriguez		CEI Inspector		$32.00
TBD		Office Support Specialist		$25.00
TBD		Public Information Officer		$34.00
TBD		Utility Coordinator		$45.00
TBD		Planner/Scheduler		$38.00
TBD		Staff Accountant		$45.00
TBD		Safety Specialist		$38.00
TBD		Scheduling Engineer		$42.00

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

Adebayo Coker

Digitally signed by ADEBAYO COKER
DN: cn=ADEBAYO COKER, o=HBC ENGINEERING COMPANY, ou, email=ACOKER@HBCENGINEERINGCO.COM, c=US
Date: 2014.02.20 10:39:31 -05'00'

President

NEW MILLENNIUM
ENGINEERING, INCORPORATED

To: Maricela J. Fuentes

Date: February 20, 2014

From: Eugenio Ochoa

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from January 1, 2014 to December 31, 2014

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate
Gustavo R Quesada, P.E.	Project Manager	$74.00
Esen Tokay, P.E.	Project Manager	$49.86
David F Holden, P.E.	Project Manager	$72.12
Jorge Vazquez	Project Administrator	$48.00
Kathy Herrera, P.E.	Senior Engineer	$52.88
Romesh Valdes, P.E.	Senior Engineer	$38.46
Shaun P Connor	Junior Engineer	$25.00
Eric Yeomans	Project Administrator	$33.11
Carolina Farhan	Contract Support Specialist	$28.91

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

Principal

4868 SW 72nd Avenue, Miami, Florida 33155 ~ Phone 305.667.4772 ~ Fax 305.667.1790 ~ www.nmdceng.net

ROBAYNA
AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

February 20, 2014

Attn: David Haywood

RE: Project No. E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from January 1, 2014 to December 31, 2014
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate
Rafael L. Robayna, PE	Professional Engineer	$65.00
Oscar Robayna	Non-Registered Staff	$55.00
Ernesto Iglesias	Administrative Staff	$42.00

3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and as specified in a written task authorization
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salaryraw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.
6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

ROBAYNA AND ASSOCIATES, INC.

Rafael L. Robayna
President / CEO

5723 NW 158th Street, Miami Lakes, FL 33014
TEL: 305-823-9316/FAX: 305-823-1569

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WINGERTER LABORATORIES INC.
Professional Engineering & Testing
Established 1949

To: David Haywood

Date: February 20, 2014

From: **Jill Wingerter Chin-You**

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from January 1, 2014 to December 31, 2014

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates

Employee Name	**Job Classification**	**Raw Hourly Rate**
Robert H. Schuler, PE, PG	Registered Professional	$75.00
Leon Chin-You, BN	Registered Professional	$75.00
Luis Rodriguez	Non-Registered Technical	$60.00
John Cooper	Non-Registered Technical	$55.00
Marilyn Schuler	Administrative Staff	$45.00

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,
WINGERTER LABORATORIES INCORPORATED

Jill W. C-Y

Jill Wingerter Chin-You
President

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THE VAILON GROUP

To: David Haywood

Date: February 5, 2014

From: Marsha Jackman

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from March 1, 2013 to March 1, 2014

2. Professional Services provided by **The Vailon Group** personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate	Capped Hourly Rate
Marsha E. Jackman	Senior Program Manager	$85.00	$80.00
Regina Sandilands	Technical Staff	$65.00	$60.00
TBD	Administrative Assistant	$45.00	$45.00
TBD	Clerical	$25.00	$25.00

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

Marsha E. Jackman, President

180

13615 S. DIXIE HIGHWAY - SUITE 547 - MIAMI, FLORIDA 33176 - TEL: 305-253-4573 - VAILON@BELLSOUTH.NET

EAC Consulting, Inc.

To: David Haywood

Date: January 31, 2014

From: Marie Chong

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate	Rate Effective as of
Enrique Crooks	Senior Professional/ Engineer 3	$85.00	03/20/13 to 03/20/14
Michael Adeife	Senior Professional/ Engineer 3	$62.00	09/16/13 to 09/16/14
Huntley Higgins	Senior Professional/ Engineer 3	$57.00	03/20/13 to 03/20/14
Donna Grace	Professional / Engineer 2	$56.10	03/20/13 to 03/20/14
Gregory Mendez	Professional / Engineer 2	$50.00	10/29/13 to 10/29/14
Rodney Devera	Junior Professional / Engineer 1	$38.50	03/20/13 to 03/20/14
Leonardo Galvan	Junior Professional / Engineer 1	$32.26	06/17/13 to 06/17/14

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

3. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

4. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

5. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,
EAC Consulting, Inc.

Marie Chong
Vice President and Controller

181

To: David Haywood

Date: January 31, 2014

From: Franklin A. Torrealba, PE

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from March 1, 2013 to March 1, 2014

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate
Franklin A. Torrealba, PE	Task Manager	$77.00
Rafael J. Ballesteros, PE	Senior Professional	$65.00
Kenia Gonzalez	Senior Professional	$60.00
TBD	Senior Professional	$48.08
Mary Roberts	Professional	$30.00
TBD	Professional	$41.00
TBD	Junior Professional	$24.14

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

Director

cardozo engineering, inc.
water • wastewater • stormwater • transportation • engineering • construction management

To: David Haywood

Date: January 31, 2014

From: Rosanne W. Cardozo, P.E., PMP

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The raw hourly rates shown below include the projected salary adjustments estimated to be in effect March 1, 2014 to March 1, 2015*.

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with projected raw salary rates.

Employee Name	Job Classification	Raw Hourly Rate*
Alfredo Olivares	Engineer – Technical Support	$31.00
Igor Villalobos	Engineer – Technical Support	$22.66
Amina Lanier	Invoice Processor/Admin Support	$29.42
Cheryl Pierce	Invoice Processor/Admin Support	$21.12
Craig Ashby	Engineer – Technical Support	$33.99
Jefferson Weston	Technical Expert	$57.21
Roberto Cardozo	Technical Expert	$73.65
Rosanne Cardozo	Regulatory Compliance Manager	$73.65
Tien Yee	Professional Engineering	$41.20
Vivian Jones	Engineer – Technical Support	$30.32

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

717 Ponce de Leon Boulevard
Suite 322
Coral Gables, Florida 33134

www.cardozo.com

tel 305 629 • 9880
fax 305 629 • 9890

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

CARDOZO ENGINEERING, INC.

Rosanne W. Cardozo, P.E., PMP
President

717 Ponce de Leon Boulevard
Suite 322
Coral Gables, Florida 33134

www.cardozo.com

tel 305 629 • 9880
fax 305 629 • 9890

PCI
PROGRAM CONTROLS INC.

▶ PROJECT CONTROLS & ESTIMATING
▶ CONSTRUCTION MANAGEMENT
▶ INFORMATION TECHNOLOGY

To: David Haywood

Date: October 2, 2013

From: Ashish Kumar – Program Controls, Inc

Project No: E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from March 1, 2012 to March 1, 2014

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate	Program Capped Hourly Rate
PROJECT MANAGER/REGISTERED TECHNICAL STAFF			
Ashish Kumar	Controls Manager	69.00	75.00
Charles S. Zurschmiede	Scheduling Manager	67.06	75.00
Lou A. Gonzalez	Scheduling Manager	64.81	75.00
Keith Warner	Chief Estimator	61.20	75.00
Julio Lostao	Estimating Manager	65.00	75.00
Jacquelyn Caro-Szutar	Senior Controls Engineer	48.31	75.00
NON-REGISTERED TECHNICAL STAFF			
Timothy Corey	Chief Scheduler	55.40	60.00
Maribel Westgate	Senior Controls Engineer	52.00	60.00
Adriana Gomez	Senior Controls Engineer	44.38	60.00
TBD	Controls Engineer	36.00	60.00
Thomas S, Fink	Senior Estimator	50.00	60.00
David Adler	Senior Estimator	50.00	60.00
Sergio Santana	Estimator	35.00	60.00
Davis Nkenge	Estimator	38.46	60.00
Allen F. Bildstein	Estimator	42.09	60.00
TBD	Network Administrator	50.00	60.00
TBD	IT Programmer/Manager	50.00	60.00
ADMINISTRATIVE STAFF			
TBD	Document Controls Manager	30.00	45.00
TBD	Contract Administrator	30.00	45.00
CLERICAL STAFF			
TBD	Document Controls Clerk	20.00	25.00
TECHNICAL EXPERTS			
Akanksha Srivastava	IT Specialist	170.00 (FLAT)	255.00

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

Ashish Kumar

President

5201 Blue Lagoon Dr, 8th Floor, Miami, FL 33126 ■ (786) 229-4416 ■ www.programcontrolsinc.com

PARSONS

7600 Corporate Center Drive, Suite 104 • Miami, Florida 33126 • (305) 507-5577 • Fax: (305) 507-5596 • www.parsons.com

To: David Haywood **Date:** February 5, 2014

From: Patrick Brooks **Project No:** E13-WASD-01R

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from March 1, 2013 to March 1, 2014.

2. Professional Services provided by **Consultant** personnel in various projects are listed below along with raw salary rates and the program capped rates.

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Keith Aleckson	Quality Manager	$62.59	Project Manager/ Registered Technical Staff	$75.00
Jason Beasley	Construction Project Lead	$46.97	Project Manager/ Registered Technical Staff	$75.00
Randy Bryan	Construction Program Manager	$96.06	Sr. Project Manager	$80.00
Ken Buono	Construction Inspector	$65.11	Non-registered Technical Staff	$60.00
Oscar Calle	Engineer – Technical Support	$24.95	Non-registered Technical Staff	$60.00
Randy Carbone	Information Technology/ Technical Support	$74.88	Non-registered Technical Staff	$60.00
Tory Champlin	Technical Expert	$65.87	Technical Expert	$255.00*
Alan Cooper	Technical Expert	$111.54	Technical Expert	$255.00*
Richard Creavalle	Professional Engineering	$53.08	Project Manager/ Registered Technical Staff	$75.00
Richard Cromer	Construction Project Lead	$60.48	Project Manager/ Registered Technical Staff	$75.00
Hans Gaus	Information Technology Supervisor	$79.35	Non-registered Technical Staff	$60.00
Alan Hargraves	Construction Project Lead	$54.27	Project Manager/ Registered Technical Staff	$75.00
Seneca House	Professional Engineering	$40.34	Project Manager/ Registered Technical Staff	$75.00
Sergio Hoyos	Professional Engineering	$43.32	Non-registered Technical Staff	$60.00
Arnold Kambly	Cost Estimator	$50.60	Non-registered Technical Staff	$60.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Anthony Miller	Health & Safety Officer	$70.67	Project Manager/ Registered Technical Staff	$75.00
John Ososkie	Professional Engineering	$69.42	Project Manager/ Registered Technical Staff	$75.00
Troy Peralta	Professional Engineering	$46.78	Project Manager/ Registered Technical Staff	$75.00
Michael Pinkston	Information Technology Supervisor	$71.34	Non-registered Technical Staff	$60.00
Norman Prima	Technical Expert	$80.67	Technical Expert	$255.00*
William Rathbun	Senior Construction Project Lead	$70.24	Project Manager/ Registered Technical Staff	$75.00
Steven Schaefer	Technical Expert	$76.20	Project Manager/ Registered Technical Staff	$75.00
Don Stern	Construction Project Lead	$53.99	Project Manager/ Registered Technical Staff	$75.00
Maria Trueba	Invoice Processor/Admin Support	$33.22	Administrative Staff	$45.00
Kevin Ulrey	Construction Project Lead	$96.73	Project Manager/ Registered Technical Staff	$75.00
Jess Yoder	Technical Expert	$131.25	Technical Expert	$255.00*

*loaded rate inclusive of all multipliers

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

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on rates shown above and applicable multiplier per Agreement.

5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.

6. Rates listed above are certified as reported to Internal Revenue Service.

Sincerely,

Patrick C. Brooks, P.E.
Vice-President

Deputy Program Manager

Name: David Haywood **Hourly Raw Rate: $102.97**

Roles / Responsibilities

1. Overall program's execution responsibility
2. Responsible for coordination of design and construction activities
3. Coordinates MDWASD's interface and sub-consultant activities
4. Provides general office administrative management
5. Ensures proper utilization of resources
6. Develops, implements and updates "Program Management Plan" (PMP) including scheduling, procedures and analysis, cost controls, communication, administrative, reporting and quality control
7. Advises and provides, strategic and day to day oversight and direction to the program
8. Coordinates associated work with outfall legislation and master planning projects
9. Overseas monthly, quarterly and yearly cash flow projections
10. Approves all design consultant's scope of work schedules and fees
11. Approves all design consultants' and contractors' invoices
12. Coordinates with MDWASD reporting to USEPA, FDEP and RER on consent decree requirements
13. Attends monthly PCM meetings
14. Attends design and construction meetings

Reports to: WASD Director, WASD Program Director, WASD Program Manager, Principal in Charge

Hourly Raw Rate Range: $100.00 - $120.00

Senior Project Manager

Name: Patrick Murray **Hourly Raw Rate: $69.91**

Roles / Responsibilities

1. Assists Program Manager in all activities.
2. Acts in place of Program Manager in his absence.
3. Acts as interface with Design and Construction Management Leads and WASD design managers.

Reports to: Principal in Charge and MDWASD Program Manager

Hourly Raw Rate Range: $75.00 - $100.00

Construction Program Manager

Name: Randy Bryan **Hourly Raw Rate: $96.06**

Roles/ Responsibilities

1. Responsible for construction management and inspection during construction operation
2. Prepare the necessary bid documentation and coordinates the contractor selection process
3. Coordinates "Health and Safety Plan" with MDWASD and contractors
4. Responsible for stakeholders issued during construction
5. Prepares and reviews "Construction Management Procedures Manual" (CMPM)
6. Establishes project procedures, problem solving activities, budget reviews and certifications needed
7. Reviews updates construction schedules and budgets
8. Assigns and allocates construction project
9. Reviews and QA/QCs construction's database
10. Minimizes QA/QCs claims and change orders
11. Approves contractors' invoices
12. Attends presentations as required
13. Attends construction meetings and QA/QCs Meeting minutes
14. Attends miscellaneous meeting with MDWASD

Report to: Program Manager

Hourly Raw Rate Range: $75.00 - $100.00

Design Management Lead

Name: John Lannon **Hourly Raw Rate: $89.59**

Name: Franklin Torrealba **Hourly Raw Rate: $77.00**

Roles / Responsibilities

1. Responsible for the program's planning and design management phases for plant work.
2. Provides the following for each project:
   a. Scope of work
   b. Preliminary engineering report
   c. Preliminary cost estimate
   d. Schedule of implementation
3. Responsible for managing the selected design consultants
4. Responsible for complying with design schedules
5. Responsible for complying with design budgets
6. Assists MDWASD in the negotiation of feed to be paid to the design consultants
7. Assists MDWASD in the review of design documents, including constructability reviews
8. Assigns and allocates design projects to the design consultants
9. QA/QC's designs
10. Creates and maintains design consultant assignments database of the program
11. Updates and QA/QC's planning and design database
12. Coordinates request for "scope of works", "Schedules" and "Fees"
13. Reviews design consultant's "Scope of Works", "Schedules" and "Fees"
14. Minimizes and reviews out of scope items
15. Approves design consultants' invoices
16. Attends presentations as required
17. Attends planning and design meetings and QA/QC's meeting minutes
18. Attends pre-bid meetings
19. Attends miscellaneous meetings with MDWASD
20. Prepares/updates and follows design procedures and protocols.

Report to: Deputy Program Manager

Hourly Rae Rate Range: $70.00 - $95.00

Regulatory Compliance Manager

Name: Rosanne Cardozo **Hourly Raw Rate: $73.65**

Roles/ Responsibilities

1. Responsible for ensuring that the all aspects of the Consent Decree are met
2. Coordinates efforts with the USEPA to maintain the Consent Decree Milestones
3. Attend and participate in meetings with the USEPA
4. Responsible for coordination with other agencies such as FDEP, RER, SFWMD and Miami-Dade Building Department
5. Assists MDWASD in discussions and negotiations with various Regulatory Agencies, as required
6. Provides regular status reports required by the USEPA Consent Decree
7. Meets with all affected departments/agencies to obtain information that they have on ongoing activities that may impact completion of the program
8. Develops a list of all affected departments/agencies with key contacts
9. Develops a summary report listing all ongoing activities that may impact the program
10. Provides monthly updated summary reports listing all ongoing activities that may impact the program to MDWASD
11. Responsible for reviewing the monthly, quarterly, semi-annual and annual reports.

Report to: Program Manager

Hourly Raw Rate Range: $70.00 - $95.00

Program Controls Manager

Name: Gustavo Soto-Rosa **Hourly Raw Rate: $88.15**

Roles/ Responsibilities

1. Responsible for program cost control and estimating
2. Responsible for program schedules
3. Prepared budget forecast
4. Prepares monthly cash flow monitoring report
5. Responsible for cost control monitoring
6. Responsible for monthly reports (budget/schedules)
7. Track projects' progress
8. Provides budget / costs oversight of all program elements and resources
9. Prepares, maintains, refines and updates program schedule
10. Attends presentations as required
11. Participates in controls related meetings
    a. Attends meetings and QA/QCs meeting minutes
    b. Attends miscellaneous meetings with MDWASD

Report to: Program Manager

Hourly Raw Rate Range: $70.00 - $95.00

Quality Manager

Name: Mark Abbott **Hourly Raw Rate: $ 79.83**

Name: Keith Alekson **Hourly Raw Rate: $ 62.59**

Roles/ Responsibilities

1. Develop a Quality Assurance Plan for the duration of the Program
2. Update Quality Assurance Plan
3. Develop the Quality Check Standards Manual
4. Update the Quality Check Standards Manual
5. Perform periodic audits at the Program Level
6. Perform periodic audits at the project level
7. Provide instruction at quality management workshops
8. Develop a quality assurance and tracking database for design and construction
9. Audit the QA/QC database periodically
10. Perform a monthly report on quality standards, violations, savings, and losses.

Report to: Design Management Lead

Hourly Raw Rate Range: $65.00 - $85.00

Technical Expert

Name: Richard Hope	**Hourly Raw Rate: $ 96.57**
Name: Dr. Beverly Stinson	**Hourly Raw Rate: $99.29**
Name: Scott Edelman	**Hourly Raw Rate: $115.15**
Name: Roberto Cardozo	**Hourly Raw Rate: $ 73.65**
Name: Tory Champlin	**Hourly Raw Rate: $65.87**
Name: Jess Yoder	**Hourly Raw Rate: $131.25**

Roles/ Responsibilities

1. Develop technical aspects of the preliminary engineering reports and work plans
2. Participate in PID and treatment process evaluations
3. Plan and accelerate Program requirements
4. National leader in area of practice, such as wastewater, alternative delivery, legislation, CSOs, pipelines, sea level rise, sustainability, etc.
5. Review and participate in specific discipline during the design review process
6. Update technical and regulatory drivers for inclusion into the projects
7. Reviews engineering reports such as the preliminary design reports or basis of design reports
8. Data analysis
9. Attends meetings with MDWASD, USEPA, Stakeholders, Designers, Workshops, and Review Meetings as required per project.
10. Perform condition assessments and site visits

Report to: Program Manager

Hourly Raw Rate Range: $90.00 - $120.00

Public Outreach Liaison

Name: Esther Monzon-Aguirre **Hourly Raw Rate: $85.00**

Roles/ Responsibilities

1. Responsible for coordinating and managing the five (5) main areas of communications
   a. Elected Officials
   b. Development and Business Interest
   c. Impacted Residents and Property Owners
   d. General Public
   e. Public
2. Prioritizes the issues of most immediate concern that will have a direct impact on the community at large and specifically the business community
3. Develops the materials that are required for public meetings which require information from the design consultants, MDWASD, Program Manager and other stakeholders.
4. QA/Qcs monthly status reports for MDWASD
5. Assists meeting with stakeholders, constituents, MDWASD and elected officials as required

Report to: Program Manager

Hourly Raw Rate Range: $70.00 - $90.00

Project Delivery Manager

Name: Brian Stitt **Hourly Raw Rate: $78.01**

Name: Guillermo Regalado **Hourly Raw Rate: $65.87**

Roles / Responsibilities

1. Coordinates planning and design activities
2. Manages multiple design consultants
3. Initiates projects, manages project implementations, coordinates with team members, maintain project status and prepares monthly reports
4. Reviews design consultants' proposed "Scope of Work" , "Schedule" and "Fee"
5. Coordinates design consultants' invoices
6. Coordinates design consultants' task authorizations
7. Coordinates permitting
8. Tracks and reviews project schedule and budget
9. Reviews design group policies and procedures
10. Minimizes and reviews out of scope items
11. Prepares and reviews monthly and weekly status reports
12. Monitors documentation of completed design work
13. Updates planning and design database
14. Develops engineering reports, scope of works, schedule and preliminary cost Estimates
15. Provides input to monthly reports

Reports to: Design Management Lead

Hourly Raw rate Range: $60.00 - $80.00

Senior Construction Project Lead

Name: Richard Ulkus **Hourly Raw Rate: $ 79.28**

Name: William Rathbun **Hourly Raw Rate: $ 70.24**

Roles/ Responsibilities

1. Coordinates all activities related to project construction
2. Directs and supervises construction administrative operations and personnel
3. Overseas construction inspectors
4. Reviews construction group policies and procedures
5. Reviews and recommends all change orders and allowance account charges
6. Prepares and reviews monthly and weekly construction status reports
7. Monitors documentation of completed construction work
8. Prepares and reviews all contractors' payment request, reports, shop drawings, schedules, cost estimates, claims and change orders
9. Updates program's construction database
10. Reviews and coordinates "Health and Safety Plan" implementation
11. Coordinates and resolves stakeholders issues
12. Attends substantial and final inspections

Report to: Construction Program Manager

Hourly Raw Rate Range: $60.00 - $85.00

Professional Engineering

Name: Maricela J. Fuentes **Hourly Raw Rate: $44.76**

Roles/ Responsibilities

1. Participation at different design review levels during the program
2. Participate in the Program Validation task
3. Participate in the Design Management technical committee and technology review process
4. Prepares Design Review Memorandum
5. Develops criteria and performance requirements in coordination with the Designers
6. Participate in review, tracking and support of the individual design projects

Report to: Design Management Lead

Hourly Raw Rate Range: $55.00 - $75.00

Construction Project Lead

Name: Roger Williams **Hourly Raw Rate: $ 47.73**

Name: Richard Cromer **Hourly Raw Rate: $ 60.48**

Roles/ Responsibilities

1. Coordinates all activities related to project construction
2. Directs and supervises construction administrative operations and personnel
3. Overseas construction inspectors
4. Reviews construction group policies and procedures
5. Reviews and recommends all change orders and allowance account charges
6. Prepares and reviews monthly and weekly construction status reports
7. Monitors documentation of completed construction work
8. Prepares and reviews all contractors' payment request, reports, shop drawings, schedules, cost estimates, claims and change orders
9. Updates program's construction database
10. Reviews and coordinates "Health and Safety Plan" implementation
11. Coordinates and resolves stakeholders issues
12. Attends substantial and final inspections

Report to: Construction Program Manager

Hourly Raw Rate Range: $40.00 - $65.00

Scheduler/Database Manager

Name: Jacqueline Caro-Szutar **Hourly Raw Rate: $ 48.31**

Roles/ Responsibilities

1. Prepares, maintains and refines program master schedule (Baseline and updates)
2. Updates Program Master Schedule regularly to monitor and track program's performance
3. Requires and provides monthly and quarterly reports
4. Prepares and provides schedule reports as requested

Report to: Program Controls Manager

Hourly Raw Rate Range: $40.00 - $60.00

Cost Estimator

Name: William Bachman **Hourly Raw Rate: $62.89**

Roles/ Responsibilities

1. Responsible for establishing standards and guidelines for cost estimating
2. Prepares opinion of probable cost for construction work
3. QA/QCs Design Consultants' (30%, 60%, 90%, 100%) and contractors' schedule of values and cost estimates
4. Reviews claims and / or change orders
5. Creates and maintains program cost database
6. Provides input to Program total cost updates

Report to: Program Controls Manager

Hourly Raw Rate Range: $60.00 - $80.00

Information Technology Supervisor

Name: TBD **Hourly Raw Rate: $70.00**

Roles/ Responsibilities

1. Responsible for the design and implementation of program's "Integrated Program Management Control System" (IPCMS)
2. Responsible for the design, development and ,maintenance of the program's database
3. Responsible for the design and maintenance of the Program's Sharepoint Site.
4. Manages and administers data processing operations and system development
5. Integrates MDWASD's systems such as, PCTS (Proliance), EAMS, Primavera and GIS
6. Integrates County GIS, County CIP Projects, PWWM and FDOT moratoriums, municipal projects, and other projects into a GIS database for tracking.
7. Analyzes and revises existing system logic and documentation as necessary
8. Develops or modifies procedures to solve complex problems with regards to system capabilities
9. Responsible for information technology's system functioning
10.

Report to: Program Controls Manager

Hourly Raw Rate Range: $60.00 - $80.00

Health & Safety Officer

Name: Anthony Miller **Hourly Raw Rate: $ 70.67**

Roles/ Responsibilities

1. Coordinates "Health and Safety" issues with MDWASD's "Health and Safety Section"
2. Develops the Programs Health and Safety Manuals
3. Reviews general safety policies and procedures to be followed in the program, in compliance with local, state and federal OSHA
4. Reviews and coordinates a program safety awareness program
5. Assist regulatory and compliance inspections

Report to: Construction Program Manager

Hourly Raw Rate Range: $55.00 - $75.00

Permitting/Municipality Coordinator

Name: Michelle Pearcy **Hourly Raw Rate: $71.03**

Roles/ Responsibilities

1. Provides assistance to MDWASD and design consultants during the permitting phase of the projects
2. Responsible for formally transmitting and receiving permits to and from the respective agency
3. Tracks and monitors progress on the preparation and review of permits
4. Coordinates and attends meetings with design consultants as needed to expedite reviews and/or responses
5. Develops, updates and maintains program permitting database
6. Provides monthly updates on permitting status
7. Expedites and processes permits as required

Report to: Design Management Lead

Hourly Raw Rate Range: $60.00 - $80.00

Engineer – Technical Support

Name: Alfredo Olivares — **Hourly Raw Rate: $ 31.00**

Name: Igor Villalobos — **Hourly Raw Rate: $ 22.66**

Name: Rodney Devera — **Hourly Raw Rate: $ 38.50**

Roles/ Responsibilities

1. Performs inspections and site visits
2. Performs wet well measurements, pump stations layout and elevations when needed
3. Inputs data information into database and various project controls support
4. Performs calculations under the supervision of a professional engineer
5. Prepares field logs
6. Prepares draft minutes and agendas
7. Prepares draft engineering reports
8. Prepares figures and sketches using GIS and/or auto CAD
9. Documents visits with videos and photographs
10. Extract/Compile data from MDWASD's system as needed

Report to: Design Management Lead

Hourly Raw Rate Range: $35.00 - $50.00

Information Technology / Technical Support

Name: Michael Pinkston **Hourly Raw Rate: $71.34**

Name: Randy Carbone **Hourly Raw Rate: $74.88**

Roles/ Responsibilities

1. Assist information technology supervisor
2. Updates and inputs information in the program's "IPCMS"
3. Troubleshoot and coordinate system updates
4. Monitors and resolves systems' trouble shooting
5. Responsible for performing analytical, technical and administrative work in the planning, design and intellectual of new system

Report to: Program Controls Manager

Hourly Raw Rate Range: $55.00 - $75.00

Construction Inspectors

Name: TBD

Hourly Raw Rate: $30.00

Roles/ Responsibilities

1. Plans and coordinates field inspection activities and reviews the work to coordinate compliance with projects specifications
2. Checks contractors' material certifications and samples
3. Performs shop inspections of contractor-furnished equipment and materials
4. Coordinates "Health and Safety Plan" with contractors
5. Uses survey instruments, metering devices and test equipment to perform inspections
6. Keeps inspections daily logs, including photographs and videos taken during inspections
7. Updates construction database
8. Updates customer issues resolutions database
9. Attends facility start-ups and substantial and final inspections.

Report to: Construction Management Lead

Hourly Raw Rate Range: $25.00 - $45.00

Document Control Supervisor

Name: Mary Roberts **Hourly Raw Rate: $30.00**

Roles/ Responsibilities

1. Responsible for the program's database control system (Electronic and hard copy)
2. Provides design consultants monthly status reports
3. Reviews, tracks, dates, stamps, files and distributes all incoming documents and copies, tracks and dates outgoing documents, including reports, budgets, schedules, mail, faxes, hand deliveries and emails.
4. Establishes a PC based integrated Document Management System
5. Logs all documents relating to design and construction activities
6. Logs in and files all program's videos and photography
7. Retrieves documents as requested
8. Maintains an electronic and hard copy Document Control System
9. Maintains Program's Library

Report to: Program Controls Manager

Hourly Raw Rate Range: $30.00 - $50.00

Document Control – Assistant 1

Name: TBD

Hourly Raw Rate: $25.00

Roles/ Responsibilities

1. Inputs document information into programs database
2. Reviews, tracks, dates, stamps, files and distributes all incoming documents and copies, tracks and dates outgoing documents, including reports, budgets, schedules, mails, faxes, hand deliveries and emails
3. Provides copies of filled documents as requested
4. Logs all documents relating to Design and Construction activities
5. Logs in and files all Program's videos and photographs
6. Retrieves documents as required
7. Assist the document control supervisor as required

Report to: Document Control Supervisor

Hourly Raw Rate Range: $20.00 - $35.00

Invoice Processor / Admin Support

Name: TBD **Hourly Raw Rate: $28.00**

Roles/ Responsibilities

1. Reviews and process WWTP Designer and WCTS Designer Invoices
2. Review and process WWTP and WCTS Contractor Pay Applications
3. Reviews the original documents and contracts to process the payment estimates
4. Works directly with MDWASD's "Contract Office" and "Construction Compliance CM Office"
5. Reviews test and laboratories invoices
6. Manages the change orders to be applied in the projects
7. Track status payment applications for contractors
8. Prepares final payments according with checklist of final payment
9. Initiates the process for progress estimate payments for all contracts
10. Coordinates updates to project controls for payments made to designers and/or contractors
11. Prepares reports in PCTS for Project Managers
12. Updates the schedule of value, contract, contingency and additional invoices for payments
13. Responsible for the transmission of all documentation required for insurance policies for contracts
14. Responsible for coordinating meetings, submittals, minutes, agendas and disseminating project and meeting information to participants.

Report to: Program Controls Manager

Hourly Raw Rate Range: $20.00 - $35.00

Public Outreach Assistant

Name: Natalie French **Hourly Raw Rate: $45.00**

Roles/ Responsibilities

1. Updates and maintains Program Development Database
2. Prepares monthly status report for MDWASD
3. Prepares final delivery documents for public meetings
4. Coordinates conflict verification of ongoing and future roadway construction projects by other agencies such as, municipalities, County, FDOT, and other ongoing/planned projects
5. Assist Development Coordinator as Required

Report to: Public Outreach / Development Coordinator

Hourly Raw Rate Range: $30.00 - $50.00

Workforce Development Manager

Name: Marsha Jackman **Hourly Raw Rate: $85.00**

Roles/ Responsibilities

1. Provides coordination management of the Local Business and Workforce Programs.
2. Serves as liaison for AECOM/WASD and the local business and local workforce Community.
3. Responsible for monitoring and mentoring the general activities for the County's Business Development and Community Workforce Programs making sure that all parties involved adhere to the County's program mission.
4. Develops programs to increase and enhance local participation.
5. Responsible for compiling metrics and reporting documents to the programs that include utilization reports and payment related.
6. Responsible for the implementation of the AECOM/BAC Funding Corp Revolving Loan Program.
7. Responsible for the implementation of the Small Business Assistance Program.
8. Works closely with the Construction Management Team to serve as a resource for subcontractor opportunities.
9. Coordinates and facilitates workshops and workforce recruitment fairs.
10. Monitors payment process to ensure prompt payment to small businesses in accordance with Miami-Dade County ordinance.
11. Creates and Monitors the Mediation and Dispute Resolution Process.
12. Coordinates Workforce Plan and Designated Target Areas.
13. Creates clearinghouse process for potential skills, abilities and skill sets needed to develop community workforce.

Report to: Program Director, Program Manager

Hourly Raw Rate Range: $70.00 - $90.00

Business/Workforce Assistant

Name: Regina Sandilands **Hourly Raw Rate: $45.00**

Roles/ Responsibilities

1. Assists the Manager with the development of programs and projects to ensure that companies are in compliance with Miami-Dade County's Small Business Development Workforce and Responsible Wage Programs.

2. Monitors and administers CBE, CSBE participation on WASD Consent decree procurements, validate deficiencies and makes appropriate recommendations for corrective actions as required.

3. Manages Business/Workforce Programs, conducts Business and Workforce relating training, information sessions and awareness programs for outside vendors.

4. Works with WASD staff to assist in the training and understanding of Small Business and Workforce policies and procedures and collaborates with internal users on various projects.

5. Review Contractor's monthly payments and prepares a monthly report to Manager to ensure and verify actual payments made to CBEs and/or CSBEs performing on the contract.

6. Attends progress meetings, job site meetings, participates in change order meetings, pre bid/pre proposal conferences and monitors on site performance of Small Business Contractors.

7. Reviews solicitation for potential CBEs and CSBE contracting opportunities and recommends Small Business participation goals.

8. Monitors licenses and certifications of CBEs and CSBEs to ensure compliance.

9. Prepares report of CBEs and CSBE awards, commitments and payments received as required.

10. Prepares monthly utilization report for distribution to Program Manager and WASD Management.

11. Assist in AECOM/BAC Revolving Loan Program

12. Assist in establishing local Workforce Development Guidelines

13. Assist in the coordination of Workforce Partners

14. Assist in the establishment of Designated Target Areas

15. Monitors Certified Payroll Process.

Hourly Raw Rate Range: $30.00 - $50.00

EXHIBIT "D"

AFFIDAVIT

I, _____, being first duly sworn, state:

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's project(s) related to the Program and Construction Management Services related to the Wastewater Systems Priority Project ("Project").
2. I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (WASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to WASD.
5. Neither I nor any of my immediate family (spouse, parents, children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to MDWASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

_____
Date

_____
Name of Affiant

_____
Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by , who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

_____
Notary Public

_____ _____
Print Name Serial Number

TO BE COMPLETED UPON AWARD

ATTACHMENT E

Appendix "A" (1)

CONTRRACT E12-PWWM-01 Fee Schedule Category 15.01 (2013-2016 Fees)

General Land and Engineering Surveying (Non Airport)

1	Survey Crew (Party of Four)	$1,523.83	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,267.71	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,011.60	per 8-hour day in job site
4	Draftsperson	$85.73	per hour
5	Surveyor -Computer	$96.44	per hour
6	Principal-Surveyor	$159.00	per hour

Global Positioning Surveying (GPS) (Non Airport)

1	Survey Crew (Party of Four)	$1,864.60	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,608.49	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,467.04	per 8-hour day in job site

Appendix "A" (1)

CONTRRACT E12-PWWM-01 Fee Schedule Category 15.01 (2013-2016 Fees)

	General Land and Engineering Surveying (Airport)		
1	Survey Crew (Party of Four)	$1,752.08	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,457.87	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,163.34	per 8-hour day in job site
	Global Positioning Surveying (GPS) (Airport)		
1	Survey Crew (Party of Four)	$2,144.30	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,849.78	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,687.09	per 8-hour day in job site

For Survey Crews, a minimum of four hours shall be paid in cases of cancellation due to inclement weather or other reasons after the crew has reported to the site.

Exhibit "F"
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: PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEM PRIORITY PROJECTS
PROJECT NUMBER: E3-WASD-01R

Before me the undersigned authority appeared Mark Blanchard (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 2/24/14

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this day of February 24 20 14,

by Mark S. Blanchard,
(Authorized Representative)

of Aecom Technical Services, Inc.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Kimberly Windloss-Sisler
(Print Name)

Notary Stamp or Seal:

KIMBERLY WINDLOSS-SISLER
Notary Public - State of Florida
My Comm. Expires Aug 3, 2017
Commission # FF 025307

Notary Commission Number: FF 025307
My Commission Expires: Aug 3, 2017

ATTACHMENT G

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

is report is required by Metropolitan Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of y payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to slead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A

REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM:		PROJECT LOCATION		NTP DATE	
TO:		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER	PHONE		FACSIMILE

AMOUNT REQUISITIONED THIS PERIOD		AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD		AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	

PRIME CONTRACTOR		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT AMOUNT		
NAME OF FIRM					
ADDRESS		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE	FACSIMILE	PROJECT MANAGER (PRIME CONTR.)			

B

SUBCONSULTANTS

NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	ACTUAL STARTING DATE	SCHEDULED COMPLETION DATE

AUTHORIZED SIGNATURE OF PRIME CONTRACTOR | PRINT NAME | TITLE | DATE

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

1 of 2

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

ARCHITECTURE & ENGINEERING UTILIZATION REPORT – FINAL ONLY

PART 2 This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 This part is to be executed by the Prime Consultant and forwarded to the User Department.

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____

Sworn before me:

This _____ day of _____ , 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department and forwarded with Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJECT MANAGER _____ PRINT NAME _____ DATE _____

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

Attachment H

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 AECOM Technical Services FEIN # 952666 1922

Project/Contract Number E13WASDOIR

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

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	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

☑ 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

Mark Blanchard
Print Name

Vice President
Print Title

2/24/14
Date

ATTACHMENT H

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 2/24 | Contractor in Compliance ☐

EXHIBIT "I"

Miami-Dade County

Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

AECOM Technical Services, Inc.

Federal Employer Identification Number (FEIN): 952616 1922

Contract Title: Program and Construction Management Services Related to the wastewater system Priority Projects

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

The following certifications pertain to Architectural/Engineering Services:

11.	***Required Listing of Subcontractors and Suppliers on County Contracts Certification*** Section 10-34 of the County Code	12.	***Fair Subcontracting Policies Certification*** Section 2-8.8 of the County Code
13.	***False Claims Ordinance*** County Ordinance No. 99-152		

Mark Blanchard — Printed Name of Affiant

Vice President — Printed Title of Affiant

Signature of Affiant

AECOM Technical Services, Inc. — Name of Firm

2/24/14 — Date

800 Douglas Entrance, Suite 200 — Address of Firm

FL — State

33134 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 24 day of February 20 14

by Mark S. Blanchard He or she is personally known to me ☐ or has produced identification ☐

Type of Identification produced

Signature of Notary Public

Kimberly Windloss-Sisler Aug 3, 2017

Print or Stamp of Notary Public Expiration Date

FF025307

Serial Number

KIMBERLY WINDLOSS-SISLER
Notary Public - State of Florida
My Comm. Expires Aug 3, 2017
Commission # FF 025307

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7/21/08 A&E

EXHIBIT "J"

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

It is the policy of AECOM to identify subcontracting opportunities for small business, including those with such designations as socially and economically small business, women-owned small business, minority-owned small businesses, HUB Zone small businesses, veteran-owned small business, service-disabled-veteran-owned businesses, historically black colleges and universities, and minority institutions.

AECOM's commitment to such small businesses includes providing maximum practicable opportunities to participate in the performance of governmental work on federal, state, county, municipal, and other levels issued under any prime contract or subcontract managed by AECOM which is consistent with efficient and economic performance for AECOM's clients.

To this end, AECOM procedures all for notification of the broadest number of local subcontractors of opportunities to be awarded a subcontract; invitation of local subcontractors to submit bids in a practical, expedient manner; provision to local subcontractors of access to information necessary to prepare and formulate a subcontracting bid; allowance of local subcontractors to meet with appropriate AECOM representative(S) to discuss applicable requirements; and award of subcontracts based upon full and complete consideration of all submitted proposals in accordance with stated objectives.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: Vice President Date: 2/24/14

Proposer's Name: Mark Blanchard

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