Memorandum

MIAMI-DADE COUNTY

Date: July 15, 2014

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

Agenda Item No. 8(O)(4)

From: Carlos A. Gimenez
Mayor

Consent Decree

Subject: Resolution approving the recommendation to award a non-exclusive Professional Services Agreement for Geographic Information Systems Utility Backlog Services to Woolpert, Inc. with a total compensation amount of $9,900,000.00, and a total contract term of four (4) years with one (1) two-year option to renew; Project No: E13-WASD-07; Contract No: 14WPI001 - Consent Decree Project

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Professional Services Agreement Project No. E13-WASD-07; Agreement No. 14WPI001 to Woolpert, Inc. for Geographic Information Systems Utility Backlog Services with a total compensation amount of $9,900,000.00 and a total contract term of four (4) years with one (1) two-year option-to-renew.

The scope of work in this professional service agreement for this award recommendation to Woolpert, Inc. will assist the Miami-Dade Water and Sewer Department (WASD) meet a deadline stipulated in the newly approved Consent Decree which was approved by the US District Court for the Southern District of Florida on April 9, 2014 in Case No. 1:12-cv-24400-FAM. The new Consent Decree replaced and superseded the two (2) existing consent decrees (the First Partial Consent Decree and the Second and Final Partial Consent Decree) issued in the 1990's.

According to the deadline specified in the new Consent Decree, by June 6, 2017, WASD must have completed 1) entering its outstanding backlog (currently measured at 1,800 projects) of system betterment and donation projects consisting of pipeline, manholes, valves and other assets into WASD's Geographic Information System database, and 2) resolving over 2,000 notifications which are generated when the field provides a notification showing inconsistencies between what is documented in the Geographic Information System database and what field crews locate underground in the field.

Scope

PROJECT NAME: Geographic Information Systems Utility Backlog

PROJECT NO: E13-WASD-07

PROJECT DESCRIPTION: WASD's Geographic Information System is one of the key enterprise systems used on a daily basis by WASD and other County departments for, among other things, proper planning, locating water and sewer assets, performing maintenance activities, and ensuring regulatory compliance. Over 740,000 records are tracked in the Geographic Information System database. The Geographic Information System database is integrated with other systems such as the Enterprise Asset Management System, the Proliance Project Control and Tracking System, and the Oracle Customer Care & Billing System. In order for WASD's Geographic Information System database to provide current and accurate information, additional skilled manpower is required to update the database and its related applications with WASD's water and sewer facilities.

WASD is seeking assistance from the Consultant 1) to input the documented outstanding backlog of system betterment projects constructed by WASD and donation projects conveyed or donated to WASD, and 2) to research and correct discrepancies in the Geographic Information System database by the deadline stipulated in the Consent Decree, June 6, 2017. This type of work requires specialized and qualified engineering personnel with the training and experience to evaluate and interpret information related to engineering drawings. They must also have the ability to research data, as well as enter, manipulate, edit, and update information into WASD's Geographic Information System database.

The Consultant shall work closely with WASD to provide skilled manpower and monthly reports documenting progress, pending items, issues, and problem resolution. Responsibilities will include: interpreting as-builts, survey field logs, sewer TV inspection videos, donation plans and other documents used to accurately update the Geographic Information System database with utility location and asset properties; using WASD systems to research and resolve data inconsistencies in the Geographic Information System database, which may include Dade On-Line Facilities Information Network, Proliance Project Control and Tracking System, Oracle Customer Care & Billing, Developer System InfoBase, and the Engineering database.

PROJECT LOCATION: Work is county-wide.

PROJECT NUMBER: E13-WASD-07

DEPARTMENT: Water and Sewer

Fiscal Impact / Funding Source

FUNDING SOURCES: Operating Revenue Funds

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

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)	Not Applicable
NOTICE TO PROFESSIONAL CONSULTANTS DOWNLOADED:	117
PROPOSALS RECEIVED:	2
TOTAL CONTRACT PERIOD:	The contract term is for four (4) years with one (1) two (2) year option-to-renew. The County Mayor or the Mayor's designee has the authority to extend the Professional Services Agreement. 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:	$9,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$900,000.00	

TOTAL AMOUNT:	$9,900,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None 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. There were no adverse findings relating to Consultant responsibility. This information is being provided pursuant to Resolution R-187-12.

At this time, the Internal Services Department's CIIS database does not contain any evaluations for Woolpert, Inc.

BACKGROUND:

On December 13, 2013, a Notice to Professional Consultants was issued under full and open competition. On January 8, 2014, the Clerk of the Board received two (2) proposals. In accordance with Section 3.3 of the Notice to Professional Consultants, the County must conduct a market analysis or extend the proposal submittal deadline date if the County receives fewer than three (3) proposals to determine if there is availability or any interest from other firms to provide the required services. The deadline date was extended to February 4, 2014. No additional firms submitted proposals.

First-Tier

At the First Tier: "Evaluation of Qualifications" meeting held on April 11, 2014, 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 May 12, 2014. The Competitive Selection Committee evaluated and ranked Woolpert, Inc., as the highest ranking firm. The Competitive Selection Committee recommended negotiation of the contract with Woolpert, Inc.

Firm	Total Qualitative Scores	Total Ordinal Scores	Ordinal Ranking
Woolpert, Inc.	470	7	1
Atkins North America, Inc.	458	8	2

On May 23, 2014, the Negotiation Committee met with Woolpert, Inc. and concluded the negotiations meeting. Based on the facts above, it is recommended that the Board award the contract to Woolpert, Inc.

SUBMITTAL DATE: 2/4/2014

ESTIMATED NOTICE TO PROCEED: 9/1/2014

PRIME CONSULTANT: Woolpert, Inc.

COMPANY PRINCIPAL:	Scott Cattran
COMPANY QUALIFIERS:	Scott Cattran
COMPANY EMAIL ADDRESS:	John.cestnick@woolpert.com
COMPANY STREET ADDRESS:	10900 N.W. 25 Street, Suite 100
COMPANY CITY-STATE-ZIP:	Miami, FL 33172
YEARS IN BUSINESS:	103
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, Woolpert, Inc. has been awarded five (5) contracts with Miami-Dade County with a total contract value of $1,955,535.10.
SUBCONSULTANTS:	300 Engineering Group, P.A.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes The Prime Consultant and Subconsultants must have proven experience including: 1. Use of ESRI ArcGIS 10 – Geographic Information Systems. 2. Five (5) years of minimum experience with WASD water and wastewater and utility GIS maintenance projects. 3. Use of GIS data maintenance using ArcSDE water and wastewater geometric networks. 4. Knowledge of WASD's water and wastewater specifications and procedures. Prime Consultants must also demonstrate experience in the following: 1. Infor EAM - Asset Management System.
REVIEW COMMITTEE:	**MEETING DATE:** 10/11/2014 **SIGNOFF DATE:** 10/24/2014
APPLICABLE WAGES: (RESOLUTION No. R-54-10)	Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE
CBE	20.00%	$1,980,000.00

MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Patty David	786-552-8040	pattyd@miamidade.gov
PROGRAM DIRECTOR NAME / PHONE / EMAIL:	Jose Lopez	786-552-8334	JLL@miamidade.gov

BUDGET APPROVAL FUNDS AVAILABLE:	OMB DIRECTOR	6/11/14 DATE
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	6/4/14 DATE
	DEPUTY MAYOR	6/10/14 DATE
CLERK DATE	DATE	

MEMORANDUM

(Revised)

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

DATE: July 15, 2014

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

SUBJECT: Agenda Item No. 8(O)(4)

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)(4)
7-15-14

RESOLUTION NO. _____

RESOLUTION APPROVING A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND WOOLPERT, INC. IN THE AMOUNT OF $9,900,000.00, WITH A TOTAL CONTRACT TERM OF FOUR YEARS WITH A ONE TWO-YEAR OPTION TO RENEW FOR GEOGRAPHIC INFORMATION UTILITY BACKLOG SERVICES FOR CONSENT DECREE PROJECTS; PROJECT NO. E13-WASD-07, CONTRACT NO. 14WPI001; AND AUTHORIZING THE COUNTY MAYOR OR 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 Woolpert, Inc. for Geographic Information Systems Utility Backlog Services in the amount of $9,900,000.00, Project No. E13-WASD-07, Contract No. 14WPI001; in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or Mayor's designee to execute the same for and on behalf of Miami-Dade County, Florida.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

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

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of July, 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. SED

Sarah E. Davis

WOOLPERT

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: ENGINEERING SERVICES FOR GEOGRAPHIC INFORMATION SYSTEM UTILITY BACKLOG REQUIRED FOR CONSENT DECREE

Received Date: 10/11/2013

Project/Contract No: E13-WASD-07

Funding Source: OPERATING REVENUES

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $9,000,000.00

Resubmittal Date(s):

Description of Project/Bid: To establish a professional services agreement (PSA) to assist WASD in completing backlog of documentation and system betterment projects and to research and correct reported problems in the Geographic Information System (GIS). This type of work requires specialized and qualified engineering personnel with the required training and experience to evaluate and interpret information related to engineering drawing, perform research, and be able to enter, manipulate, edit, and update WASD's GIS Geodatabase.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	20.00%

Reasons for Recommendation

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

WASD made a recommendation of a 15% CBE Goal; based on CBE availability responses, SBD increased goal recommendation to a 20% CBE Goal.

SIC 871 - Architectural and Engineering Services

Technical Category: 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0602-W & S Sewer Sys-Major Water & Sewer Pumping Facili; 0603-W & S Sewer Sys-W & S Sewage Treatment Plant

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	$1,350,000.00	15.00%	
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT	CBE	$180,000.00	2.00%	
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACILI	CBE	$270,000.00	3.00%	
	Total	$1,800,000.00	20.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

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

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

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

CWP _____

V. Clark — SBD Director — 10/24/13 Date

DBDR0090 v.20130116

MIAMI DADE COUNTY

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 05/20/2009 **To:** 05/20/2014

FIRM NAME: WOOLPERT, INC.
4454 Idea Center Blvd
Dayton, OH 45430-0000

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
E09-PW-01	43	PW	NO MEASURE	03/02/2010	$555,555.55
MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES (SIC 871)					
					$555,555.55
E12-SEA-02	1	SP	GOAL CBE 20%	06/04/2013	$999,979.55
GEOGRAPHIC INFORMATION SYSTEM SERVICES					
					$999,979.55
E12-PWWM-01	33	PW	NO MEASURE	06/04/2013	$0.00
MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES (SIC 871)					
					$0.00
EDP-PE-S-DE-002-DERM	1	PE	NO MEASURE	02/03/2014	$200,000.00
FOG CHARACTERIZATION & CONTROL DEVICE DESIGN					
					$200,000.00
EDP-WS-S-199	1	WS	NO MEASURE	02/27/2014	$200,000.00
PIPELINE IMPROVEMENTS					
					$200,000.00

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

DBDR0212_E

Friday, May 23, 2014

Ver: 1

MIAMI DADE COUNTY

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 05/20/2009 To: 05/20/2014

FIRM NAME: WOOLPERT, INC.
4454 Idea Center Blvd
Dayton, OH 45430-0000

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount		$1,955,535.10
			Total Change Orders Approved by BCC		$0.00

12

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

SECOND-TIER MEETING

GEOGRAPHIC INFORMATION SYSTEMS UTILITY BACKLOG
ISD PROJECT NO. E13-WASD-07

TABULATION SHEET

	NAME OF FIRM(S)	COMMITTEE MEMBERS: Jose L. Lopez, WASD	Maurice Jenkins, Aviation	Martha Guerra, ITD	Kerrith Fiddler, City of North Miami	Adriana Castro, City of Miami Beach	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL	QUALITATIVE RANK	Local Preference Ranking	ORDINAL SCORE	FINAL RANK
1	WOOLPERT, INC.														
		1	2	1	2	1									
	1B - Knowledge of Project Scope	49	47	49	45	50	240	48	32	64					
	2B - Qualifications of Team Members Assigned to the Project	40	36	39	30	39	184	37	25	49					
	3B - Ability to provide required services within schedule and budget	9	8	9	10	10	46	9	6	12	470	1	N/A	7	1
		98	91	97	85	99									
		1	2	1	2	1									
2	ATKINS NORTH AMERICA, INC.														
		2	1	2	1	2									
	1B - Knowledge of Project Scope	43	49	46	45	48	231	46	31	61					
	2B - Qualifications of Team Members Assigned to the Project	30	37	37	40	40	184	37	25	49					
	3B - Ability to Provide Required Services within Schedule and Budget	7	9	8	10	9	43	9	6	11	458	2	N/A	8	2
		80	95	91	95	97									
		2	1	2	1	2									

Amelia M. Córdova-Jiménez, ISD Chairperson

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MEMORANDUM

MIAMI-DADE COUNTY

DATE: April 16, 2014

TO: Miriam Singer, Assistant Director
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project No. E13-WASD-07
Engineering Services for Geographic Information System Utility Backlog

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Small Business Development (SBD), a Division of the Internal Services Department, 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 20% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Woolpert, Inc. #1 and Atkins North America, Inc. #2, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. Woolpert, Inc. #1 — Compliant
2. Atkins North America, Inc. #2 — Compliant

SUMMARY:

Woolpert, Inc. #1 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firm 300 Engineering Group, P.A. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, and W & S Sewer Systems-W & S Sewage Treatment Plant at 20%. Woolpert, Inc. is in compliance with the requirements of the CBE-A/E program.

Atkins North America, Inc. #2 , submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms Premiere Design Solutions, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and W & S Sewer Systems-Major Water & Sewer Pumping Facilities at 18% and Chen Moore and Associates to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, and W & S Sewer Systems-W & S Sewage Treatment Plant at 3%. Atkins North America, Inc. is in compliance with the requirements of the CBE-A/E program.

SBD have verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of April 1, 2014. Additionally, a review of the History of Violations Report as of April 11, 2014 confirms that the aforementioned firms have no open violations.

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.

GH: vow

C: Amelia Cordova-Jimenez, PM-ISD
Traci Adams-Parish, SBD-ISD
File

Memorandum

MIAMI-DADE COUNTY

Date: May 15, 2014

To: Lester Sola, Director
Internal Services Department

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

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

Subject: NEGOTIATION AUTHORIZATION
Negotiations Authorization Memorandum
Miami-Dade Water and Sewer Department
Geographic Information Systems Backlog Utility
ISD Project No. E13-WASD-07

The Competitive Selection Committee (CSC) 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).

ISD Project No.: E13-WASD-07

Project Title: Geographic Information Systems (GIS) Backlog Utility

Scope of Services Summary: WASD is the primary provider of water and wastewater services to Miami-Dade County serving a population of almost 2.3 million. On May 21, 2013, the Board of County Commissioners 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). One of the items requires WASD to bring their backlog of over 1,700 GOS plans and more than 2,000 Active-As-Built Supplemental Information System (AASIS) tickets up to date within 3.5 years.

WASD's Geographic Information System (GIS) is one of the key enterprise systems used on a daily basis by WASD and other County departments for proper planning, locating assets, performing maintenance activities, ensuring regulatory compliance and many others. The GIS is integrated with enterprise systems such as the Enterprise Asset Management System (EAMS), Proliance Project Control and Tracking System (PCTS), Oracle Customer Care & Billing (CC&B) and other department al systems. Over 740,000 records are tracked in the utility GIS with special care to accuracy (positional and attribute). In order to provide accurate information additional skilled resources are required to use WASD's in-house GIS Atlas Maintenance System (GAMS) and related applications to complete the backlog.

WASD is seeking assistance from a firm to complete the documented outstanding backlog of donation (sewer and water pipelines and fire hydrants that are conveyed or donated to the Department), renewal and replacement projects, research and correct reported problems in the GIS to meet the deadline of June 6, 2017, as stipulated in the WASD Consent Decree. This

type of work requires specialized and qualified engineering personnel with the required training and experience to evaluate and interpret information related to engineering drawings, perform research, and to be able to enter, manipulate, edit and update, WASD's GIS Geodatabase.

The selected consultant shall work closely with WASD to provide skilled resources and monthly progress reports documenting progress, pending items, issues, and problem resolution. Resource responsibilities will include: interpreting as-builts, survey field logs. Sewer TV inspection videos, donation plans and other documents used to accurately update the GIS with utility location and asset properties; use WASD systems to research and resolve data inconsistencies in the GIS, which may include Dade On-Line Facilities (DSI), engineering database, and others; quality assure completed work prior to promoting production.

Experience and Qualifications:
The Prime and sub-consultants must demonstrate experience in the following:

a) ESRI ArcGIS 10 – Geographic Information Systems
b) GIS data maintenance using ArcSDE water and wastewater geometric networks
c) Knowledge of WASD's water and wastewater specification and procedures
d) A minimum of ten years experience with MDWASD water and wastewater projects

Prime consultants must also demonstrate experience in the following:

e) Infor EAM – Asset Management System

The expertise must be met by a qualified individual(s) of the Prime firm and its sub-consultants. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

Term of Contract: One qualified consultant will be retained with one non-exclusive Professional Services Agreement (PSA) with a maximum compensation of nine million, nine hundred thousand dollars ($9,900,000) for an effective term of four (4) years. No minimum amount of work or compensation is guaranteed under this agreement.

Community Business Enterprise Goal/Measure: On October 11, 2013, the Department of Regulatory and Economic Resources (RER) established a twenty percent (20%) Community Business Enterprise (CBE) goal be applied to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): November 26, 2014

Number of Proposals Received: The Clerk of the Board received two (2) proposals for ISD Project No. E13-WASD-07 on January 8, 2014. The proposals were not opened. Pursuant to Section 3.2, Selection Process, of the NTPC, "...in the event that the County receives fewer than three proposals, the County in its sole discretion may extend the proposal submittal deadline date, denoted in Section 1.8, Schedule, provided that proposal(s) have not been opened". Accordingly, the proposal deadline date was extended to February 4, 2014. No other firms submitted proposals as a result of the extension.

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

Non-Compliance: All respondents in compliance.
First Tier Results: See attached First-Tier Final Tabulation Sheet.

Second Tier Results: Based on the CSC's professional expertise and by a majority vote, the CSC short-listed the two (2) ranked respondents. Second-Tier oral presentations were required from each. See attached Second-Tier Tabulation Sheet.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating one non-exclusive PSA for this solicitation with the top ranked firm:

Jose Lopez, WASD
Alicia Grillo, WASD
Martha Guerra, ITD

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. See below:

SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A 20% CBE GOAL

Woolpert, Inc.
Qualitative Points - 470
Ordinal Score - 7
Final Ranking - 1

The following teams will serve as the alternates:

Atkins North America, Inc.
Qualitative Points – 458
Ordinal 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:

5/16/14

Approved Date Not Approved Date

Attachments:

1. List of Respondents
2. First Tier Final Tabulation Sheet
3. Second Tier Final Tabulation Sheet

c: Bill Johnson, Director, WASD
Clerk of the Board of County Commissioners

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: GEOGRAPHIC INFORMATION SYSTEMS UTILITY BACKLOG
ISD Project No.: E13-WASD-07
Measures: 20% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 02/04/2014

Submittal No: 1
Prime Name: WOOLPERT, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 201391406

Subs Name	Trade Name	Subs FEIN No.
a. 300 ENGINEERING GROUP, P.A.	RAFAEL J. BALLESTEROS, P.E., P.A. - OLD NAME	562612529

Submittal No: 2
Prime Name: ATKINS NORTH AMERICA, INC.
Trade Name: POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)
Prime Local Preference: Yes
FEIN No.: 590896138

Subs Name	Trade Name	Subs FEIN No.
a. CDM SMITH, INC.	CAMP DRESSER & MCKEE INC	042473650
b. CHEN MOORE AND ASSOCIATES	CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC	592739866
c. PREMIERE DESIGN SOLUTIONS, INC.		260571068

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

WOOLPERT, INC.

Filing Information

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Principal Address

4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Changed: 01/29/2009

Mailing Address

4454 IDEA CENTER BLVD.
ATTN: COLINDA SHIELDS
DAYTON, OH 45430

Changed: 09/12/2011

Registered Agent Name & Address

NRAI SERVICES, INC.
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 12/19/2008

Address Changed: 02/11/2011

Officer/Director Detail

Name & Address

Title PRESIDENT, DIRECTOR

FLANNERY, MICHAEL R
4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Title Treasurer, SVP

HEID, JOSHUA T
4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Title VP

CESTNICK, JOHN A
4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Title VP

SPEARMAN, WILLIAM E
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DAYTON, OH 45430

Title VP

PANDOLI, DAVID S
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Title VP

SCHMIDT, SCOTT
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DAYTON, OH 45430

Title Secretary, Director

GRODECKI, PAUL A
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Title DIRECTOR, CHAIRMAN

PHIPPS, STEPHEN P
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DAYTON, OH 45430

Title VP

AVELLANO, MICHAEL A.
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Title Director, VP

ZIEGMAN, DAVID J.
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Title Director

WALKER, HOLLIS A., Jr.

37 SWEETSPIRE DRIVE
ELGIN, SC 29045

Title VP

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Title VP

GODFREY, STEVEN B.
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Title VP

HAAS, THOMAS E.
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Title VP

HARDING, JACALYN W.
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DAYTON, OH 45430

Title VP, Director

HOBBS, LAYTON A.
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Title SVP

HOLBROOK, KENDALL F.
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Title SVP

IMWALLE, SHANE A.
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Title SVP

LOVIN, JEFFREY S.
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DAYTON, OH 45430

Title VP

MACKIE, THOMAS E.
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Title SVP

MOCHTY, THOMAS F.
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Title VP

MURPHY, THOMAS K.
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Title VP

PERRY, CHRISTOPHER C.
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Title SVP

PROSCH, BRIGITTE C.
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Title SVP

PRZYBYLA, JOHN M.
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Title SVP

RICKARD, DAVID S.
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Title VP

SCHRADER, MATTHEW H.

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DAYTON, OH 45430

Title SVP

STANOIKOVICH, MICHAEL J.
4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Title VP

BREUNIG, DENISE M.
4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Title VP

PETERSEN, JOHN A.
4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Title VP

NORTH, SCOTT V.
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DAYTON, OH 45430

Title VP

SCHMIDT, R. SCOTT
4454 IDEA CENTER BLVD.
DAYTON, OH 45430

Annual Reports

Report Year	Filed Date
2013	04/02/2013
2013	11/08/2013
2014	03/18/2014

Document Images

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

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 ENGINEER:

Name:	Woolpert, Inc.
FEIN:	20-1391406
Address:	10900 N.W. 25 Street, Suite 100 Miami, Florida 33172-1922
Phone Number:	305-418-9370
Fax Number:	305-418-9377
E-mail Address:	john.cestnick@woolpert.com

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

The COUNTY and the ENGINEER agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
WOOLPERT, INC.
AGREEMENT NUMBER 14WPI001
PROJECT NUMBER E13-WASD-07

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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 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and WOOLPERT, INC., a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER for Geographic Information Systems Utility Backlog required by the Consent Decree, hereinafter referred to as the "Project".

1. DEFINITIONS

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

AGREEMENT: This written AGREEMENT between the COUNTY and the ENGINEER, including the Appendices and Exhibits attached hereto and all amendments and task authorization(s) to proceed issued by the COUNTY hereunder.

AMENDMENT: A written modification to this AGREEMENT executed by the ENGINEER 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 County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and Charter referenced in this Contract are posted on the website www.miamidade.gov.

APPLICATION FOR PAYMENT: The ENGINEER invoice and associated documentation required for submittal to WASD to request payments due under the Contract in a format acceptable to WASD.

ARCHITECT/ENGINEER (A/E): The named entity on page one (1) of this AGREEMENT and synonymous with the ENGINEER and Consultant.

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 ($2,000,000.00) for the first tier CBE-A/E(s), four million five hundred thousand dollars ($4,500,000.00) for second tier CBE-A/E(s) in the case of architectural services, or six million dollars ($6,000,000.00) 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 between Miami-Dade County, the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection that requires the COUNTY to undertake a series of projects, operating and maintenance tasks, and monitoring activities of its wastewater system in order to reduce and prevent sanitary sewer overflows, which was approved in April 2014 by the United State District Court for the Southern District in Case No. 1:12 cv 24400 FAM.

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT: Contract administration, construction management and field inspections that will include but are not limited to: engineering and construction administration activities during the design, permitting and construction phases of the AGREEMENT; 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-builts drawings; utilizing WASD's project control system to track all documents and activities, interface with construction managers, and WASD 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 the Director's 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 the Director's designee remains with the COUNTY.

CONTRACT: Synonymous with the term "AGREEMENT". An AGREEMENT refers to the Professional Services AGREEMENT (PSA), inclusive of all

attachments, the contract documents, and its attachments and references, addenda, and modifications. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

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

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 Contract.

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 Contract within the limits of their respective authorization.

DAYS: Unless otherwise designated, days mean calendar days.

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

DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer 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 authorization to proceed for Additional Services under this AGREEMENT. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, inspectors, agents, project and document control personnel, administrative personnel, Information Technology personnel, 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.

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

DIRECTOR OR THE 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 Contract is duly executed by all parties and is legally binding and enforceable.

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

FIELD ORDER: A written order issued by the Director 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 Contract.

FORCE MAJEURE: Shall mean an act of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include, but not be limited to: strikes, lockouts, other industrial disturbance 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 ENGINEER and of the Work performed by the ENGINEER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the ENGINEER and included in the Section 27 in the Contract.

LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.

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

NOTICE OF TERMINATION: Written notice from Director to the ENGINEER to stop Work under the Contract 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 ENGINEER specifying the date on which the ENGINEER is to proceed with the Work and on which the Contract period begins.

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

PROFESSIONAL SERVICES: The Scope of Services to be provided by the ENGINEER includes, but is not limited to, services as delineated in Section 3, "Professional Services".

PROFESSIONAL SERVICES AGREEMENT (PSA): Synonymous with the terms "Contract" and "AGREEMENT."

PROJECT: Any discrete element or scope of Work necessary to achieve the successful completion of the Geographic Information System Utility Backlog Project related to the Consent Decree requirements.

PROJECT MANAGER: An individual designated by the ENGINEER to represent the ENGINEER during the completion of the Project.

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

PROJECT SCHEDULE: The schedule covering the entire scope and duration of the Project prepared in the critical path method (CPM) and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the ENGINEER 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, and indicates milestone event dates as required by the Contract.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the ENGINEER'S Proposal for this Contract, 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 Contract, and other related documents specified in the Contract, 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 and are incurred by the ENGINEER in the fulfillment of this AGREEMENT and which are to be compensated to the ENGINEER in addition to the Compensation for Services.

SCOPE OF SERVICES (PROFESSIONAL SERVICES): The Scope of Services to be provided by the ENGINEER includes, but is not limited to, services as delineated in Section 3, "Professional Services".

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 ENGINEER 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 the Director's designee, directing the ENGINEER to perform Work under this AGREEMENT, a specific allowance account or which directs the ENGINEER to perform a change in the Work that does not have a monetary impact.

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

2. COUNTY OBLIGATIONS AND TASK AUTHORIZATION TO PROCEED: The COUNTY agrees that WASD shall furnish to the ENGINEER any plans or other data reasonably available in the COUNTY files pertaining to the Work to be performed under this AGREEMENT. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy. The ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the Work undertaken pursuant to this AGREEMENT.

   The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed in a form similar to that shown in Attachment "A". No payment shall be made for the ENGINEER'S time or service in connection with the preparation of any such proposal. The Director or the Director's designee shall confer with the ENGINEER 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 authorizations, subject to the conditions of this AGREEMENT.

   The Director or the Director's designee shall issue written task authorization(s) to proceed to the ENGINEER for each section of the Work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding

that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease Work and submit an invoice for Work completed.

3. PROFESSIONAL SERVICES: Upon receipt of task authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written task authorization. The ENGINEER shall: input all documented outstanding backlog of donation projects (sewer and water pipelines and fire hydrants that are conveyed or donated to WASD); input all documented outstanding renewal and replacement projects; and research and correct reported problems in the Geographic Information System (GIS) to meet the deadline of June 6, 2017, as stipulated in the Consent Decree. This Work involves using the WASD-specific GIS Atlas Maintenance System (GAMS) to digitize each backlog project into the WASD GIS Utility Geodatabase. Key asset information such as material, diameter, as-built number, upstream and downstream manhole, etc. is required for each asset. This Work requires specialized and qualified engineering personnel with the required training and experience to evaluate and interpret information related to engineering drawings, perform research, and be able to enter, manipulate, edit, and update WASD's GIS Utility Geodatabase. All work is to be performed at the Douglas facility under the direction of the WASD Informational Technology/GIS staff.

   The ENGINEER shall work closely with WASD to provide skilled resources and monthly reports documenting progress, pending items, issues, and problem resolution. The ENGINEER will use GIS and related tools to update the WASD GIS infrastructure layers with completed projects using as-builts, field books, verified data correction requests and other departmental approved sources of record. Responsibilities of the ENGINEER include interpretation of source engineering drawings and using GAMS to digitize all aboveground and linear infrastructure into the WASD GIS Utility Geodatabase; use of multiple departmental tools to validate questionable source documentation; identification and documentation of discrepancies found in the WASD GIS infrastructure layers; correction of the WASD GIS infrastructure layers; performance of peer data review; posting of approved changes to the production WASD GIS Utility Geodatabase; use of push and synch process between GIS and WASD Enterprise Asset Management System (EAMS) to create new GIS assets in EAMS and to synchronize asset information changes between both systems; and addressing of various types of GIS error reports (GIS Orphan Valve, Duplicate Asset Number, etc.).

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE ENGINEER/ INDEPENDENT CONTRACTOR RELATIONSHIP: The ENGINEER 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 persons 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 ENGINEER'S sole direction, supervision and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the ENGINEER'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 ENGINEER 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 ENGINEER shall supply competent employees. The COUNTY may require the ENGINEER 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 wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task authorization. The ENGINEER shall not replace any employee in the team initially proposed by the ENGINEER without prior approval from the Director or the Director's designee. The ENGINEER 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 "B" to this AGREEMENT. All employees engaged in this Project will be required to submit the conflict of interest "Affidavit" attached hereto as Attachment "C".

5. ENGINEER'S RESPONSIBILITIES: In connection with the Professional Services to be rendered pursuant to this AGREEMENT, the ENGINEER 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 ensure completion of the Work within the term specified in the applicable task authorization to proceed.
   C. Comply with the federal, state and local laws or ordinances applicable to the Work.
   D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the Work.
   E. 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 task 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 ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any

necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER but shall be compensated for any Additional Services requested by the Director or the Director's designee.

H. 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.

I. All systems developed by the ENGINEER pursuant to this AGREEMENT shall become the property of the COUNTY.

J. 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 Consultant.

K. The COUNTY reserves the right to require background checks on ENGINEER'S staff working on sensitive WASD infrastructure information, especially Geographic Information System layers. WASD may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the ENGINEER responsible for the security of this data.

L. All ENGINEER'S staff wishing to gain access to work via the COUNTY 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.

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

N. The ENGINEER shall consider future impacts of sea level rise and climate change that may be addressed through design considerations.

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

6. TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the Work shall commence upon receipt of a written task authorization to proceed from the Director or the Director's designee subsequent to the execution of this AGREEMENT and shall be completed within the time stated in the task authorization to proceed.

7. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in the sum,

payment or compensation of any kind from the COUNTY beyond that set forth in this AGREEMENT nor shall the ENGINEER be entitled to direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of 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 ENGINEER is delayed in performing any obligation under this AGREEMENT due to a force majeure or inevitable accident or occurrence. The ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension.

8. 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.

9. CHANGE OF PRINCIPAL AND/OR SENIOR PROJECT MANAGER: Scott Cattan, and John Cestnick, PSM, shall be the Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

10. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all Work in progress using a format and procedure provided by 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 ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization approved by the Director or the Director's 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 ENGINEER'S employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the Work times a negotiated multiplier of 2.85 for Office Employees, 2.4 for the ENGINEER'S employees working in COUNTY offices and 2.1 for all Field Employees. Office Personnel shall mean personnel that are located in the home offices of the ENGINEER and/or Subconsultant(s), when such home offices provide office space. Field Personnel shall mean personnel that are performing duties in the field or outside of the home offices of the ENGINEER 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 ENGINEER 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 $190.00 per hour for the ENGINEER and Subconsultant(s). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not to exceed the following:

Project Manager/Engineer	$65.00
Developer	$55.00
Document Control	$27.00
GIS Supervisor	$23.00
GIS QA Specialist	$21.00
GIS Drafter II/Locator	$20.00

GIS Drafter 1 $17.00

The COUNTY has the right to verify the rates and multipliers used in this AGREEMENT through an audit. No escalation will be permitted.

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 or the Director's designee 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 of overtime). 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 Section10.A.1 does not apply.

3) Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the ENGINEER and its Subconsultant(s), and made a part hereof as Attachment "B" 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) The ENGINEER 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, customary computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, or clerical work. Nor shall the ENGINEER invoice for employee time not directly related to the Work 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 ENGINEER unless otherwise provided for herein or within a written task authorization. The ENGINEER 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 ENGINEER, payable to such Subconsultant(s).

6) The ENGINEER shall promptly make all payments to such Subconsultant(s) following receipt by the ENGINEER of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the ENGINEER 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 ENGINEER'S rates referenced above unless otherwise approved in advance by the Director.

7) The ENGINEER and its Subconsultant(s) shall be compensated at the flat rate of one hundred ten dollars ($110.00) 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 ENGINEER.

8) Not To Exceed: Under this compensation, the ENGINEER 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 COUNTY, a lump sum mutually agreed upon by the Director and the ENGINEER. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times 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 ENGINEER may be compensated on a direct reimbursement basis for certain Work related expenditures not covered by fees for engineering management services, provided such expenditures are reasonable and previously authorized by the Director or the Director's 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, software licenses 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 ENGINEER 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 ENGINEER'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such

expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by WASD, and the ENGINEER shall submit said records with their invoices.

3) Reimbursable expenses of the ENGINEER 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.
4) The ENGINEER shall be required to submit original receipts of all reimbursable expenses for task authorizations issued on a time and material basis and lump sum.
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 ENGINEER pursuant to this AGREEMENT shall not exceed nine million dollars ($9,000,000.00), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the ENGINEER after the nine million dollars ($9,000,000.00) 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 ten percent (10%) of the AGREEMENT maximum compensation limit which maximum contingency allowance amount shall be nine hundred thousand dollars ($900,000.00). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the ENGINEER. The task authorization must clearly identify, explain and justify the reason for the additional services. The ENGINEER shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Allowance Account remains the property of the COUNTY.

F. 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 COUNTY shall require the firm receiving the award to execute a truth-in-negotiation certificate as attached hereto as Attachment "D". The ENGINEER 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 ENGINEER'S payroll prior to issuing a task authorization to proceed.

G. 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 ENGINEER, mutually acceptable to COUNTY and ENGINEER, 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 ENGINEER, 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 ENGINEER is responsible to submit original 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 may return the entire invoice for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

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

1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing Work completed.
2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" (MUR) form in accordance with the Internal Services Department. Invoices shall not be considered valid without said form. The MUR shall indicate the amount of contract monies received and paid to the ENGINEER, including payments to Subconsultant(s). The MUR format is attached as Attachment "E". Invoices shall not be considered valid without said form.
3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized Work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 10 of this AGREEMENT.
4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee:

1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing Work completed.
2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Internal Services 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. SCHEDULE OF WORK: WASD shall have the sole right to determine on which units or sections of the Work the ENGINEER shall proceed and in what order. The written task authorization to proceed issued by the Director shall cover in detail the scope, time for completion, and compensation for the engineering services requested in connection with each unit or section of Work.

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

14. 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 ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this AGREEMENT. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

The ENGINEER shall be permitted to reproduce any copyrighted material described above after written approval from the COUNTY.

15. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION:
Under no circumstances shall the ENGINEER 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 ENGINEER 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 ENGINEER and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the ENGINEER or such parties has been approved or endorsed by the COUNTY.

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

17. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the ENGINEER related to this AGREEMENT at any reasonable time and during normal business hours during the performance of the Work included herein and for a period of five (5) years after final payment under this AGREEMENT. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this Section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

18. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as Subconsultant: 300 Engineering Group, P.A. The ENGINEER shall not subconsult, assign or transfer to others Work performed under this AGREEMENT without thirty (30)

days written notice to the Director or the Director's designee. The request must be approved by the Director or the Director's designee and after the Internal Services Department approves the additional Subconsultant(s). In addition, the ENGINEER shall not allow the Subconsultant to utilize, assign or transfer Work to others for Work performed under this AGREEMENT without the written consent of the Director or the Director's designee. When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the Work to be inserted in the pertinent documents or data. Nothing contained in this AGREEMENT shall create any contractual relationship between the COUNTY and the Subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of twenty percent (20%) on the total amount of compensation for engineering services authorized under this AGREEMENT. The ENGINEER shall be responsible to submit to the COUNTY a "Monthly Utilization Report" on or before the tenth (10th) working day following the preceding month or with the monthly invoice.

C. SUBCONSULTANTS – 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 ($100,000.00) 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 subconsultants using the Subconsultant/Supplier Listing form, attached hereto as Attachment "F". 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.

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

20. SOLICITATION: The ENGINEER warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the

ENGINEER or the ENGINEER'S Subconsultants, have been retained or employed to solicit or secure this AGREEMENT or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this AGREEMENT. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER'S Subconsultants, to accomplish the Work contemplated under the terms of this AGREEMENT. The COUNTY shall not pay the ENGINEER for any Work performed by COUNTY employees. For breach of violation of this warranty, the COUNTY has the right to annul this AGREEMENT without liability to the ENGINEER for any reason whatsoever.

21. WARRANTY: The Engineer warrants that the Services shall be performed in accordance with the customary standard of care.

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, as provided herein, in which event the COUNTY'S sole obligation to the ENGINEER shall be payment, in accordance with Section 10.D, "MAXIMUM COMPENSATION", for those units or sections of Work previously authorized. Such payment shall be determined on the basis of the hours or percentage of Work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

23. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of four (4) years after the date of execution of this AGREEMENT. The AGREEMENT has an option to extend, at the discretion of the County Mayor or designee, for one (1) two (2) year option to renew period so long as the maximum compensation set forth in Section 10.D has not been reached by the completion of the initial four (4) year 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 ENGINEER fails to comply with the provisions of this AGREEMENT, the Director may declare the ENGINEER in default by ten (10)

days prior written notification. The ENGINEER shall have seven (7) days from receipt of the Director's written notification of default to cure any such failure. If the default is not cured within seven (7) days, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. At the Director's discretion, the ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this AGREEMENT, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

25. CONSEQUENCE FOR NONPERFORMANCE: Should the ENGINEER fail to perform or default on this AGREEMENT, the ENGINEER 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, the ENGINEER'S aggregate liability under this AGREEMENT for damages resulting from the ENGINEER'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 ENGINEER shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this AGREEMENT.

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

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

This Section shall survive expiration or termination of this AGREEMENT.

27. INSURANCE: The ENGINEER, including Subconsultants, shall not commence any Work pursuant to this AGREEMENT until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY'S Risk Management Division of the Internal Services Department. The ENGINEER 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 one million dollars ($1,000,000.00) 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 ENGINEER 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..

The ENGINEER 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 ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 27.

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

28. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The ENGINEER 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 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 ENGINEER 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 ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this AGREEMENT one of the following with the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152:
   (a) A source of income statement;
   (b) A current certified financial statement; or
   (c) A copy of the ENGINEER'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; and
12) Resolution R-63-14 – Contractor Due Diligence Affidavit, Attachment "G".

B. Furthermore, the ENGINEER shall execute the attached Affirmation of Vendor Affidavits, attached hereto as Attachment "H":

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, Attachment "H";
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, Attachment "I";
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.

31. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this AGREEMENT or any provisions in a particular task authorization, all of the ENGINEER'S proprietary computer programs or software, developed by the ENGINEER outside of this AGREEMENT, shall remain the exclusive property of the ENGINEER and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable the COUNTY to use proprietary property, including but not limited, to computer programs or software.

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

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

The ENGINEER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; 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 ENGINEER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the ENGINEER shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The ENGINEER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

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 ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER'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 ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this 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 ENGINEER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and

B. The ENGINEER 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 ENGINEER, its officers, agents, employees, subcontractors and suppliers. The ENGINEER shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the ENGINEER in connection with the performance of this 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 ENGINEER 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 Board of County Commissioners (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 ENGINEER 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 ENGINEER and COUNTY in connection with this AGREEMENT. The scope of services performed by an IPSIG may include, but is 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 is not limited to, project design, establishment of bid specifications, bid submittals, activities of the ENGINEER, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to the ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER'S possession, custody or control which in the IPSIG's sole judgment pertain to performance of the 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. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY. The ENGINEER shall comply with the State of Florida Public Records Law, Section 119.0701, Florida Statutes, specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the ENGINEER upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the ENGINEER does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

37. 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 ENGINEER 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.

38. ETHICS COMMISSION: Questions regarding organizational conflicts of interest shall be submitted prior to the submittal date and addressed to the Miami-Dade Commission on Ethics by any bidder, proposer, contractor, or subcontractor regarding potential organizational conflicts pertaining to its own bid, or by the local government contracting officer regarding potential organizational conflicts pertaining to any bidder, proposer, contractor, or subcontractor. The Commission on Ethics shall evaluate the request based on standards established under the Federal Acquisition Regulation (FAR) at 48 CFR § 9.5 (2013) in order to determine if any possible organizational conflicts of interest exist. Determinations by the Commission on Ethics shall be deemed final. When a bidder, proposer, contractor, or subcontractor is found to have a conflict, the submittal presented by the conflicted party shall be rendered nonresponsive. Lobbyists must comply with the Miami-Dade County Code at Sections 2-11.1 (s) and (t) and all other relevant provisions under County and state law.

39. 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.

40. 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.

41. 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.

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

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

44. NON-EXCLUSIVITY: Notwithstanding any provision of this AGREEMENT, this AGREEMENT is nonexclusive, and the COUNTY is not precluded from retaining or utilizing any other ENGINEER to perform like services for WASD. The ENGINEER shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other ENGINEER to perform any such like services.

45. 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.

46. 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.

47. SECURITY RESTRICTIONS: Access to certain COUNTY property is restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to such COUNTY property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to COUNTY property. The photo identification badges and associated costs are not reimbursed. Prior to commencing Work at any COUNTY property, the ENGINEER 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 ENGINEER 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, arenas, 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, arenas, 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.

48. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or Subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this AGREEMENT or require the termination or cancellation of the Subconsultants' agreements. In addition, a violation by the ENGINEER and/or Subconsultants, or failure to comply with the Administrative Order 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.

49. 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.

50. 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.

51. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST: By executing this AGREEMENT through a duly authorized representative, the ENGINEER certifies that the ENGINEER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in Sections 287.135 and 215.473, Florida Statutes. The COUNTY shall have the right to terminate this AGREEMENT for default if the ENGINEER is found to have submitted a false certification or to have been, or is subsequently during the term of the AGREEMENT, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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]
Signature

Thomas Murphy, ~~Secretary~~ Vice President
Print Name

WOOLPERT, INC. (Corporate Seal) NONE

By: [signature]
Signature

Scott Cattran, Senior Vice President
Print Name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 3 day of June 2014, by Scott Cattran, as Sr. Vice President, and Thomas Murphy, as ~~Secretary~~, Vice President of Woolpert, 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.

[signature]
Notary Public

Maria Fernandez-Otero
Print Name

MARIA FERNANDEZ-OTERO
Notary Public - State of Florida
My Comm. Expires Jan 2, 2017
Commission # EE 862023
Bonded Through National Notary Assn.

Serial Number

Approved for Legal Sufficiency:

Sarah E Sabeth Davis 6/4/14
Assistant County Attorney

ATTACHMENTS

Attachment A	Sample Proposal for Engineering Services and Labor Expenses
Attachment B	Labor Rates/Table of Organization
Attachment C	Conflict of Interest Affidavit
Attachment D	Truth-In-Negotiation Certificate
Attachment E	Monthly Utilization Report
Attachment F	ISD Form #10 Subcontractor Payment Report
Attachment G	Contractor's Due Diligence Affidavit
Attachment H	Affirmation of Vendor Affidavits
Attachment I	ISD Form #7 Subcontracting/Supplier Listing
Attachment J	ISD Form #9 Fair Subcontracting Practices

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 5 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48529/mile (for use of personal vehicle)	
		Subtotal Direct Expense	$ -
Total Labor and Direct Expenses = $ -		$ - 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	$ -
		$ - 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

WOOLPERT
DESIGN | GEOSPATIAL | INFRASTRUCTURE

May 28, 2014

Amelia M. Córdova-Jiménez
A&E Consultant Selection Coordinator
Internal Services Department
111 NW 1 Street - Suite 1300 - Miami, Florida 33128-1909

SUBJECT: Project Number E13-WASD-07, Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below are true and accurate as of May 28, 2014.

2. Professional Services provided by ENGINEER personnel in various projects are listed below along with job title, classification, raw labor rate, and capped raw rate.

EMPLOYEE NAME	JOB TITLE	CLASSIFICATION	RAW LABOR RATE	CAPPED RAW RATE
Scott Cattran	Principle in Charge	Principle	$91.07	$110 (Flat Billing Rate)
John Cestnick, PSM	Project Manager	Project Manager	$51.62	$65
Dave Feuer, PMP	Project Director / GIS Subject Matter Expert	Project Manager	$56.73	$65
Gil Inouye, PE	Application Developer / Engineer	Engineer	$48.37	$65
Alberto Pisani, PE	Engineer	Engineer	$36.06	$65
Marta Balta	Onsite Conversion Technician	Drafter 2	$15.00	$20
Emilio Benemelis	Onsite Conversion Technician	Drafter 2	$15.00	$20
Amilcar Caballero	Onsite Conversion Technician	Drafter 2	$15.00	$20
Ariel Caraballo	Onsite Conversion Technician	GIS Supervisor	$17.00	$23
Manual Garcia	Onsite Conversion Technician	Drafter 2	$15.00	$20
Damian Felipe Llanes	Onsite Conversion Technician	Drafter 2	$15.00	$20

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305.418.9370 | WOOLPERT.COM

EMPLOYEE NAME	JOB TITLE	CLASSIFICATION	RAW LABOR RATE	CAPPED RAW RATE
Tania Medina	Onsite Conversion Technician	GIS QA Specialist	$16.00	$21
Grisel Parada	Onsite Conversion Technician	Drafter 2	$15.00	$20
Jarvis Perez Navarro	Onsite Conversion Technician	GIS QA Specialist	$16.00	$21
Enrique Sierra, Jr.	Onsite Conversion Technician	Drafter 2	$15.00	$20
Juliana Castillo	Application Developer	Developer	$39.19	$55
Steve Schwabe	EAM Subject Matter Expert	Developer	$50.02	$55
Jonas Svoboda	Geodatabase Designer / Application Developer	Developer	$39.99	$55
Kim Buckhannon	Reporting Support	Document Control	$21.00	$27
Mary Larson	Reporting Support	Document Control	$21.51	$27
Mary Lickert	Reporting Support	Document Control	$33.18	$27

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 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 the Internal Revenue Service.

Sincerely,
Woolpert, Inc.

John Cestnick
Project Manager, Senior Associate

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305.418.9370 | WOOLPERT.COM

May 28, 2014

Amelia M. Córdova-Jiménez
A&E Consultant Selection Coordinator
Internal Services Department
111 NW 1 Street - Suite 1300 - Miami, Florida 33128-1909

SUBJECT: Project Number E13-WASD-07, Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below are true and accurate as of May 28, 2014.

2. Professional Services provided by ENGINEER personnel in various projects are listed below along with job title, classification, raw labor rate, and capped raw rate.

EMPLOYEE NAME	JOB TITLE	CLASSIFICATION	RAW LABOR RATE	CAPPED RAW RATE
Franklin Torrealba, PE	Principle in Charge	Principle	$77	$110 (Flat Billing Rate)
Omar Herrera, EI	AASIS 300 Engineering PM	Project Manager	$24.04	$65
Rafael Ballesteros, PE	Engineering Support	Engineer	$65	$65
Larry Decker	Engineering Support	Engineer	$60	$65
Aracelis Urieta	Document Control / PCTS / Reporting	Document Control	$27	$27
Francisco Prieto	Onsite Conversion Technician	Drafter 2	$15	$20
Alberto Jassa	Onsite Conversion Technician	Drafter 2	$15	$20
Ivet Garcia	Onsite Conversion Technician	Drafter 2	$15	$20
Illana Mirabal	Onsite Conversion Technician	Drafter 2	$15	$20
Jhohan Garcia	Onsite Conversion Technician	Drafter 2	$15	$20

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 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 the Internal Revenue Service.

If there are any questions or additional information is required, please do not hesitate to contact us.

Sincerely,

300 Engineering Group, P.A.

Franklin A. Torrealba, PE
Director

cc: Leyda M. Hernandez/300
Aracelis Urieta / 300

ISD Project No. E13-WASD-07
Geographic Information Systems Utility Backlog

MIAMI-DADE COUNTY

Project Director, GIS Subject Matter Expert
David Feuer, PMP

Project Manager
John Cestnick, PSM

Principle In Charge
Scott Cattran

Deputy Project Manager & QA/QC
Franklin Torrealba, PE

Enterprise Systems Support

Application Development
Gil Inouye, PE
Juliana Castillo

Infor EAM Subject Matter Expert
Steve Schwabe

Geodatabase Design & As-Built Standards
Jonas Svoboda

Document Control
Aracelis Urieta
Mary Larson
Mary Lickert
Kim Buckhannon

Existing WASD Onsite GIS/AASIS Conversion Technicians

Marta Balta
Emilio Benemelis
Amilcar Caballero
Ariel Caraballo
Manuel Garcia
Jhohan Garcia
Damian Felipe Llanes
Tania Medina
Iliana Mirabal
Grisel Parada
Jarvis Perez Navarro
Enrique Sierra, Jr.
Francisco Prieto
Alberto Jassa
Ivet Garcia

Additional Available Cadastral Technicians

Jose Barrero
Blaine Charles Bartow
Ernesto Clavelo
Leah Colombo
Jill M Kottke
Ashlee Kutner
Leigh Paul Marshallsay
Aggrey Morris
Alexis Peña
Stephan A. Proctor
Nubia Rodriguez
Brian Shelton
Savannah Anne Sill
Matthew D. Toich

Engineering Support Services

Omar Herrera, EI
Rafael Ballesteros, PE
Larry Decker

EXHIBIT "C"

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 Engineering Services for Geographic Information Systems Utility Backlog required by the Consent Decree ("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, and 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 WASD. 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 NTP

Exhibit "D"
Truth-In-Negotiation Certificate

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

This sworn statement is submitted for:

PROJECT TITLE: Engineering Services for Geographic Information Systems Utility Backlog required by the Consent Decree

PROJECT NUMBER: E13-WASD-07

Before me the undersigned authority appeared Thomas Murphy (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, Woolpert

Date June 3, 2014

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 3rd day of June, 2014

by Thomas Murphy,
(Authorized Representative)

of Woolpert 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)

_____
(Print Name)

Notary Stamp or Seal:

MARIA FERNANDEZ-OTERO
Notary Public - State of Florida
My Comm. Expires Jan 3, 2017
Commission # EE 862023
Bonded Through National Notary Assn.

Notary Commission Number: _____
My Commission Expires: ____

ATTACHMENT E

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This 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 any 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 mislead 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

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 F

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)

ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT

(Ordinance 11-90)

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

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

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

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

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

Signature | Print Name and Title | Date

For Departmental Use Only

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

ATTACHMENT G

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: E13-WASD-07 Federal Employer Identification Number (FEIN): 20-1391406

Contract Title: Engineering Services for Geographic Information Systems Utility Backlog

Thomas Murphy	Vice President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Woolpert		June 3, 2014
Name of Firm		Date
10900 NW 25th Street, Suite 100	Miami, FL	33172
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 3rd day of, June 20 14

by _____ He or she is personally known to me ☒ or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

MARIA FERNANDEZ-OTERO
Notary Public - State of Florida
My Comm. Expires Jan 2, 2017
Commission # EE 862023
Bonded Through National Notary Assn.

Print or Stamp of Notary Public | Expiration Date | Notary Public Seal

2/2014

EXHIBIT "H"

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.

Woolpert — Federal Employer Identification Number (FEIN): 20-1391406

Contract Title: E13-WASD-07 Engineering Services for Geographic Information Systems Utility Backlog

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		

Thomas Murphy — Printed Name of Affiant
Vice President — Printed Title of Affiant
Signature of Affiant

Woolpert — Name of Firm
6/3/2014 — Date

10900 NW 25th Street, Suite 100 — Address of Firm
Miami, FL — State
33172 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 3rd day of, June 20 14.

by Thomas Murphy. He or she is personally known to me ☒ or has produced identification ☐

Type of Identification produced

Signature of Notary Public

MARIA FERNANDEZ-OTERO
Notary Public - State of Florida
My Comm. Expires Jan 2, 2017
Commission # EE 868023
Bonded Through National Notary Assn.

Print or Stamp of Notary Public — Expiration Date — Notary Public Seal

7/21/08 A&E

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 Woolpert, Inc. FEIN # 20-1391406

Project/Contract Number E13-WASD-07 / WASD GIS Backlog Services

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
300 Engineering Group, P.A.	Franklin A. Torrealba, PE	GIS Conversion Services	1				1				14		3		10	1		
8425 NW 68th Street												7		1	6			
Miami, Florida 33166																		

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	Print Name	Print Title	Date
	Thomas Murphy	Vice President / Woolpert	6/3/2014

SUB 100 Rev. 6/12

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:

SEE ATTACHED WOOLPERT SUBCONTRACTING GOOD FAITH EFFORTS

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: Vice President Date: June 3, 2014

Proposer's Name: Thomas Murphy / Woolpert, Inc.

woolpert

SUBCONTRACTING GOOD FAITH EFFORTS

JUNE 3, 2014

Woolpert is committed to the Miami-Dade County policy to ensure subconsultant opportunity in contracting. Our firm has established working relationships with a variety of subconsulting firms that we have worked with on multiple contracts throughout the U.S. Currently, we have established working relationships with a variety of professional small, small-disadvantaged, women-owned and minority-owned firms throughout the U.S. and abroad.

Woolpert not only sees value in sharing contract opportunities because it's contractually advantageous, but we truly believe in transferring technology benefits, when applicable, to enable U.S. small business and minority firms to successfully compete with foreign firms and help improve our domestic economy. This process has enabled disadvantaged firms to become more technically proficient and competitive in the marketplace. And, it's also Woolpert's goal to support the communities in which we work by engaging the services of local subconsultants whenever practical.

Currently, Woolpert's "fair subcontracting efforts" include the following. We will make every effort to continue these practices:

- Attending many small and minority business conferences throughout the year and interview businesses to provide services as subcontractors.
- Provide a portal on our website where small businesses may register and become part of our data base to select from on subcontracts within projects:
- Attending presolicitation and prebid meetings for outreach to subconsultants.
- Providing timely notice to interested firms about a business venture and allowing sufficient time for them to participate effectively—by providing these small business enterprises with adequate information about the plans, specifications, and requirements of the business venture.
- Following up on initial solicitations of interest by contacting small business enterprises to determine with certainty whether they're interested in the business venture.
- Assisting potential small business enterprises meet bonding, insurance, or other governmental contracting requirements of the business venture.
- Selecting portions of the work to be performed by business enterprises to increase the likelihood of meeting the procurement goals, including breaking the work into smaller, more economically feasible parts and selecting small business enterprises to accomplish these portions.
- Negotiating in good faith with interested business enterprises, not disqualifying them without sound reasons based on a thorough investigation of their capabilities.

- Effectively using the services of available minority organizations and groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of small business enterprises.

- Participating in the U.S. Small Business Administration's (SBA) Mentor-Protégé program. The SBA 8(a) Mentor-Protégé program encourages private-sector relationships and expands SBA's efforts to identify and respond to the developmental needs of 8(a) clients. As a mentor, Woolpert is able to provide subconsultants who participate with technical and management support, financial assistance, subcontracting support and assistance in performing prime contracts through joint ventures.

- The following is an excerpt from our standard contract agreements:

  - Equal Employment: The Professional Subcontractor and its lower tier subcontractors shall not discriminate against any person on the basis of race, color, creed, religion, sex, age (as defined by law), disability, national origin, ancestry, veteran status, or Vietnam era veteran status. The Professional Subcontractor certifies for itself and its subcontractors compliance with existing state and federal law regarding prohibition of discrimination in employment practices, including hire, tenure, terms, conditions, promotion, and privileges. The Professional Subcontractor further certifies that it encourages the use of small, minority owned, and women owned businesses in its operations. Breach of this provision shall be considered a material breach of this Agreement.