

Memorandum



Date: December 16, 2014
To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
From: Carlos A. Gimenez,
County Mayor

Agenda Item No. 8(0)(1)

****CONSENT DECREE****

Subject: Recommendation approving award of a Non-Exclusive Professional Services Agreement to Woolpert, Inc. in the total amount of \$16,500,000.00 with a total contract term of five years and one, five-year option-to-renew, for a project entitled "Consulting Services Relating to Consent Decree's Capacity Management, Operation and Maintenance Programs", pursuant to Section 2-8.1 of the Code of Miami-Dade County - Project No. E13-WASD-06, Agreement No. 14WPI002

Recommendation

Pursuant to Section 2-8.1 of the Code of Miami-Dade County, it is recommended that the Board of County Commissioners (Board) award the attached Non-Exclusive Professional Services Agreement to Woolpert, Inc. for a project entitled "Consulting Services Relating to Consent Decree's Capacity Management, Operation and Maintenance Programs", Project No. E13-WASD-06, Agreement No. 14WPI002. The total compensation amount is \$16,500,000.00, with a total contract term of five years and one, five year option-to-renew. The Mayor or the Mayor's designee shall seek approval from the Board prior to exercising the option-to-renew or any compensation above the initial award amount.

The Miami-Dade Water and Sewer Department (WASD) prepared this award recommendation.

Delegation of Authority

The authority of the Mayor or Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

No additional authority is being requested within the body of this contract.

Scope

PROJECT NAME: Consulting Services Relating to Consent Decree's Capacity Management, Operation and Maintenance Programs
PROJECT NO: E13-WASD-06
CONTRACT NO: 14WPI002
PROJECT DESCRIPTION: Woolpert, Inc. shall work closely with WASD to review, modify and develop the following plans and programs as required by the Consent Decree:

2. Information Management System Program
3. Implementation of a Geographic Information System
4. Sewer System Asset Management Program
5. Gravity Sewer System Operation and Maintenance Program
6. Pump Station Operations and Preventative Maintenance Program
7. Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program
8. Force Main Criticality Assessment and Prioritization Program
9. Force Main Rehabilitation and Replacement Program
10. Wastewater Treatment Plant Operations and Maintenance Program
11. Capacity Management, Operation and Maintenance Programs will take into consideration the vulnerability of the facilities to climate change impacts, such as sea level rise, storm surge, wind, and flooding.

Woolpert, Inc. shall ensure that the programs and plans are consistent with Environmental Protection Agency Region IV guidance and are completed and submitted within the specific deadlines of the Consent Decree.

PROJECT LOCATION: Throughout Miami-Dade County

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners Section 2-8.1 of the Code of Miami-Dade County

ISD A&E PROJECT NUMBER: E13-WASD-06

USING DEPARTMENT: Water and Sewer

MANAGING DEPARTMENT: Water and Sewer

Fiscal Impact / Funding Source

FUNDING SOURCE: This is not a capital project. The project will be funded from Operating Revenues; Fund: EW501, O & M Activity 810003 Account 721030 and Organization WS81001

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

SUSTAINABLE BUILDINGS ORDINANCE:
(I.O NO. 8-8) Does the project qualify for compliance with the Sustainable Buildings Ordinance? No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
Prime	6.02	WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES
Prime	6.03	WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
Prime	15.01	SURVEYING AND MAPPING LAND SURVEYING

TOTAL CONTRACT PERIOD: 3650 calendar days. The initial contract term is five years. The Mayor or the Mayor's designee has the authority to approve one, five year option-to-renew, subject to Board approval. Note that no minimum amount of work or compensation is guaranteed under this Non-Exclusive Professional Services Agreement.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE CONTRACT AMOUNT: \$15,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$1,500,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$16,500,000.00

SEA LEVEL RISE: The impact of sea level rise has been considered.
(ORD. NO. 14-79)

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. A Responsibility Review Report is attached.

On February 12, 2014, a Notice to Professional Consultants was issued under full and open competition. On June 16, 2014, the Clerk of the Board received three (3) proposals.

EXPLANATION:

First-Tier

At the First-Tier "Evaluation of Qualifications" meeting held on July 30, 2014, the Competitive Selection Committee reviewed three proposals. At this meeting, it was determined that all three firms met the minimum qualifications and demonstrated their relevant experience with the projects as required by the Notice to Professional Consultants. The Competitive Selection Committee evaluated and ranked the three firms. The Competitive Selection Committee by majority vote decided not to hold a Second-Tier (Oral Presentation) meeting and recommended to negotiate with the highest ranking firm, Woolpert Inc. (See below):

Firm	Total Qualitative Scores	Total Ordinal Scores	Ordinal Ranking
WOOLPERT, INC.	447	5	1
ARCADIS US, INC.	430	5	2
TETRA TECH, INC.	417	7	3

The Negotiation Committee was approved by the County Mayor on August 19, 2014. Negotiation commenced with Woolpert On October 6, 2014, and successfully concluded on October 23, 2014.

The Negotiation Committee also approved a First Task Service Order (attached as Exhibit 'A') for a total amount of \$1,087,490.00 for a six month period.

Based on the Internal Services Department's CIIS database, Woolpert, Inc. has one evaluation with a rating of 4.0 out of a possible total 4.0 points.

SUBMITTAL DATE: 6/16/2014

ESTIMATED NOTICE TO PROCEED: 12/30/2014

PRIME CONSULTANT: COMPANY Woolpert, Inc.

PRINCIPAL: COMPANY QUALIFIERS: Scott Cattran

COMPANY EMAIL ADDRESS: Bill.sukenik@woolpert.com

COMPANY STREET ADDRESS: 10900 NW 25 Street, Suite 100
COMPANY CITY-STATE-ZIP: Miami, Florida 33172

YEARS IN BUSINESS: 100 years

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report provided by the Internal Services Department, Division of Small Business Development, Woolpert, Inc. has been awarded six contracts with Miami-Dade County with a total contract value of \$11,855,535.10.

SUBCONSULTANTS: HDR Engineering, Inc.; MWH Americas, Inc.; Milian, Swain & Associates, Inc. (CBE); BND Engineers, Inc. (CBE); Manuel G. Vera & Associates, Inc. (CBE); Phillips Consulting Group, Inc.; and Diagnostic Resources & Solutions, LLC.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes The Prime Consultant must be an engineering firm experienced in all phases of wastewater engineering with particular expertise on the operation and maintenance of wastewater treatment plants and collection and transmission systems.

The Prime Consultant should have at least one successful Capacity, Management, Operation and Maintenance

Program which they planned, implemented and managed for a major utility of similar size within the past ten years from the date of solicitation. For projects which the Prime Consultant has served as the Capacity, Management, Operation and Maintenance Program consultant, the Consultant shall provide the name and contact information for a Utility Executive with the Utility they served as the Capacity, Management, Operation and Maintenance Program consultant who can confirm their role. The descriptions shall include the client (i.e., municipality or agency), key project staff, the project name, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the prime firm, the achievements (e.g., programs delivered on schedule, innovative information management systems implemented, new technology utilized), and a client reference and contact information.

The Consultant's team should demonstrate their successful experience with assessment, implementation, and integration of information systems, in particular with WASD's enterprise portfolio. The current portfolio includes:

1. ESRI ArcGIS 10 - Geographic Information Systems
2. InforEAM - Asset Management System
3. Proliance - Project Control and Tracking System
4. PeopleSoft - Enterprise Resource Planning

The Consultant's team should also be familiar with developing and implementing ESRI ArcGIS for water/wastewater utilities; be knowledgeable with ESRI geometric networks, and automatic GIS integration with hydraulic computer modeling software; and experience collecting utility asset information such as coordinate location (GPS), and other pertinent measurements.

The Prime Consultant shall provide a list of members of the proposed Capacity, Management, Operation and Maintenance Programs Team, identifying the overall Program Manager(s), and the team leaders for key deliverables and the specific role each one of them will perform.

**REVIEW
COMMITTEE:**

MEETING DATE: 10/14/2013 **SIGNOFF
DATE:** 10/24/2013

**APPLICABLE
WAGES:
(RESOLUTION No.
R-54-10)**

No

**REVIEW
COMMITTEE
ASSIGNED
CONTRACT
MEASURES:**

TYPE GOAL
CBE 32.00%

COMMENT
Per Administrative Order 3-32

**MANDATORY
CLEARING HOUSE:**

No

**CONTRACT
MANAGER NAME /
PHONE / EMAIL:**

Patty David

786-552-8040

pattyd@miamidade.gov

**PROJECT
MANAGER NAME /
PHONE / EMAIL:**

Juan Bedoya


786-268-5026

Jbedo@miamidade.gov

BACKGROUND:

The professional services Woolpert, Inc. will provide will assist WASD with the development and implementation of a Capacity Management, Operation and Maintenance Programs with the objective of identifying and providing solutions for deficiencies in existing management, operations and maintenance practices. Examples of such solutions include: 1) up-to-date operations and maintenance manuals for all sewer operating divisions to cover routine and emergency monitoring, operations and maintenance procedures, 2) a defined framework for change of management procedures, 3) customize training for sewer division personnel, and 4) incorporation of the spare parts inventory into the Department's Enterprise Asset Management System to properly equip the operations divisions for both preventive and corrective maintenance. These professional services conform to the requirements of the federal Consent Decree.


BUDGET APPROVAL
FUNDS AVAILABLE:



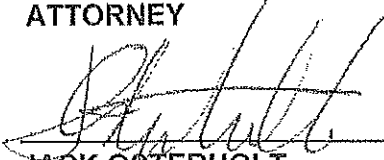
JENNIFER MOON 12/4/14
OMB DIRECTOR DATE

de
12-5-14

APPROVED AS
TO
LEGAL SUFFICIENCY:



HENRY N. GILMAN 12/9/14
ASSISTANT COUNTY DATE
ATTORNEY




JACK OSTERHOLT 12/9/14
DEPUTY MAYOR DATE

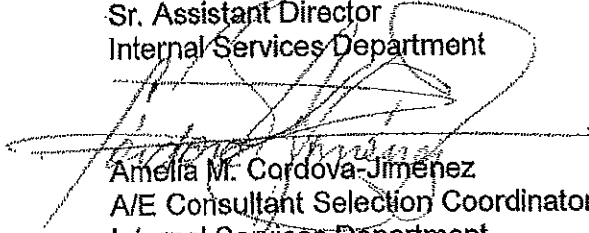
Memorandum



Date: December 8, 2014

To: Lester Sola
Director
Internal Services Department

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

From: 
Amelia M. Cordova-Jimenez
A/E Consultant Selection Coordinator
Internal Services Department

Subject: Responsibility Review - ISD Project No. E13-WASD-06: Consulting Services Relating to Consent Decree's Capacity Management, Operation, and Maintenance Programs

Background

The County advertised the referenced solicitation on February 12, 2014 pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34, and Administrative Order (A.O.) 3-39.

The Miami-Dade Water and Sewer Department (WASD) requested that the Internal Services Department (ISD) issue a solicitation for acquisition of consulting services relating to Consent Decree's (CD) capacity management, operation and maintenance (CMOM) programs.

The Consultant shall work closely with WASD to review, modify and develop the following plans and programs as required by the CD:

1. Sewer Overflow Response Plan;
2. Information Management System Program;
3. Implementation of a Geographic Information System (GIS);
4. Sewer System Asset Management Program;
5. Gravity Sewer System Operation and Maintenance Program;
6. Pump Station Operations and Preventative Maintenance Program;
7. Force main Operations, Preventative Maintenance and Assessment/Rehabilitation Program;
8. Force main Criticality Assessment and Prioritization Program;
9. Force main Rehabilitation and Replacement Program;
10. Wastewater Treatment Plant Operations and Maintenance Program; and
11. The CMOM Programs will take into consideration the vulnerability of the facilities to climate change impacts, such as sea level rise, storm surge, wind, and flooding.

The Consultant shall ensure that the programs and plans are consistent with Environmental Protection Agency Region IV guidance and are completed and submitted within the specific deadlines of the CD.

This solicitation was advertised for one (1) qualified consultant to be retained under one (1) non-exclusive Professional Services Agreement (PSA) with a maximum compensation of sixteen million five hundred thousand dollars (\$16,500,000) inclusive of contingencies for an effective term of five (5) years

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with one (1) five (5) year option to renew. Three proposals were received on June 16, 2014 from the following firms: Arcadis U.S., Inc., Tetra Tech, Inc, and Woolpert, Inc. The first tier evaluation meeting was held on July 30, 2014. The Competitive Selection Committee (CSC) reviewed and evaluated the three (3) proposers based upon the established first-tier evaluation criteria in the Notice to Professional Consultants (NTPC). The CSC voted to waive second tier evaluation and proceeded to make a recommendation to the Mayor based on the following first tier evaluation ranking results:

Respondent	Qualitative Score	Ordinal Score	Final Ranking
Woolpert, Inc.	447	5	1
Arcadis U.S., Inc.	430	5	2
Tetra Tech, Inc	417	7	3

**The ordinal score tie between Woolpert, Inc. and Arcadis U.S., Inc. was broken taking into consideration the highest qualitative score for each firm.*

The CSC members recommended that the County Mayor approve negotiations with Woolpert, Inc., the highest ranked responsive and responsible proposer. The County Mayor's designee authorized negotiations with Woolpert, Inc., on August 19, 2014.

Negotiations with Woolpert, Inc. commenced on October 6, 2014, and concluded successfully on October 23, 2014. Woolpert, Inc. accepted the terms and conditions of the Professional Services Agreement (PSA) and has executed the PSA.

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

A proposer's responsibility refers to whether the proposer has the capacity and integrity to be awarded the contract. The Board of County Commissioners is authorized to make determinations upon the honesty and integrity of the proposer necessary for the faithful performance of the contract; upon a proposer's skill and business judgment, its experience, its facilities for carrying out the contract, previous conduct under other contracts, the quality of its previous work, and financial capacity. This report provides the results of the responsibility review conducted by ISD staff.

Responsibility Review

The following chart provides the results of the responsibility review for Woolpert, Inc. in regard to the acquisition of consulting services relating to CD capacity management, operation and maintenance programs.

<u>Component</u>	<u>Purpose</u>
Past Performance	<p>Past performance on County projects was considered in accordance with Section 2-8.1(g) of the Miami-Dade County Code.</p> <p>Woolpert, Inc. has one (1) past performance evaluation in Miami Dade County's Capital Improvements Information System database with an average rating of 4.0 out of 4.0.</p>

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<u>Component</u>	<u>Purpose</u>
Pre-award Vendor Information Intranet (http://intra.co.miami-dade.fl.us/dpm/vendor_info.asp)	Verification that the firm is eligible for contract award and is compliant with certain County requirements. The verification includes checking the following reports:
	Contractor Debarment History of Violations Federal Excluded Parties List Convicted Vendors List – State Debarred Contractors Delinquent Contractors Deficit Make-up Report Suspended Contractors Suspended Vendors State Small Business Development Division (SBD) Reports Sudan-Iran Affidavit State of Florida Corporations A&E Technical Certification Report Pre-Qualification Report
Business and Litigation Reports	Review: – Pacer Report (case and docket information from federal appellate, district, and bankruptcy courts) – Dun & Bradstreet Report (credit and financial information for business assessment and validation)
Web Search	Review: – Google Search

A Responsibility Review Meeting was conducted with HDR on November 18, 2014. The following representatives were in attendance:

Ms. Amelia Cordova-Jimenez, ISD
 Ms. Faith Samuels, ISD
 Mr. John Cestnick, Woolpert
 Mr. Tom Murphy, Woolpert, Inc.

Scope of Responsibility Review

During the responsibility review, the following matters were addressed in regard to the firm:

- Corporate structure, including identification of key staff involved in operational oversight, accounting and auditing;
- Payment practices by the prime to sub-consultants;
- Controls regarding accuracy of work/task orders and invoice verification and integrity;
- Changes to the prime or sub-consultants on the team since the proposal for the project was submitted on June 16, 2014;
- Status/details of lawsuit noted in the Dun & Bradstreet report (Philadelphia County Common Pleas Court, Philadelphia, PA.);

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- Any instances of civil or criminal charges filed against Woolpert, Inc., or any knowledge of reviews by regulatory or investigative agencies; and
- Outstanding judgments against Woolpert, Inc.

Information provided by Woolpert, Inc., at the November 25, 2014 meeting, has been reviewed in detail by staff.

The reporting corporate structure for Woolpert, Inc. is as follows:

Mike Flannery, P.E., Chief Executive Officer, Senior Vice President
Scott Cattran, Senior Vice President
Flint Holbrook, Practice Leader Wastewater Services
Bill Sukenik, P.E., PMP, Project Manager

Payments to the firm's sub-consultants are reported to be paid in a timely manner. Woolpert ensures that sub-consultant invoices are reviewed, approved, and paid within two (2) days of Woolpert receiving payment from client. Subconsultants receive electronic payment in order to ensure promptness in the release and receipt of such. The tools/practices in place to ensure accuracy of task orders, invoicing and proper controls for contract compliance are a part of their accounting practice and project management procedures. A yearly external audit is conducted in order to confirm results of internal audits. Internal audits are done on a random basis. In addition, a project analyst monitors all invoices on a monthly basis.

Woolpert, Inc. indicated one change on their team. Westhorp & Associates, Inc. (WAI) has been deleted from the Woolpert, Inc. team as said firm is no longer in business. WAI was a CBE firm listed to render filed support services. The remaining subconsultants on the team will provide the services assigned to WAI. In addition, WAI was not listed to fulfill any portion of the 32% CBE goal required for this project.

Supplemental litigation history was submitted at the Responsibility Review meeting. Litigation history demonstrating that the lawsuit noted in the Dun & Bradstreet report mentioned above was dismissed with prejudice on December 4, 2013. See litigation details below:

Case: Lourdes Torres, et al. v. Woolpert, Inc. / 5:13-cv-06468-JLS
Status: Dismissed
Cause: Negligence
Where Filed: Philadelphia County Common Pleas Court, Philadelphia, PA

It is not unusual to see litigation, as indicated in the above litigation history, for large companies doing business with numerous public and private entities. Woolpert, Inc. advised that to their knowledge there are no criminal charges or charges of dishonesty or misconduct against their firm, or outstanding judgments against the firm.

Conclusion

A careful and detailed review of the information reviewed regarding Woolpert, Inc. establishes that, in regard to the scope of services for consulting services relating to CD capacity management, operation and maintenance programs, the firm has the following:

- Appropriate financial capacity to carry out this long term contract;
- Substantial technical and management capacity with the required expertise to perform the required services for the referenced project;

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- Sound procedures and tools in place to ensure accuracy and appropriate controls for contract oversight, for their firm and sub-consultants, to ensure compliance with invoice reviews and task orders; and
- Procedures in place for timely payments to their sub-consultants.

The results of the County's responsibility review indicate that the Woolpert, Inc. team has the technical and financial capacity required to carry out the contractual responsibilities to effectively manage the implementation of the required scope of services. In regard to issues of capacity for the referenced contract, Woolpert, Inc. is found to be a responsible firm.

Development of a Capacity, Management, Operations, and Maintenance (CMOM) Program

Scope of Services and Professional Services Fee Summary

Introduction

In response to the request by the Miami-Dade Water and Sewer Department (MDWASD) and documents provided to Woolpert (the Consultant) on September 19, 2014, including: 1) Development of a Capacity, Management, Operations, and Maintenance (CMOM) Program, 2) E13-WASD-06 - Task 1 Scope, and 3) Attachment A - Proposal for Engineering Services Labor Expenses, the Consultant has developed this package including a detailed draft Scope of Services and Professional Services Fee Summary for purposes of supporting negotiations of the Professional Services Agreement for Consulting Services Relating to Consent Decree's Capacity Management, Operation, and Maintenance Programs.

Execution of the Scope of Services will provide assistance to MDWASD in their implementation of a CMOM Program in support of:

- Compliance with Consent Decree requirements,
- Meeting MDWASD business objectives,
- Consideration of climate change impacts, and
- Coordinating development and implementation of Scope of Services with other related CMOM programs and activities.

This Scope of Services conforms to the requirements of Section 19 of the Consent Decree Case No. 1:12-cv-24400-FAM (Consent Decree), lodged on June 6, 2013, with an effective date of December 6, 2013, including Consent Decree Appendix C, EPA Publication 305-B-05-002, *Guide for Evaluating Capacity, Management, Operations, and Management (CMOM) Programs at Sanitary Sewer Collection Systems*.

This Scope of Services includes development and implementation assistance on the following CMOM program elements:

- Sewer Overflow Response Plan (SORP),
- Information Management System (IMS) Program including a Geographic Information System (GIS),
- Sewer System Asset Management Program,
- Gravity Sewer System Operations and Management Program (GSSOMP) (implementation assistance only of EPA/FDEP approved plan document),
- Pump Station Operations and Preventative Maintenance Program,
- Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program, Consent Decree, and
- WWTP Operations and Maintenance Program.

Furthermore, development of the overall CMOM program and each of the above mentioned elements comprising the programs will take into consideration the vulnerability of wastewater utility assets to climate change impacts, such as sea level rise, storm surge, wind, and flooding. The Consultant will consider:

- Resilience measures, risk tolerance and long-term planning,
- Constraints to utility resilience, and collaborative ways to overcome barriers, and
- Financing and funding for resilience, and opportunities for partnership.

General Assumptions

The Consultant will coordinate with MDWASD, the Consent Decree Program Management Construction Management (CD PMCM) team, and other Program consultants, as necessary, in implementing this Scope of Services. The Consultant recognizes that the following areas are specifically excluded from the Scope of Services:

- 18. (a.) Adequate Pumping, Transmission and Treatment Capacity Program,
- 18. (b.) Pump Station Remote Monitoring Program,
- 18. (c.) WCTS Model,
- 18. (d.) Spare Parts Program,
- 18. (e.) Volume Sewer Customer Ordinance,
- 19. (a.) Fats, Oils, and Grease (FOG) Control Program,
- 19. (e.) Gravity Sewer System Operations and Maintenance Program (GSSOMP) (Development of program plan document, only), and
- 19. (j.) Financial Analysis Program.
- Documentation or implementation assistance for the gravity sewer O&M plan
- Assistance with the Supplemental Environmental Project
- Work on "Specific Capital Improvement Projects" or projects laid out in Appendix D as they pertain to SSO's and NPDES violations

All of these items could be included as part of Task 3 "Provide Implementation Assistance as Needed", however in this scope of services MDWASD has not specified for this assistance. As such, there are no services and fees associated with these tasks.

Other assumptions:

- This Scope of Services is not for the entirety of the Consent Decree Case No. 1:12-cv-244000-FAM (Consent Decree), lodged on June 6, 2013, but rather for the specific scope items contained in this document.
- For each of the CMOM tasks, scope and fee is included to complete the planning efforts; however, scope and fee are not complete for Task 3 items (implementation assistance when requested by WASD).
- Project management hours and ODC's assume a dedicated project manager for a 5 year contract. These hours have been spread over each CMOM Program Task 2. For other team members, ODC's have been limited to travel associated for Tasks 1 and 2.
- If assumptions under the Task 2 Scope of Service prove incorrect or inaccurate, or the associated levels of effort have been underestimated, hours can be used from Task 3 budgeted labor hours to appropriately supplement with WASD's approval.

Summary of Approach to Scope of Services Execution

The Woolpert CMOM team will apply its proven 15-Step Process for refining existing CMOM programs. As a measure to meet Consent Decree compliance deadlines and in turn efficiently execute the Scope of Services, the Consultant intends on only implementing those steps estimated as necessary to bring these programs into compliance with the Consent Decree.

Woolpert, Inc.

October 13, 2014

The Consultant will consult, exchange information, attend planning and facilitation meetings, and coordinate with MDWASD staff, the Consent Decree Program Management and Construction Management (PMCM) consultant, and other Program consultants to ensure that all opportunities are effected for the "creation of long-term, sustainable, holistic, system-wide, intradepartmental, interdepartmental, and efficient management, operations, and maintenance policies and programs which incorporate the concepts of predictive asset management best-practices".

The Consultant will execute the Scope of Services using sound engineering practices and reflective of appropriate provisions (where appropriate and commensurate with fees established in this scope) of the most recent editions of the following publications:

- EPA Handbooks:
 - Sewer System Infrastructure Analysis and Rehabilitation, EPA/625/6-91/030, 1991.
 - Condition Assessment of Wastewater Collection Systems (State of Technology Review Report), EPA/600/R-09/049, May 2009.
 - State of Technology Report for Force Main Rehabilitation, EPA/600/R-10/044, March 2010.
- WEF Manuals of Practice:
 - Existing Sewer Evaluation and Rehabilitation (No. FD-6, 1994).
 - Design of Wastewater and Stormwater Pumping Stations (No. FD-4).
 - Gravity Sanitary Sewer Design and Construction (FD-5, 2007).
 - Wastewater Collection Systems Management (FD-7, 2009).
- Recommended Standards for Wastewater Facilities, Health Education Services (a Division of Health Research, Inc.), 2004.
- Florida Administrative Code, Rule 62-604.

Task 1: Review and Evaluate Existing CMOM Program Procedures and Policies

The Consultant recognizes that many of the CMOM Programs are already in place; however, they need to be further developed or enhanced. The Consultant will utilize a 15-Step Process, illustrated below, as a consistent and methodical approach for ensuring compliance with Consent Decree specifications for minimum content of each approvable CMOM Program while avoiding any duplicative work.

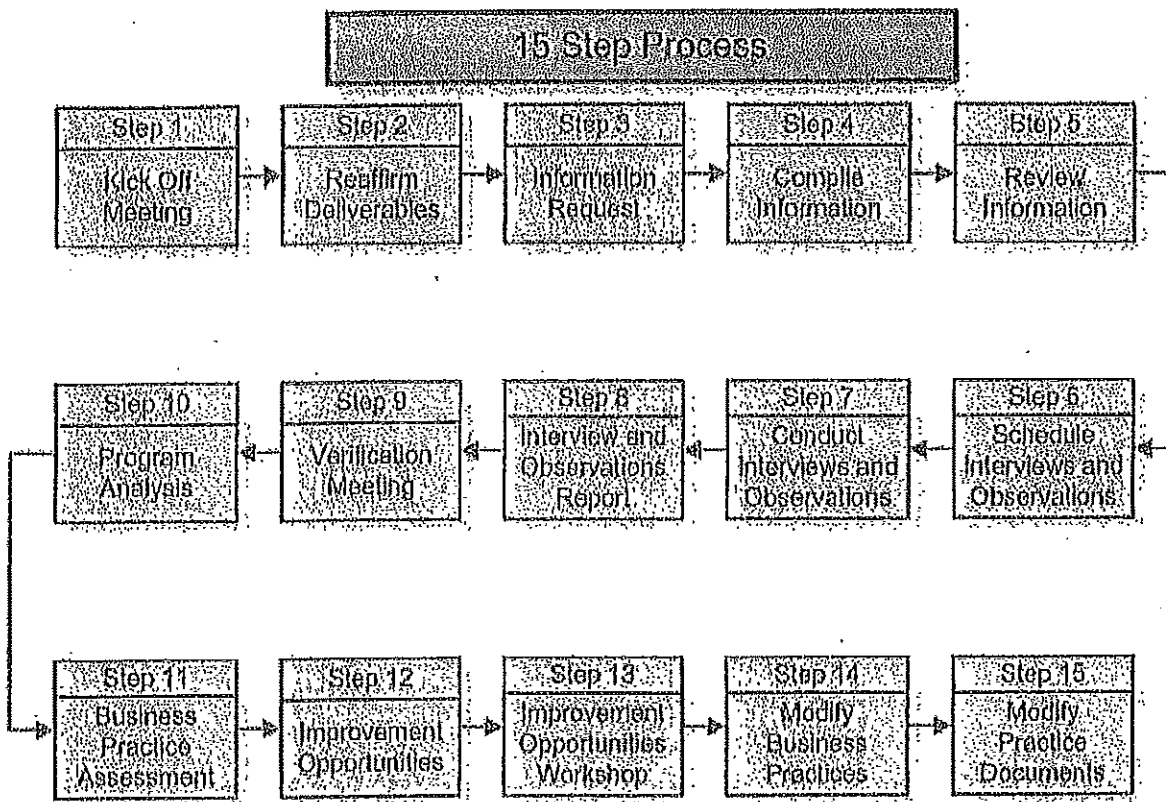
With initiation of this process, the Consultant will request that MDWASD assign one or more individuals, as appropriate, to work directly with the respective Consultant Task Leader assigned to each of the CMOM programs, specifically:

- Sewer Overflow Response Plan,
- Information Management System Program,
- Geographic Information System,
- Sewer System Asset Management Program,
- Pump Station Operations and Preventative Maintenance Program,
- Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program, and
- WWTP Operations and Maintenance Program.

Close participation by Water and Sewer Department (WASD) staff during the initial assessment phase will ensure that the Consultant accurately and thoroughly understands existing CMOM programs, as well as any modifications and refinements that may have been implemented since WASD completed its "2011 CMOM Self-Assessment". Additionally, WASD participation and hands-on knowledge of program development will provide

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WASD staff with the experience and tools to facilitate the subsequent implementation of its programs with or without continuing support from the Consultant or other consultants. This will ensure a program that will be sustainable in the future through continuing improvements carried out by WASD personnel.



Below is a generalized overview of the anticipated select steps that are anticipated to be accomplished under Task 1 for each CMOM Program. The remainder of the steps will be accomplished under respective Tasks 2.1 through 2.7.

Step 1. Kick-off Meeting

The Consultant will schedule up to seven (7) kick-off meetings to discuss each CMOM program. Where appropriate, several related CMOM program areas can be combined as may be appropriate for purposes of efficiency. Decisions to combine meetings will be collaboratively made by WASD and the Consultant. The purpose of these meetings will be to introduce all Woolpert CMOM team members to WASD team members, discuss roles and responsibilities, define the specific CMOM program, and review expectations for this program. In addition, the 15-Step Process will be reviewed and the schedule for the tasks will be refined.

Step 2. Reaffirm Deliverables

The Consultant will present an outline of the primary deliverable for each CMOM Program, i.e., Technical Memorandum, for WASD's review and concurrence. WASD personnel interview and observation reports will be provided in a technical memorandum format.

Step 3. Information Request

The Consultant will present, discuss, and modify as appropriate a pre-prepared summary of the CMOM programs' specific information requirements. This step can be done during the kick-off meeting, or during a subsequent conference call.

Step 4. Compile Information

The Consultant will collect and compile the specific CMOM program documents, with the cooperation of WASD staff, required to effectively conduct the remaining task activities.

Step 5. Review Information

The Consultant will review the information for completeness, catalog the information, and archive it so that it will be accessible to all team members.

Step 6. Schedule Interviews

With the assistance of WASD team members, the Consultant will schedule cursory on-site interviews and observations. It should be noted that more comprehensive interviewing and observing will be accomplished subsequently under respective Tasks 2.1 through 2.7. Scheduling will be done in a way that minimizes impact on WASD daily operations.

Step 7. Conduct Interviews

The Consultant will conduct on-site interviews. Any field related observations will not be staged, but carried out as part of the normal daily routine of WASD personnel.

Step 8. Prepare Interview and Observation Report

The Consultant will prepare a combined document review, interview, and observation report for each CMOM program. Each report will provide a detailed summary that accurately reflects how WASD is carrying out that program.

Step 9. Verification

The content of the CMOM program will be factually verified during a combined team meeting. Inconsistencies, errors, misstatements, or information gaps will be resolved during the meeting, or possibly during a follow up meeting. This is performed to ensure that the CMOM program, as depicted, is accurate; and that it will provide a sound basis for the program assessment step.

Step 10. Program Analysis (Preliminary)

After appropriate consultation with the WASD team, the Consultant will analyze the CMOM program using the detailed program summary together with its supporting reference documents, and results from the on-site interviews and observations. The Consultant will determine the sufficiency of WASD's current CMOM program components with regard to meeting regulatory and enforcement requirements and expectations; as well as WASD's own strategic goals for regulatory compliance, customer service, asset management, and resource management.

Steps 11 through 15 will be accomplished subsequently under respective Tasks 2.1 through 2.7.

In summary, the Consultant will review and evaluate each CMOM Program's procedures and policies currently in place, and will utilize this information to identify needed refinements and enhancements to the existing programs. Special focus will be placed on all related Information Management Systems (IMS) to understand existing capabilities, existing uses, and components of existing systems. This will allow the Consultant to develop an optimal approach that will maximize the value of work that has already been performed by WASD staff and eliminate any duplicate efforts. This process will also be used to identify interdependencies among the CMOM programs, and establish protocols to improve integration of existing and supplemental practices that are compatible with and complementary to the objectives and goals of each of the affected CMOM program elements.

The findings of this review and evaluation will be compiled in a Technical Memorandum for each of the seven (7) programs identified above for submittal to WASD for review and comment. It will include recommendations for proceeding with Tasks 2 and 3 and the closure of any gaps of data and information that could impact progress of development of existing CMOM programs. Each Technical Memorandum will include scope of services, schedule and proposed fee necessary to satisfy the identified needed refinements and enhancements. These documents will be directly usable in WASD/Consultant negotiations of work orders with fees to accomplish the required scopes of services.

Critical Assumptions:

- This task will be a 120-day task that includes up to 10 days of on-site meetings per month with the project manager, relevant team leaders, and various key resources that will support the program
- Documents and other sources of printed and digitally stored information as requested of WASD or its representative necessary to complete this review and evaluation, will be provided in a timely fashion in order to allow meeting the below schedule
- Timely access by the Consultant of respective staff members of WASD, the Consent Decree PMCM team, and other Program consultants to conduct interviews and to facilitate collaborative work sessions in order to allow meeting the below schedule
- WASD instructed the Consultant that "**All elements of the Scope of Services described below shall incorporate the findings and recommendations of this preliminary task.**" The Consultant thus assumes that depending on the results of Task 1, the scope, assumptions, and fees associated with Tasks 2 and 3 presented in this document could change. The deliverable associated with Task 1, the Technical Memorandum, will include a more detailed scope of work for each of the Task 2 programs and possibly Task 3 items. The consultant further recognizes that there is a fixed budget, and will work collaboratively with WASD to create updated Tasks 2 and 3 scope that stays within the limits of the overall budget of the contract.
- Gravity Sewer System Operations and Management Program (GSSOMP) is not included in this effort as the plan is being prepared by another WASD consultant.
- Work under this task will be completed with regard ONLY to the Pump Station Operations and Preventative Maintenance Program, and WWTP Operations and Maintenance Program within 45 days of initiation of Task 1 allowing Work Orders for Task 2.5 and Task 2.7, respectively, to be expeditiously issued to the Consultant. This is essential to meeting Consent Decree submittal milestones of April 6, 2015 for the Pump Station Operations and Preventative Maintenance Program, and May 6, 2015 for the WWTP Operations and Maintenance Program.

Deliverable(s):

- Seven (7) Technical Memoranda, and seven (7) Interview and Observation Reports:
 - Sewer Overflow Response Plan
 - Information Management System Program
 - Geographic Information System
 - Sewer System Asset Management Program
 - Pump Station Operations and Preventative Maintenance Program
 - Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program
 - WWTP Operations and Maintenance Program

Schedule:

- Completion of all activities under Task 1 and the submittal of final draft Technical Memoranda to WASD, for review and comment, within 120 days from date of Notice to Proceed with Task 1.
- Work related to the Pump Station Operations and Preventative Maintenance Program and the WWTP Operations and Maintenance Program will be effectively completed within 45 days of initiation of Task 1 to allow WASD to issue Work Orders for Task 2.5 and Task 2.7, respectively, to the Consultant no later than 60 days after initiation of Task 1.

Task 2 – CMOM Program Services

Task 2 includes an overview of the scope of work, key assumptions, and schedule for the 7 identified CMOM programs the Consultant will provide to WASD under this contract.

Task 2.1 - Develop and Implement a Sewer Overflow Response Plan ("SORP")

The Consultant will modify, develop, and support implementation of the Sewer Overflow Response Plan (SORP). Its development will be integrated with existing practices and will complement other CMOM program elements as described in detail below in order to ensure effectiveness of the respective programs and compliance with Consent Decree requirements.

The SORP will include:

- Establish timely and effective methods and means of responding to, cleaning up and/or minimizing the impact of SSOs,
- Establish timely reporting protocols to the appropriate regulatory agencies,
- Address protocols and procedures to maintain all SSO records for no less than five (5) years,
- Establish timely and effective methods to notify the potentially impacted members of the public of the occurrence of SSOs,
- Address protocols and procedures to respond to building backups (BBs),
- Establish methodologies for the development of a detailed plan of resources required to identify and correct or repair the causes of or contributing factors to the occurrence of the SSO;
- Provide a detailed plan to ensure WASD's preparedness for the effective implementation of the SORP,
- Provide a protocol to ensure rolling lists of SSO locations within the wastewater conveyance and transmission system (WCTS) are recorded where overflows have occurred more than once in the preceding twelve (12) months, and
- Establish pump station emergency bypass or pump-around strategies and procedures.

To comply with requirements of EPA and FDEP for timely reporting to the appropriate regulatory agency, the SORP will address procedures and processes for capturing and archiving the following information:

- Location of SSO,
 - Estimated time and date,
 - Steps taken to respond to SSO and minimize volume and impact,
 - Name of receiving waters,
 - Estimate of volume of sewage,
 - Description of the WCTS component involved,
 - Estimate of SSOs impact on public health and water quality,
 - Date of last SSO in same point,
 - Steps taken to reduce, prevent, or eliminate reoccurrence of SSO,
 - List of all notifications to the public and other agencies, and
 - Steps taken to clean up any surfaces in contact and/or contaminated by the SSO.

To comply with requirements for maintenance of all SSO records, the Consultant will ensure protocols are developed for collecting and maintaining the following information:

- Work order records associated with investigation of SSO, and
- Repair activities related to SSO.

To comply with requirements for timely and effective notification of SSOs to potentially impacted public the Consultant will ensure protocols are developed for providing the following information:

- Detailed descriptions of actions to provide notice to public of SSO,
- Detailed descriptions of actions to notify appropriate federal, state, or local agencies/authorities, and
- Detailed plans to minimize volume of wastewater transmitted to impacted portion of the WCTS and requires the development of a response standard operating procedure.

To address the requirements of responding to building backups, the Consultant will ensure protocols are developed for providing the following:

- Establishment of a timeframe for responses and the minimum measures to clean up sewer backups into buildings, and
- Establishment of procedures to disinfect and/or remove items contaminated by sewer backups into buildings:
 - Wet vacuuming or other removal methods of spillage,
 - Wiping floors and walls with disinfectant,
 - Flushing out plumbing fixtures,
 - Carpet cleaning and/or replacement, and
 - Other measures.

The Consultant will prepare a detailed plan to help ensure preparedness for effective implementation of the SORP including:

- SSO Response training of employees and other affected agencies, and
- Establishment of procedures for SSO response personnel to estimate SSO volumes.

Critical Assumptions:

- The Scope associated with this task is to modify and re-establish WASD's Sewer Overflow Response Plan. This includes documenting the procedures, processes, and protocols associated with the plan. It does not include the implementation of building reports in the Enterprise Asset Management System or other information systems. However, a block of hours has been established to help build reports in EAMS in Task 3: "Provide WASD Implementation Assistance on CMOM Programs as Requested". These hours could be used to support this task if WASD requests this assistance. A more detailed scope to complete this would be required to perform this implementation assistance task.

Deliverable(s):

- Draft SORP (internal review document)
- Final Draft SORP (submittal to EPA)
- Response to EPA comments on Final Draft SORP
- Final/EPA-Approved SORP

Schedule:

- Submittal of draft SORP to WASD for review and comment - May 29, 2015
- Final Draft SORP submittal to EPA – July 6, 2015

- Response to EPA comments on Final Draft SORP – within three (3) weeks of receipt of EPA comments
- Prepare Final/EPA-Approved SORP - within four (4) weeks of receipt of EPA comments

Task 2.2 -Develop an Information Management System (“IMS”) Program

The Consultant will develop and support implementation of the Information Management System (IMS) Program with the objective of improving integration and enhancing all CMOM Program elements and existing IMS programs to allow efficient control, widely supported communication, and ease of access by end users to data, reports, standard operating procedures, system failures, asset condition, and other vital data and information. An additional objective is to reduce redundancy, operation and maintenance of separately deployed systems which collect and disseminate the same or similar information, and control the incidence of developing data and information silos that deprive WASD of the broadest use and realization of the optimal power of data and information.

The Consultant will prepare an IMS Program with three main component areas: Management, Operations, and Maintenance.

- Management component will provide instruction to evaluate operations, maintenance, customer service, and sewer system rehabilitation activities, and will contain and control management reports and management forms.
- Operations component will contain and control operating reports and standard operating forms, and provide access for field supervisor review.
- Maintenance component will contain and control maintenance reports and standard maintenance forms, and will provide access for field supervisor review.

The Consultant will develop the IMS Program with policies and procedures included in a User Guide with standard operating procedures (SOPs) describing information maintained in the system, how information is uploaded into the system, the means of recording information, and the procedures for accessing, viewing and utilizing the data in the system. In addition, the User Guide will describe and provide examples of management reports, including reports which reflect the input data; work reports with examples of completed work reports; standard forms used by field personnel and management; and, detailed policies and procedures regarding how records are maintained.

The Consultant will develop a Training Section of the User Guide that establishes a training program with detailed procedures for utilizing the software.

The Consultant will develop and implement the following Performance Indicators (PIs) that will be included in the User Guide:

- Linear footage of gravity sewer line and force main inspections,
- Linear footage of gravity sewers cleaned,
- Number of manholes inspected and cleaned/maintained,
- Number of inverted siphons inspected and cleaned/maintained,
- Number of SSOs per mile of gravity sewer line, per mile of force main,
- Number of SSOs per pump station and per capita wastewater flow, and
- NPDES permit effluent compliance.

Woolpert, Inc.

October 13, 2014

The Consultant will develop the IMS Program such that it will be capable of tracking maintenance activity by type:

- Corrective maintenance activities,
- Preventative maintenance activities,
- Emergency maintenance activities, and
- Predictive maintenance activities.

Critical Assumptions:

- The Scope associated with this task is to create the IMS Plan and the User Guide. This includes documenting the procedures, processes, and protocols that are currently in place, or could be put in place to best integrate data, processes, reporting, and the information systems to support management, operations, and maintenance. It does not include the implementation of building reports, creation of new data, or systems integration. However, a block of hours has been established to help build reports and system integration needs in Task 3: "Provide WASD Implementation Assistance on CMOM Programs as Requested". These hours (or a portion thereof) could be used to support this task if WASD requests this assistance. A more detailed scope to complete this would be required to perform this implementation assistance task.
- Primary data and systems that will be reviewed in detail and used to create the plan include
 - Infor EAMS
 - ESRI GIS
 - Hydraulic Model
- Secondary data and systems that will be reviewed include
 - SCADA
 - Prolance – Project Control and Tracking
 - Peoplesoft - ERP

Deliverable(s):

- Draft IMS Program and User Guide (internal review document)
- Final Draft IMS Program (submittal to EPA)
- Response to EPA comments on Final Draft IMS Program
- Final/EPA-Approved IMS Program

Schedule:

- Submittal of draft IMS Program to WASD for review and comment – November 6, 2015
- Final Draft IMS Program submittal to EPA – December 6, 2015
- Response to EPA comments on Final Draft IMS Program – within three (3) weeks of receipt of EPA comments
- Prepare Final/EPA-Approved IMS Program - within four (4) weeks of receipt of EPA comments

Task 2.3 - Implementation of a Geographic Information System ("GIS") Map of Entire Wastewater Collection and Transmission Systems (WCTS)

The Consultant will evaluate updating the existing GIS database and streamlining data entry and maintenance procedures. New, updated, and continuing training courses will be established to reflect any recommended revisions to data entry and maintenance procedures. Distribution of training more broadly across all potential County users will be devised. Where necessary, cross-training with the IMS Program will be provided to ensure full-integration of the systems' capabilities. At a minimum, the DOLFIN II system will be used to facilitate widespread access to the GIS source data to remote staff, and appropriate initial and continuing training programs will be developed for these users.

The Consultant recognizes that the following data sources are the minimum requirements for the update of the GIS: as-builts; active as-builts supplemental information system ("AASIS") forms, and new and corrected asset attribute data.

The Consultant will provide support and coordinate with others responsible for developing the following:

- Streamlining processes of data entry for new assets,
- Simplification of the AASIS process to facilitate wider use, and
- A rational and simplified "flagging process" for damage investigators to note GIS inaccuracies which establishes timely review and resolution procedures to correct inaccuracies, one which minimizes the requirement for users to decide upon a data attribute to choose as "most accurate", and, at a minimum has the goal of eliminating construction related breaks due to inaccurate GIS data.

The Consultant will devise a "user-friendly" interface between the existing or new WCTS hydraulic computer model, as appropriate, and the GIS database.

The updated GIS Program will establish/revise existing program(s), with milestones and schedules acceptable to WASD and the Consent Decree PMCM consultant, to systematically determine elevations of all manhole rim elevations, sewer inverts at connections to manholes and pump stations.

Critical Assumptions:

1. Consent Decree, item VI. 19. (c) (x) (A), "update GIS database to include all as-builts and Active As-built Supplemental Information System forms, including new and corrected asset attribute data", is being completed by the Consultant under another contract, E13-WASD-07, Agreement number 104WPI001, and thus no fee has been duplicated as part of this contract.
2. Consent Decree, Item VI. 19. (c) (x) (B), "streamlining of the GIS data entry process for new assets, including electronic as-built data and necessary standards, so that all new assets are added to the GIS system within ninety (90) calendar days of their activation in the field; this also includes the development of a system to interface with the Miami-Dade Wastewater Collection and Transmission System (WCTS) hydraulic computer model, so that the information can be efficiently exported to the WCTS hydraulic computer model",
 - a. The underlined portion is expected to be completed by the Consultant under another contract, E13-WASD-07, Agreement number 104WPI001, and thus no fee has been duplicated as part of this contract.
 - b. For developing a system to interface the hydraulic model with the GIS, no more than five (5) one-day interview meetings will be completed.
 - c. Change to the GIS and the hydraulic model to allow for their integration will be performed by WASD staff, and not made by the Consultant.
 - d. Actual testing of the integrated systems will be completed by WASD staff, and not done by the Consultant.
 - e. Consent Decree, Item VI. 19. (c) (x) (C), "simplification of the AASIS process to facilitate wider usage", is expected to be completed by Woolpert under another contract, E13-WASD-07, Agreement number 104WPI001, and thus no fee has been duplicated as part of this contract.
 - f. Consent Decree, Item VI. 19. (c) (x) (D), "development of a "flagging process" for damage investigators to note GIS inaccuracies", is expected to be completed by Woolpert under another contract, E13-WASD-07, Agreement number 104WPI001, and thus no fee has been duplicated as part of this contract.
3. Consent Decree, Item VI. 19. (c) (x) (E), "Provision for additional GIS training and refresher training":
 - a. WASD will be creating a DOLPHIN3 in-house over the next year as the sewer backlog is completed. Following that development, the Consultant will plan new, re-occurring training to assist with GIS understanding for staff within WASD.
 - b. Training will be limited to one-half day (4 hours), conducted monthly, for three and a half (3.5) years.
4. Consent Decree, item VI. 19. (c) (x) (F), "use of Dade On-Line Facilities Information Network, version II ("DOLFIN II") to facilitate more widespread access to GIS resources to remote staff":
 - a. WASD will be creating a DOLPHIN3 in-house over the next year as the sewer backlog is completed. Training provided under item VI. 19. (c) (x) (E) will be sufficient to meet this requirement, so no additional fees are estimated for this task requirement.

5. Consent Decree, Item VI. 19. (c) (x) (G), "determination via suitable as-built drawings, or GPS or traditional surveying field measurements, of all manhole rim elevations and sewer inverts at connections to manholes and Pump Stations, and their inclusion into GIS":
 - a. Scope includes determining the best systematic approach for collecting sewer manhole elevations and sewer inverts (not the implementation of updating these values to the GIS). This includes an overall review of sample documentation and datasets to assess the completeness and accuracy of these values in existing documentation. Three months of field data collection (one field crew) will be provided to assess the amount of field work required for this effort. Field work will be performed to gather information so that proper comparisons can be made with existing data sets to determine accuracy and reliability of existing source information. Data collection will also be used to determine production rates for future forecasting. It is not intended that this fieldwork will complete all required data collection for the system. Task 3 could be used to facilitate a much greater field effort if existing data sets are found to be not suitable for manhole rim elevations and sewer inverts.

Deliverable(s):

- Project Management Plan (PMP) as it relates to the Implementation of a GIS Map, more specifically with respect to:
 - Consent Decree Item VI. 19. (c) (x) (B), the development of an interface between the GIS and hydraulic computer model
 - Consent Decree, Item VI. 19. (c) (x) (E), GIS training and refresher training
 - Consent Decree Item VI. 19. (c) (x) (G), the determination of manhole rim elevations and pipe inverts
- Consent Decree Item VI. 19. (c) (x) (B), the development of an interface between the GIS and hydraulic computer model, deliverables will include:
 - PMP will outline a list of defined deliverables, task schedule, and kick-off meeting notes
 - Interviews and meetings with WASD to build integration plan
 - Draft report of findings, and integration plan
 - Testing of system integration
 - Final report of findings, and integration plan
- Consent Decree, Item VI. 19. (c) (x) (E), GIS training and refresher training, deliverables will include:
 - PMP will outline a list of defined deliverables, task schedule, and kick-off meeting notes
 - Interviews and meetings with WASD to build training program
 - Draft report of findings, and training program
 - Training presentations, demos, videos, and training guides
 - Training sessions (four hours in duration) conducted monthly for 3.5 years
 - Final task documentation
- Consent Decree Item VI. 19. (c) (x) (G), the determination of manhole rim elevations and pipe inverts, deliverables will include:
 - PMP will outline a list of defined deliverables, task schedule, and kick-off meeting notes
 - Report: GIS Data Development Plan. Plan will be created to systematically determine manhole rim elevations and sewer inverts, including schedule, milestones, estimated costs, QA/QC procedures
 - Nine (9) months of field data collection (one field crew) to both verify existing GIS and other source data, and to gather data for plan projections

- Submission of GIS Implementation Project Management Plan – Six (6) months following Notice To Proceed
- Submittal of final hydraulic model / GIS integration report – December, 2016.
- Submission of training presentations, demos, video's and training guides – Eighteen (18) months following Notice To Proceed
- Submission of GIS Data Development Plan – twelve (12) months following Notice To Proceed

Task 2.4 - Sewer System Asset Management Program

The Consultant will develop an asset management program which maintains the desired level of service (LOS) for the WCTS considering affordability of related life cycles costs. In concert with other programs and consultants, the Consultant will provide support and coordinate with those primarily responsible for conducting the current conditions assessment of all Miami-Dade WCTS components.

The Consultant will work with other program participants to establish the minimally acceptable LOS and the desired LOS for the WCTS. Based upon the conditions assessment, the Consultant will identify Critical Assets within the WCTS. The Consultant will investigate and provide recommendations for actions exploring establishing a long-term funding plan.

For the long-term funding plan, the Consultant will review potential sources of revenue, develop a decision support matrix for ranking potential sources based on criteria which include, but are not limited to:

- desirability
- sustainability
- viability (likelihood of source being selected)
- availability
- long-term costs (relative debt service characteristics)

Critical Assumptions:

- The Consultant will provide support of condition assessment for up to 180 days for the first year. Additional condition assessment assistance can be facilitated through Task 3 activities.

Deliverable(s):

- Draft Asset Management Plan (internal review document)
- Final Draft Asset Management Plan (submittal to EPA)
- Response to EPA comments on Final Draft Asset Management Plan
- Final/EPA-Approved Asset Management Plan

Schedule:

- Submittal of draft Asset Management Plan for review and comment – September 4, 2015.
- Final Draft Asset Management Plan submittal to EPA – October 6, 2015
- Response to EPA comments on Final Draft Asset Management Plan – within three (3) weeks of receipt of EPA comments
- Prepare Final/EPA-Approved Asset Management Plan - within four (4) weeks of receipt of EPA comments

Task 2.5 - Develop a Pump Station Operations and Preventative Maintenance Program

The Consultant will develop a Pump Station Operations and Preventative Maintenance Program, integrated with the IMS and GIS programs, to facilitate proper operation and maintenance of the pump stations. The minimum requirements of this program include, but are not limited to, the following:

- Identification and analysis of existing Standard Operating Procedures (SOPs) to facilitate communication of data received from pump stations to field crews and supervisory staff,
- Modification of existing or development of new SOPs to facilitate integrated communication of data received from pump stations to field crews and supervisory staff through the IMS and GIS Programs,
- Technical specifications of each pump station within the WCTS,
- Description of each pump station's monitoring system, and
- Written preventative operation and maintenance schedules and procedures, to include:
 - Periodic service and calibration of instrumentation, i.e. flow meters, liquid level sensors, alarm systems, elapsed time meters, and remote monitoring equipment,
 - Predictive (including non-physical inspections) and/or physical inspection and service for all pump stations, to enable collection, tracking, and extrapolation of life-cycle wear and tear data, which include, but is not limited to:
 - Performing vibration analysis of rotating equipment,
 - Performing thermographic analysis of rotating equipment and electrical components,
 - Reading, recording, and maintaining records of information from elapsed time meters and pump start counters,
 - Observing and documenting wet well conditions, including grease and/or debris accumulation,
 - Checking and re-setting wet well pumping point, e.g. Floats,
 - Checking, recording and maintaining records of system,
 - Pressure(s),
 - Checking SCADA and/or alarm components,
 - Checking stand-by power sources,
 - Performing oil sample analyses,
 - Checking motor electrical system, i.e. line voltage on each leg -quarterly, current draw on each leg - quarterly, and resistance of windings on each leg - quarterly, and
 - Identification of maintenance needs
 - Develop enhancements and updates to existing written standard emergency/reactive operations and maintenance procedures
 - Criteria used to determine the need for emergency operations and maintenance,
 - Initiation/use of stand-by power, e.g. portable generators,
 - Initiation/use of portable pump, e.g. Bypass/pump-around operations,
 - Evaluation of need for on-site standby power, e.g. on-site generator and/or second electrical feed from the power grid, for each pump station, and
 - Establish standard forms, reporting procedures and performance measures for emergency/reactive operations and maintenance.
 - Inventory management system, which includes, at a minimum:
 - A list and inventory of critical equipment and critical spare parts,
 - A list of where critical spare parts and equipment are stored or can be obtained, i.e. vendors,
 - Written procedures for updating critical spare parts and equipment in the IMS;
 - Reports which list equipment problems and status of work orders generated during the previous month, and
 - Identify staffing and funding plans required for operation and maintenance activities required.

Critical Assumptions:

- The majority of technical specifications, documentation, and procedures for the above mentioned documents already exists, and that the effort associated with this task is to update these documents. The only new SOP's to be built are to facilitate integrated communication of data received from pump stations to field crews and supervisory staff through the IMS and GIS Programs.
- Reports will be developed in EAMS that list equipment problems and status of work orders generated during the previous month. Critical spare parts will be updated for pump stations in EAMS. Any additional reporting, data, or system integration needs can be accomplished through Task 3.

Deliverable(s):

- Draft Pump Station Operations and Preventative Maintenance Program (internal review document)
- Final Draft Pump Station Operations and Preventative Maintenance Program (submittal to EPA)
- Response to EPA comments on Final Draft Pump Station Operations and Preventative Maintenance Program
- Final/EPA-Approved Pump Station Operations and Preventative Maintenance Program

Schedule:

- Submittal of draft Pump Station Operations and Preventative Maintenance Program to WASD for review and comment – March 2, 2015
- Final Draft Pump Station Operations and Preventative Maintenance Program submittal to EPA – April 6, 2015
- Response to EPA comments on Final Draft Pump Station Operations and Preventative Maintenance Program – within three (3) weeks of receipt of EPA comments
- Prepare Final/EPA-Approved Pump Station Operations and Preventative Maintenance Program - within four (4) weeks of receipt of EPA comments

Task 2.6 Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program

The Consultant will prepare the Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program, integrated, as applicable, with the Gravity Sewer System Operation and Maintenance Program (GSSOMP), IMS, and GIS programs. The objective of the program is to facilitate proper operation and maintenance of the pump stations, which in turn will also allow for proper operation and maintenance activities associated with Force Mains within the WCTS.

The program will include an assessment of force mains; a schedule for the maintenance of easements; a staffing and funding plan; inventory management system integrated with the IMS program; and reporting. Inspection of force main easements will be conducted by others.

The force main assessment will include a detailed conditions assessment. In addition, the force mains assessment will provide an evaluation of potential sulfide and corrosion control options, and a summary report of findings including a recommendation of preferred sulfide and corrosion control methods.

Based on the inspection of force main easement report performed and prepared by others, the Consultant will develop an initial and ongoing schedule for the maintenance of easements, which will be integrated with the

IMS Program. To complement the maintenance schedule, the Consultant will develop a staffing and funding plan. This plan will be sufficient in structure, skills, numbers, and funding to allow for ongoing successful completion of the scheduled activities.

The inventory management system will integrate with the IMS program and contain:

- A list of critical equipment and critical spare parts,
- A list of where critical spare parts and critical equipment may be secured to allow repairs in a reasonable amount of time for those spare parts and critical equipment that are not stored by Miami-Dade
- Written procedures for updating the critical spare parts and equipment inventories in the IMS

The Consultant will develop a monthly equipment and inventory reporting system, maintained and controlled in the IMS program. The reports will list equipment problems and the status of work orders generated during the prior month.

Critical Assumptions:

- The force main assessment will include a conditions assessment to be performed by the Consultant. This scope of services includes up to 180 days of field inspection with 2 field crew members to be completed in the first year to assist WASD complete this condition assessment. Additional conditional assessment above and beyond can be accomplished via Task 3.
- Hours have been allocated to enable the Consultant to use the EAM's Preventive Maintenance functionality (standard configurations) to help create the easement maintenance schedules, equipment problems, status of works orders, and to update the critical spare parts for force mains.

Deliverable(s):

- Draft Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program (internal review document)
- Final Draft Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program (submittal to EPA)
- Response to EPA comments on Final Draft Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program
- Final/EPA-Approved Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program

Schedule:

- Submittal of draft Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program to WASD for review and comment – July 1, 2015
- Final Draft Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program submittal to EPA – August 6, 2015
- Response to EPA comments on Final Draft Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program – within three (3) weeks of receipt of EPA comments
- Prepare Final/EPA-Approved Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program - within four (4) weeks of receipt of EPA comments

Force Main Criticality Assessment and Prioritization Report

After approval of the Force Main Operations, Preventative Maintenance, and Assessment/Rehabilitation Program parameters by WASD, the Consent Decree PMCM consultant, FDEP, and EPA, the Consultant will complete the Force Main Criticality Assessment and Prioritization Report. The Report will summarize the results of the Consultant's criticality assessment of the structural integrity of WASD's force mains, other previous assessments or investigations, and the risk of force main critical failure. It will include the results of the Consultant's force main prioritization for further assessment and/or rehabilitation/replacement of Force Mains, including a prioritized schedule for implementation of the Force Main Assessment Program.

The criticality assessment and prioritization will be integrated with the IMS Program and will consider the following characteristics:

- Structural integrity,
- Size (e.g. gallons per day capacity and/or pipe diameter),
- Age,
- Pipe material,
- Length,
- Availability of alternate and suitable WCTS transmission capabilities in the event of failure,
- Operating pressure during peak flow events, and
- Availability of replacement pipe in the case of failure.

The criticality assessment will be used to prioritize force mains for further assessment and or rehabilitation/replacement in accordance with the requirements set forth below.

Critical Assumptions:

- Data required for the Criticality assessment is currently available in the WASD GIS or EAMS. Condition assessment data findings from above will also be used. No creation of new data or GIS attribution updates will be required.
- Operating pressures during peak flow events will be provided by WASD. No individual pressure monitoring will be done by the Consultant. This could be accomplished in Task 3 if desired.

Deliverable(s):

- Draft Force Main Criticality Assessment and Prioritization Report including Force Main Assessment Program (internal review document)
- Final Draft Force Main Criticality Assessment and Prioritization Report including Force Main Assessment Program (submittal to EPA)
- Response to EPA comments on Final Draft Force Main Criticality Assessment and Prioritization Report
- Final/EPA-Approved Force Main Criticality Assessment and Prioritization Report

Schedule:

- Submittal of draft Force Main Criticality Assessment and Prioritization Report to WASD for review and comment – within 8 months after EPA approval of the Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program

- Final Draft Force Main Criticality Assessment and Prioritization Report submittal to EPA – within 9 months after EPA approval of the Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program
- Response to EPA comments on Final Draft Force Main Criticality Assessment and Prioritization Report – within three (3) of receipt of EPA comments
- Prepare Final/EPA-Approved Force Main Criticality Assessment and Prioritization Report - within four (4) weeks of receipt of EPA comments

Force Main Assessment Program

The Consultant will prepare the Force Main Assessment Program concurrently with the Force Main Criticality Assessment and Prioritization Report. Components of the Force Main Assessment Program will include:

- Standard procedures and schedules for continual above-ground assessment of the route(s) of each Force Main in the WCTS, and will include standard forms, controlled and maintained by the IMS Program, for the visual assessment of Force Main routes and ground level conditions that may show structural issues with the Force Main below ground,
- Standard procedures and schedules for continual assessment of the route(s) of each Force Main in the WCTS where it crosses a surface water body and/or drainage way, and shall include standard forms, controlled and maintained by the IMS Program, for the visual assessment of Force Main routes and above ground conditions that may show structural or leakage issues with the Force Main where it crosses a surface water body and/or drainage way,
- Standard procedures and schedules for inspecting and identifying Force Mains that are either corroded or at risk of corrosion, and shall include a system, controlled and maintained by the IMS Program, for prioritizing repair of corrosion defects, corrosion identification forms,
- Standard procedures and schedules, controlled and maintained by the IMS Program, for monitoring all existing cathodic protection measures on existing Force Mains, as well as detailed cathodic protection requirements for any newly installed Force Mains,
- Standard procedures and schedules, controlled and maintained by the IMS Program, for implementing acoustic monitoring of the Force Mains, and shall include leak detection, acoustic monitoring, and Sonar or Ultrasonic monitoring for pipe defect analysis,
- Criteria, controlled and maintained by the IMS Program, for use of ground-penetrating radar to determine leaks, Force Main bedding conditions and/or Force Main bedding voids, and
- Assessment of the feasibility of installation of parallel Force Mains in the case of emergency repairs of those Force Mains determined by Miami-Dade to be highly critical.

The Consultant will support implementation of the Force Main Assessment Program in accordance with the schedule set forth in the Force Main Criticality Assessment and Prioritization Report.

Critical Assumptions:

- The majority of technical specifications, documentation, and procedures for the above mentioned documents already exists, and that the effort associated with this task is to update these documents not create them in their entirety. All 15 steps of our approach would not be necessary to complete the majority of the documentation for this task.

Deliverable(s):

- See Force Main Criticality Assessment and Prioritization Report

Schedule:

- Implement Force Main Assessment Program in accordance with schedule set forth in the Force Main Criticality Assessment and Prioritization Report
- All force mains will be assessed on or before 60 months from approval by EPA of the Force Main Criticality Assessment and Prioritization Report

Force Main Rehabilitation/Replacement Program

The Consultant will develop the Force Main Rehabilitation/Replacement Program including the following:

- Standard procedures for repairing each Force Main in the WCTS that is deemed to be in need of repair pursuant to the Force Main Criticality Assessment and Prioritization Report and/or Force Main Assessment Program and shall be controlled and maintained by the IMS Program,
- Standard procedures for rehabilitating each Force Main in the WCTS that is deemed to be in need of rehabilitation pursuant to the Force Main Criticality Assessment and Prioritization Report and/or Force Main Assessment Program and shall be controlled and maintained by the IMS Program, and
- Standard procedures for replacing each Force Main in the WCTS that is deemed to be in need of replacement pursuant to the Force Main Criticality Assessment and Prioritization Report and/or Force Main Assessment Program and shall be controlled and maintained by the IMS Program.

The Consultant will prepare Force Main Rehabilitation/Replacement Program Final Report summarizing the implementation of the Program.

Critical Assumptions:

- The majority of technical specifications, documentation, and procedures for the above mentioned documents already exists, and that the effort associated with this task is to update these documents not create them in their entirety. All 15 steps of our approach would not be necessary to complete the majority of the documentation for this task.
- Hours have been allocated to enable the Consultant to use EAM's to help create the reports for repairing, rehabilitating, or replacing force mains. Complex custom reporting needs are not included, but could be developed using Task 3 additional assistance.

Deliverable(s):

Force Main Rehabilitation/Replacement Program:

- Draft Force Main Rehabilitation/Replacement Program (internal review document)
- Final Draft Force Main Rehabilitation/Replacement Program (submittal to EPA)
- Response to EPA comments on Final Draft Force Main Rehabilitation/Replacement Program
- Final/EPA-Approved Force Main Rehabilitation/Replacement Program

Force Main Rehabilitation/Replacement Program Final Report:

- Draft Force Main Rehabilitation/Replacement Program Final Report (internal review document)
- Final Force Main Rehabilitation/Replacement Program Final Report (submittal to EPA)

Schedule:

Force Main Rehabilitation/Replacement Program

- Submittal of draft Force Main Rehabilitation/Replacement Program to WASD for review and comment – November 6, 2015
- Final Draft Force Main Rehabilitation/Replacement Program submittal to EPA – December 6, 2015
- Response to EPA comments on Final Draft Force Main Rehabilitation/Replacement Program – within three (3) weeks of receipt of EPA comments
- Prepare Final/EPA-Approved Force Main Rehabilitation/Replacement Program - within four (4) weeks of receipt of EPA comments
- All force mains to be repaired, rehabilitated or replaced pursuant to the Force Main Assessment Program on or before 60 months after completion of condition assessment

Force Main Rehabilitation/Replacement Program Final Report

- Submittal of draft Force Main Rehabilitation/Replacement Program Final Report to WASD for review and comment – within 2 months of completion of all work
- Final Force Main Rehabilitation/Replacement Program Final Report (submittal to EPA) – within 3 months of completion of all work

Task 2.7 - Wastewater Treatment Plant (WWTP) Operations and Maintenance Program

The Consultant will develop a WWTP Operations and Maintenance Program to facilitate proper operation, maintenance, and equipment replacement activities associated with WASD's three WWTPs. The Consultant, concurrently with the development of operation and maintenance activities, will develop:

- Preventative maintenance schedules to protect existing and new equipment,
- Inventory of spare parts:
 - Program to ensure critical spare parts are accessible when needed; and
 - Spare parts inventory control system.

In addition to the above, the Consultant will develop a staffing and funding plan.

The Consultant will integrate the WWTP Operations and Maintenance Program with the IMS and GIS Programs providing the capability of scheduling and tracking preventative and reactive maintenance. The minimum requirements of this Program for purposes of Consent Decree compliance include the following:

- Identification and analysis of existing Standard Operating Procedures (SOPs) to facilitate communication of data received from areas of the WWTPs to maintenance crews and supervisory staff,
- Modification of existing or development of new SOPs to facilitate integrated communication of data received from the WWTPs to field crews and supervisory staff through the IMS and GIS Programs,
- Technical specifications of each system within the WWTPs,
- Description of each system's monitoring system, and
- Written preventative operation and maintenance schedules and procedures, to include:
 - Periodic service and calibration of instrumentation, i.e. flow meters, liquid level sensors, alarm systems, elapsed time meters, and monitoring equipment,

- Predictive (including non-physical inspections) and/or physical inspection and service for all WWTP sub-systems, to enable collection, tracking, and extrapolation of life-cycle wear and tear data, which include, but is not limited to:
 - Performing vibration analysis of rotating equipment,
 - Performing thermographic analysis of rotating equipment and electrical components,
 - Reading, recording, and maintaining records of information from elapsed time meters and equipment starts counters,
 - Observing and documenting systems conditions, including grease and/or debris accumulation,
 - Checking and re-setting systems' operational and alarm level set points;
 - Checking, recording and maintaining records of systems,
 - Pressure(s),
 - Checking SCADA and/or alarm components,
 - Checking stand-by power sources,
 - Performing oil sample analyses or other equipment conditions indicator sampling (where applicable),
 - Checking motor electrical system, i.e. Line voltage on each leg quarterly, current draw on each leg quarterly, and resistance of windings on each leg quarterly, and
 - Identification of maintenance needs,
- Develop enhancements and updates to existing written standard emergency/reactive operations and maintenance procedures:
 - Criteria used to determine the need for emergency operations and maintenance,
 - Initiation/use of stand-by power, e.g. Auxiliary power generation and/or portable generators,
 - Initiation/use of portable pump, e.g. Bypass/pump-around operations,
 - Evaluation of need for on-site standby power, e.g. On-site generator and/or additional redundancy in electrical feed from the power grid, and
 - Establish standard forms, reporting procedures and performance measures for emergency/reactive operations and maintenance.
- Inventory management system, which includes, at a minimum:
 - A list and inventory of critical equipment and critical spare parts,
 - A list of where critical spare parts and equipment is stored or can be obtained, i.e. Vendors,
 - Written procedures for updating critical spare parts and equipment in the EAMS, and
 - Reports which list equipment problems and status of work orders generated during the previous month, and
- Identify staffing and funding plans required for operation and maintenance activities required.

The WWTP Operations and Maintenance Program will include prioritization of WWTP equipment as critical, semi-critical or noncritical based upon an evaluation of the impacts of the loss of use or failure of each piece of WWTP equipment:

- In-plant raw sewage conveyance, including, but not limited to, raw sewage transmission pipes, flow meters and valves,
- Pretreatment screening, including, but not limited to, bar screen equipment, perforated plate screen equipment, concrete channels and structures, and screening collection, compaction and conveyance equipment,

- Influent grit chamber equipment, including but not limited to, aeration equipment and physical grit removal equipment,
- Primary clarifiers, including, but not limited to, concrete tank and structures, scum skimmer equipment, sludge collection mechanism and equipment, covers, ventilation systems, and primary sludge pumping systems,
- Aeration/oxygenation tank equipment, including but not limited to, motors, aeration blades, effluent trough screens, effluent trough air diffusion equipment and oxygen generation equipment,
- Final settling tank equipment, including, but not limited to, scum skimmer equipment, sludge collection mechanism and equipment, covers, ventilation systems, effluent weirs, and concrete tank and structures,
- Return activated sludge ("RAS") equipment, including but not limited to, pump control equipment, RAS pumps and physical equipment,
- Sludge thickener and digester equipment, including but not limited to, sludge digester tanks/covers, gas and sludge mixers, heat exchangers and internal pumps,
- Sludge dewatering, including, but not limited to, centrifuge equipment, polymer systems, concentrate handling and on-site sludge hauling and transferring vehicles,
- Effluent disinfection, including, but not limited to, chlorine gas equipment, bulk hypochlorite solution storage, on-site hypochlorite generation equipment, and chlorine solution dosage and distribution equipment,
- Chlorine contact chamber, including, but not limited to, concrete tank, diffuser and structures,
- Effluent disposal, including, but not limited to, effluent pumping equipment, effluent wet well, effluent surge tank, effluent outfalls and diffusers, effluent deep injection wells, industrial and public reuse treatment and distribution equipment,
- Yard piping, including, but not limited to, pipes, flow metering and valves,
- Odor control systems, including, but not limited to, air scrubbing towers, blower equipment and duct work, and chemical storage and metering equipment,
- Tertiary treatment, including, but not limited to, screw pump equipment, flocculation tanks, polymer system, and deep bed sand filter equipment,
- Biosolids handling, including, but not limited to, sludge drying beds, composting equipment, and biosolids handling heavy equipment,
- Septage, fats, oils, and grease receiving facility, including, but not limited to, septic truck receiving station equipment, septage screening equipment, and solids/ liquid/scum separation equipment,
- Laboratory, training and administration facilities,
- ferric salts dosing facilities, and
- WWTP electrical equipment, including, but not limited to, motor control centers, remote telemetry units, metering, SCADA equipment, electrical conduit, electrical breakers, on-site emergency generators, biogas conveyance, biogas condition systems, methane storage spheres, and combined heat and power co-generation equipment.

The Consultant will develop a schedule for preventative maintenance activities such as grit chamber equipment maintenance, aeration tank equipment maintenance, final settling tank equipment maintenance, sludge thickener and digester equipment maintenance, electrical equipment maintenance, pump maintenance, mechanical maintenance, physical maintenance, and other maintenance activities as needed at WASD's WWTPs.

The maintenance IMS, will be integrated with the IMS Program and GIS Program, and will have the capability of scheduling and tracking both preventative and reactive maintenance activities. As part of the maintenance information system or as a separate component of the integrated IMS Program, the Consultant will develop an

Inventory control system. It will include an inventory of spare parts. The Consultant will identify which critical spare parts are maintained in inventory and provide a schedule to purchase critical spare parts that are not in inventory. It will have the capability of tracking spare parts use and inventory, as well as generating inventory replenishment needs reports.

The staffing and funding plan will be sufficient in structure, skills, numbers, and funding to allow completion of the WWTP operation and maintenance activities required by the WWTP Operations and Maintenance Program. The staffing and funding plan shall integrate with the IMS Program to allow a holistic view of WASD's staffing and funding needs across the WWTP, the WCTS, accounting, and customer service divisions.

Finally, the Consultant will develop a proactive control program for hauled wasteloads to the WWTPs. The control program will include:

- Hauled wasteload receiving station(s) that allow the control of flow and loadings from a wasteload into the WWTP, and
- Communication, data collection, documentation, and other standard operating procedures to effectively determine, prior to acceptance of a wasteload into the WWTP:
 - The sources of an individual domestic or non-domestic wasteload,
 - The pollutant characteristics of an individual wasteload, and
 - The compliance of an individual wasteload with applicable federal and local standards and requirements.

This proactive control system will be integrated with the IMS Program and GIS Program.

Critical Assumptions:

- The Consultant is not charged with preparing electronic Operation and Maintenance Manuals
- WASD staff at each WWTP will be made readily available, within reason, for interviews and discussions with the Consultant and hosting site inspections for the Consultant in order to meet the aggressive schedule below
- Available historical maintenance records and vendor equipment manuals will be made available to the Consultant in a timely fashion upon request
- Asset inventory exists
- Prioritization of the WWTP equipment which will be based on criticality ranking is considered initiating with inspections and proceeding to completion of the evaluation and ranking. Criticality ratings already assigned at the asset level, but will require a re-evaluation:
 - Including implementation of Infor's reliability module,
 - Criticality ratings will directly affect identification of critical spares,
 - End result should be a work order priority system and reporting of KPI's or performance metrics.
- EAMs software is in place, but alignment with business process and actual work flows require assessment.
- Infor's Reliability Module must be purchased from INFOR – the software fee is included in price. On-going maintenance fees and configuration is not included in the price. This could be done under task 3.0.
- PM System (Module) was migrated from legacy system (Cassworks). Strong probability that does not meet industry standards or Original Equipment Manufacturers recommendations:

- Due diligence requires database (backend) assessment of PM case history
- Budget included for revisions and implementation into EAM
- Budget has been included for implementing coordination of systems
- Spare Parts are identified and an inventory exists.
 - Central storeroom well organized and is reported to be working well in EAM
 - Critical spares not identified
 - Vendor manuals and contacts available
 - EAM Work Management functionality will be used with no customizations or Flex SQL enhancements. EAM Work Management configuration may be modified to add new fields and / or values to existing drop-down lists (particularly to PFAC codes) to support the reporting requirements. Cognos reports will be created using only data existing in the EAMS database. No new system's data will be brought into the Infor EAM Cognos reporting environment to support the reports.
- SCADA and EAM integration will include:
 - Develop integration strategy with description of each system's monitoring system
 - Integrate Standard Operating Guidance documents into HMI screens
 - Develop PM based on equipment run times
 - Develop Work Request triggers based on SCADA Alarms
- Additional complex integration could be done under Task 3.0 "additional services".

Deliverable(s):

- Draft Wastewater Treatment Plant (WWTP) Operations and Maintenance Program (internal review document)
- Final Draft WWTP Operations and Maintenance Program (submittal to EPA)
- Response to EPA comments on Final Draft WWTP Operations and Maintenance Program
- Final/EPA-Approved WWTP Operations and Maintenance Program

Schedule:

- Submittal of draft WWTP Operations and Maintenance Program to WASD for review and comment – March 2, 2015
- Final Draft WWTP Operations and Maintenance Program submittal to EPA – April 6, 2015
- Response to EPA comments on Final Draft WWTP Operations and Maintenance Program – within three (3) weeks of receipt of EPA comments
- Prepare Final/EPA-Approved WWTP Operations and Maintenance Program - within four (4) weeks of receipt of EPA comments

Task 3 - Provide MDWASD Implementation Assistance on CMOM Programs as Requested

The Consultant will provide implementation assistance as requested by WASD on CMOM Program plans approved by EPA and FDEP. This assistance will include implementation with the approved GSSOMP plan prepared by others. The specific Scope of Services to be covered under this item shall be determined after WASD receives EPA and FDEP approval of the respective CMOM Programs and/or WASD identifies a

business need or regulatory requirement that needs additional assistance during or after the development of these programs.

For the purpose of this scope, the Consultant has established a block of hours across multiple labor categories to provide this assistance as requested. These hours will be re-allocated with new scopes and fees once the specifics of the assistance is provided to the Consultant — hours above the entire block established would require additional compensation. Services that could be provided under this task include, but are not limited to:

- Project management
- Consulting
- Data development
- Application Development (EAM, IMS, GIS, SCADA, etc.)
- Systems Integration (EAM, IMS, GIS, SCADA, etc.)
- Compliance efforts
- Engineering and Design
- Documentation and Report writing
- Staffing
- Training
- Other

Critical Assumptions:

- Work to be completed under this task will require a more specific scope and fee approved by both WASD and the Consultant

Deliverable(s):

- To be determined

Schedule:

- To be determined



Small Business Development Division
Project Worksheet

Project/Contract Title: CAPACITY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES RELATED TO THE CONSENT DECREE PROJECTS **Received Date:** 10/14/2013
Project/Contract No: E13-WASD-06 **Funding Source:**
Department: WATER & SEWER DEPARTMENT **OPERATING REVENUES** **Resubmittal Date(s):**
Estimated Cost of Project/Bid: \$0.00
Description of Project/Bid: To establish a professional services agreement requiring services from a qualified consultant for capacity management, operation, and maintenance services (CMM) related to the Consent Decree Projects. The consultant shall work closely with WASD to review, modify and develop a number of plans and programs as required by the Consent Decree.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CBE	32.00%

Reasons for Recommendation

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

Based on the responses to a "Verification of Availability", SBD-RER concurs with the 32% 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; 1501-Surveying And Mapping-Land Surveying

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		10.00%	
SURVEYING AND MAPPING-LAND SURVEYING	CBE		2.00%	
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT	CBE		10.00%	
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACILI	CBE		10.00%	
Total			32.00%	

Living Wages: YES NO

Responsible Wages: YES NO

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	 SBD Director		Date



Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect</u> <u>Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
WS	E13-WASD-07 WO: 1	PSA	WOOLPERT, INC.	11/24/2014	Jose L. Lopez	Interim	4.0

Evaluation Count: 1 Contractors: 1 Average Evaluation: 4.0





Department of Small Business Development
A&E Firm History Report

From: 10/29/2009 To: 10/29/2014

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

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
ED9-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	GOALCBE 20%	06/04/2013	\$999,979.55
GEOGRAPHIC INFORMATION SYSTEM SERVICES					
_____ \$999,979.55					
44	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-DE-002-DERM	1	PE	NO MEASURE	02/09/2014	\$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					



Department of Small Business Development
A&E Firm History Report

From: 10/29/2009 To: 10/29/2014

PRIMES

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

PROJECT #	CONTRACT	DISTR.	MEASURES	AWARD DATE	AWARD AMOUNT
E13-WASD-07	1	MS	GOAL CBE 20%	07/15/2014	\$5,500,000.00
ENGINEERING SERVICES FOR GEOGRAPHIC INFORMATION SYSTEM UTILITY BACKGROUND REQUIRED FOR CONSENT DEGREE					
					\$5,500,000.00

Total Award Amount	\$11,855,535.10
Total Change Orders Approved by BGC	\$0.00

TABULATION SHEET

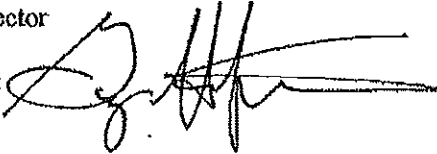
NAME OF FIRMS

FIRM NAME	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	AVERAGE	LOCAL/REFERRING RANGE	LOCAL/REFERRING RANKING	ORDINAL RANKING	LOCAL/REFERRING RANKING	FINAL RANK
	Manuel Monhoff, WASD	Daniel Edwards, WASD	Lana Moorey, PWW	Ernesto Beltré, MDAD	Karl Thompson, City of Weston							
1 Arcadis U.S., Inc. - LOCAL	49	48	42	39	50	208	42	28	55			
1A - Qualification of firms including team members associated to the project (Max. 50 points)	20	19	19	16	13	87	17	12	23			
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	13	12	18	18	83	17	12	25			
3A - Past Performance of the Firms (Max. 20 points)	4	5	5	4	3	21	4	3	5			
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	5	4	4	5	21	4	3	5			
5A - Ability of team members to interface with the County (Max. 5 points)	3	5	4	4	5	21	4	3	5			
Ordinal Scores	1	2	1	3	2							
Dropped Scores Highlighted in Blue												
Tie-Breaker (TB) No. 1, 2, 3, 4, 5, & 6 / Criteria (CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.												
2 Tetra Tech, Inc. - LOCAL	46	46	40	44	25	201	40	27	53			
1A - Qualification of firms including team members associated to the project (Max. 50 points)	18	18	17	18	10	81	16	11	22			
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	13	19	17	16	18	88	18	12	23			
3A - Past Performance of the Firms (Max. 20 points)	5	5	5	5	5	25	5	3	7			
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	4	5	22	4	3	6			
5A - Ability of team members to interface with the County (Max. 5 points)	4	5	4	4	5	22	4	3	6			
Ordinal Scores	2	3	2	2	3							
Dropped Scores Highlighted in Blue												
Tie-Breaker (TB) No. 1, 2, 3, 4, 5, & 6 / Criteria (CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.												
3 Woodgett, Inc. - LOCAL	47	49	40	49	45	230	46	31	61			
1A - Qualification of firms including team members associated to the project (Max. 50 points)	17	20	18	19	18	92	18	12	24			
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	19	17	16	18	87	17	12	23			
3A - Past Performance of the Firms (Max. 20 points)	3	4	3	3	3	14	3	2	4			
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	5	24	5	3	5			
5A - Ability of team members to interface with the County (Max. 5 points)	5	5	4	5	5	24	5	3	5			
Ordinal Scores	3	1	3	1	1							
X												
Tie-Breaker (TB) No. 1, 2, 3, 4, 5, & 6 / Criteria (CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.												

ISD Chairperson, Amelia M. Caccese-Jimenez

DATE: July 2, 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-06
Capacity Management, Operation, and Maintenance Services Related to The Consent Decree Projects

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 32% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Arcadis U.S., Inc. #1, Tetra Tech, Inc. #2, and Woolpert, Inc. #3, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

- | | |
|--------------------------|-----------|
| 1. Arcadis U.S., Inc. #1 | Compliant |
| 2. Tetra Tech, Inc. #2 | Compliant |
| 3. Woolpert, Inc. #3 | Compliant |

SUMMARY:

Arcadis U.S., Inc. #1 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant at 18%, Nova Consulting, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant at 15%, and Ross Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and W & S Sewer Systems-Major Water & Sewer Pumping Facilities at 3%. Arcadis U.S., Inc. is in compliance with the requirements of the CBE-A/E program.

Tetra Tech, Inc. #2 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms A.D.A. Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant at 17% and Milian, Swain & Associates, Inc. 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 15%. Tetra Tech, Inc. is in compliance with the requirements of the CBE-A/E program.

Woolpert, Inc. #3 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms BND Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and W & S Sewer Systems-Major Water & Sewer Pumping Facilities at 20%, Milian, Swain & Associates, Inc. to

Miriam Sliger
Compliance Memorandum
Project No. E13-WASD-06
July 2, 2014
Page 2

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 8%, and Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 4%. Woolpert, 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 June 1, 2014. Additionally, a review of the History of Violations Report as of June 27, 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: Faith Samuels, PM-ISD
Traci Adams-Parish, SBD-ISD
File

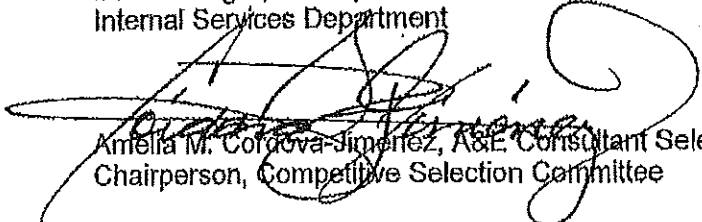
Memorandum



Date: August 18, 2014

To: Lester Sola, Director
Internal Services Department

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

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

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department (WASD)
Consulting Services Relating to Consent Decree's
Capacity Management, Operation and Maintenance Programs
ISD Project No. E13-WASD-06

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-06

Project Title: Consulting Services Relating to Consent Decree's Capacity Management, Operation and Maintenance Programs

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, making it among the largest water/wastewater utilities in the United States. At the May 21, 2013, Board of County Commissioners meeting, the Board approved the Consent Decree (CD) negotiated with the United States Environmental Protection Agency (EPA), the United States Department of Justice (DOJ) and the State of Florida Department of Environmental Protection (FDEP). The CD outlines the activities to be undertaken to reduce Sanitary Sewer Overflows (SSO's), exceedances of treated effluent limitations, and to ensure proper management, operation and maintenance practices. All capital improvement projects must be completed on or before fifteen (15) years from the date of lodging of the CD with the United States District Court. Many program requirements are required to be delivered within a certain time after the CD's "effective date" which is defined as the date the Court enters the CD or six (6) months after the date of lodging (June 6, 2013), whichever occurs first. WASD has developed and continues to develop programs that are consistent with the EPA guidance Manual on CMOM. WASD recognizes the need for a CMOM consultant which will work closely with WASD to review, modify and develop these programs as required by the CD. The Consultant shall be familiar with and comply with the requirements of the CD which is available for review at WASD's website at: <http://www.miamidade.gov/water/wastewater-improvement-projects.asp>.

The Consultant shall work closely with WASD to review, modify and develop the following plans and programs as required by the CD:

1. Sewer Overflow Response Plan;
2. Information Management System Program;
3. Implementation of a Geographic Information System (GIS);
4. Sewer System Asset Management Program;
5. Gravity Sewer System Operation and Maintenance Program;
6. Pump Station Operations and Preventative Maintenance Program;
7. Force main Operations, Preventative Maintenance and Assessment/Rehabilitation Program;
8. Force main Criticality Assessment and Prioritization Program;
9. Force main Rehabilitation and Replacement Program;
10. Wastewater Treatment Plant Operations and Maintenance Program; and
11. The CMOM Programs will take into consideration the vulnerability of the facilities to climate change impacts, such as sea level rise, storm surge, wind, and flooding.

The Consultant shall ensure that the programs and plans are consistent with EPA Region IV guidance and are completed and submitted within the specific deadlines of the CD.

Participation Restrictions:

Proposers are advised that in accordance with language set forth in ISD Project Number E13-WASD-01R, no firms that are either a prime or subconsultant under the E13-WASD-01R contract award may participate on this solicitation. Upon the Board of County Commissioners awarding E13-WASD-01R, an Addendum for this NTPC will be issued stating the proposal submission deadline.

Experience and Qualifications:

1. The Prime Consultant must be an engineering firm experienced in all phases of wastewater engineering with particular expertise on the operation and maintenance of wastewater treatment plants and collection and transmission systems.
2. The Prime Consultant should have at least one (1) successful CMOM program which they planned, implemented and managed for a major utility of similar size within the past ten (10) years from the date of solicitation. For projects which the Prime Consultant has served as the CMOM consultant, the Consultant shall provide the name and contact information for a Utility Executive with the Utility they served as the CMOM consultant who can confirm their role. The descriptions shall include the client (i.e., municipality or agency), key project staff, the project name, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the prime firm, the achievements (e.g., programs delivered on schedule, innovative information management systems implemented, new technology utilized), and a client reference and contact information.
3. The Consultant's team should demonstrate their successful experience with assessment, implementation, and integration of Information systems, in particular with WASD's enterprise portfolio. The current portfolio includes:
 - i. ESRI ArcGIS 10 – Geographic Information Systems
 - ii. Infor EAM – Asset Management System

- iii. Prolance – Project Control and Tracking System
 - iv. PeopleSoft – Enterprise Resource Planning
4. The Consultant's team should also be familiar with developing and implementing ESRI ArcGIS for water/wastewater utilities; be knowledgeable with ESRI geometric networks, and automatic GIS integration with hydraulic computer modeling software; and experience collecting utility asset information such as coordinate location (GPS), and other pertinent measurements.
 5. The Prime Consultant shall provide a list of members of the proposed CMOM Team, identifying the overall Program Manager(s), and the team leaders for key deliverables and the specific role each one of them will perform.
 6. The Subconsultants shall have at least one (1) program or project that is relevant to this scope of work within the past ten (10) years from the date of this solicitation specific to their proposed responsibilities. The descriptions shall include the client (i.e., municipality or agency), key project staff, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the Sub- Consultant firm, the project's achievements, and client reference and contact information.

The expertise must be met by a qualified individual(s) of the prime firm and subconsultants. 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.

Term of Contract: One (1) qualified consultant will be retained under one (1) non-exclusive Professional Services Agreement (PSA) with a maximum compensation of sixteen million five hundred thousand dollars (\$16,500,000) inclusive of contingencies for an effective term of five (5) years with one (1) five (5) year option to renew. No minimum amount of work or compensation is guaranteed under this agreement. The five (5) year option to renew is based solely on the approval of the County Mayor or County Mayor's designee.

Community Business Enterprise Goal/Measure: On October 14, 2013, the Small Business Development Division (SBD), Internal Services Department, established a 32% Community Business Enterprise (CBE) goal for this solicitation.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): February 11, 2014

Number of Proposals Received: Three (3)

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

First Tier Results: See attached First Tier Tabulation Sheet.

Second Tier Results: Not applicable. Based on the CSC's professional expertise the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second Tier proceedings.

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 a non-exclusive PSA for this solicitation with the top ranked firm:

Amelia M. Cordova-Jimenez, ISD, Non-Voting Chairperson
Daniel Edwards, WASD
Manuel Moncholi, WASD
Ernesto Beltre, MDAD

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 firm for negotiations, in the CSC's recommended order of preference. See below:

TOTAL ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT WITH A
32% CBE GOAL

Woolpert, Inc.
Qualitative Points - 447
Ordinal Score - 5
Final Ranking - 1

The following teams will serve as the alternates:

Arcadis U.S., Inc.
Qualitative Points - 430
Ordinal Score - 5
Final Ranking - 2

Tetra Tech, Inc.
Qualitative Points - 417
Ordinal Score - 7
Final Ranking - 3

Pursuant to the Code 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 contracts ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum. Should

Page 5
Negotiation Authorization
Miami-Dade Water and Sewer Department
ISD Project No. E13-WASD-06

negotiations fail with any of the top ranked firms, 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 contracts and report should be sent to this office.

Authorization to negotiate is:

 
Approved _____ Date _____

Attachments:

1. List of Respondents
2. First-Tier Tabulation Sheet

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



MEMORANDUM

(Revised)

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

DATE: December 16, 2014

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

SUBJECT: Agenda Item No. 8(0)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(0)(1)
12-16-14

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT TO WOOLPERT, INC. IN AN AMOUNT NOT TO EXCEED \$16,500,000.00 OVER A TEN YEAR PERIOD, WITH AN INITIAL FIVE YEAR CONTRACT TERM AND ONE, FIVE YEAR OPTION TO RENEW REQUIRING BOARD APPROVAL, FOR A PROJECT ENTITLED "CONSULTING SERVICES RELATING TO CONSENT DECREE'S CAPACITY MANAGEMENT, OPERATION, AND MAINTENANCE PROGRAMS", PROJECT NO. E13-WASD-06, AGREEMENT NO. 14WPI002; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves award of a Non-Exclusive Professional Services Agreement to Woolpert, Inc. in an amount not to exceed \$16,500,000.00 over a ten (10) year period, with an initial five (5) year contract term, and one (1) five (5) year option-to-renew requiring Board approval prior to exercising the option-to-renew or payment of any other compensation above the initial award amount, for a project entitled "Consulting Services Relating to Consent Decree's Capacity Management, Operation, and Maintenance Programs", Project No. E13-WASD-06, Agreement No. 14WPI002, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same and to exercise the provisions contained therein for and on behalf of Miami-Dade County, Florida.

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

Rebeca Sosa, Chairwoman	
Bruno A. Barreiro	Esteban L. Bovo, Jr.
Daniella Levine Cava	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 16th day of December, 2014. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Henry N. Gillman

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONSULTING SERVICES RELATING TO CONSENT DECREE'S CAPACITY
MANAGEMENT, OPERATION, AND MAINTENANCE PROGRAMS
AGREEMENT NO. 14WP1002
PROJECT NO. E13-WASD-06**

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: bill.sukenik@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 NO. 14WP1002

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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 Ohio 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 to provide services for Capacity Management, Operation, and Maintenance Services related to the Consent Decree Projects, 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.

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

AGREEMENT: This written AGREEMENT or CONTRACT between the COUNTY and the ENGINEER, including the Appendices and Exhibits attached hereto all documents incorporated by reference 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. County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and Charter

referenced in this Contract which may be applicable are posted on the website www.miamidade.gov.

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 States District Court for the Southern District of Florida in Case No. 1:12 cv 24400 FAM, as the same may be amended.

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 or the Director's designee remains with the COUNTY.

CONTRACT PRICE: The amount specified in Section 11(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 AGREEMENT.

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

DAYS: Unless otherwise designated, days mean calendar days.

DEPARTMENT: The Miami Water and Sewer Department (WASD), 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 ENGINEER directly engaged by the 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 when authorized pursuant to a Task Authorization to Proceed. Personnel directly engaged on the Project by the 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'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 AGREEMENT with the COUNTY.

FORCE MAJEURE: Shall mean an inevitable accident or occurrence, as defined herein or an act 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 notice in Section 8 of this AGREEMENT shall be a condition precedent to maintenance of a claim for delay due to force majeure.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the ENGINEER and included in the Section 28 in the Contract.

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

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.

PRICE PROPOSAL: The form by which the ENGINEER 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, of this agreement "Professional Services".

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

PROGRAM AND CONSTRUCTION MANAGEMENT CONSULTANT: The firm selected as Program Manager/Construction Manager ("PM/CM") that is responsible for the overall delivery of tasks required for development and implementation of the Consent Decree's compliance requirements and management of the design, procurement, construction, and commissioning of the Consent Decree's capital projects

PROJECT: Defined in Section 3 of this AGREEMENT.

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

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 Project 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 11(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 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.

TASK SCHEDULE: A schedule to be submitted by the ENGINEER to the Department, together with each proposal for a Task Authorization to Proceed which contains the commencement and completion date of all relevant activities under the Task. The Task Schedule shall be prepared in accordance with CPM Methodology and shall be subject to the approval of the Department. The Task Schedule shall at all times be in accordance with the Project Schedule and the deadlines set forth in the Consent Decree.

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'S files pertaining to the Work to be performed under this AGREEMENT. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the 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 or the Director's designee request prior to the issuance of a task authorization to proceed in a form similar to that shown in Attachment "A". At a minimum a proposal must include a cost proposal, including proposed methodology for payment, an estimate of probable construction cost and a Task Schedule. 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 to proceed, 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 or the Director's designee, 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.

The ENGINEER acknowledges that Authorizations to Proceed under this Section shall only be issued by duly authorized employees of the Department.

3. PROFESSIONAL SERVICES: Upon receipt of task authorization to proceed from the Director or the Director's designee, the ENGINEER agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written task authorization to proceed. The ENGINEER shall be familiar and acknowledges that it will comply with the Consent Decree that is on WASD's website at <http://www.miamidade.gov/water/wastewater-improvement-projects.asp>. The ENGINEER recognizes and acknowledges that the COUNTY has engaged a Program and Construction Management Consultant (PM/CM) to supervise the implementation of the COUNTY'S compliance with the Consent Decree, and that the duties of such PM/CM may sometimes overlap with the duties of the ENGINEER. The ENGINEER agrees to exercise its best efforts to prevent the redundancy of Services and shall identify to the Department as soon as possible any potential conflicts and/or redundancies.

The ENGINEER shall work closely with WASD to review, modify and develop the following plans and programs as required by the CD:

1. Sewer Overflow Response Plan;
2. Information Management System Program;
3. Implementation of a Geographic Information System (GIS);
4. Sewer System Asset Management Program;
5. Gravity Sewer System Operation and Maintenance Program;
6. Pump Station Operations and Preventative Maintenance Program;
7. Force main Operations, Preventative Maintenance and Assessment/Rehabilitation Program;
8. Force main Criticality Assessment and Prioritization Program;
9. Force main Rehabilitation and Replacement Program;
10. Wastewater Treatment Plant Operations and Maintenance Program; and
11. The CMOM Programs will take into consideration the vulnerability of the facilities to climate change impacts, such as sea level rise, storm surge, wind, and flooding.

The ENGINEER shall ensure that the programs and plans are consistent with EPA Region IV guidance and are completed and submitted within the specific deadlines of the CD.

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE ENGINEER: 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 to proceed. 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 meet completion requirements of the Professional Services within the term specified in the applicable task authorization to proceed.
 - C. Comply with the federal, state and local laws or 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 or the Director's designee 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. Prior to final approval of the Work by the Director or the Director's designee, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
 - I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of WASD. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a Project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this AGREEMENT shall be transferred in an approved media and format by IT.
 - J. All systems developed by the ENGINEER pursuant to this AGREEMENT shall become the property of the COUNTY.
 - K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these standards if the system is developed outside these parameters will be the burden of the ENGINEER.
 - L. 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 require non-disclosure agreements to be signed regarding infrastructure information and shall hold the ENGINEER responsible for the security of this data.
 - M. All ENGINEER'S staff wishing to gain access to work via the COUNTY'S network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the Project, or if not signed-on to the network after ten (10) days.
 - N. The ENGINEER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.
 - O. The ENGINEER shall consider future impacts of sea level rise and climate change that may be addressed through design considerations.
 - P. The ENGINEER shall be familiar and acknowledge that it will comply with the applicable provisions of the Consent Decree entered into by the COUNTY for

its Wastewater facilities improvements. The Consent Decree can be viewed on WASD's website at <http://miamidade.gov/water/wastewater-improvement-projects.asp>.

6. ORGANIZATIONAL CONFLICT OF INTEREST ADVANCE TEAMING RESTRICTIONS AND CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY:

A. WASD ORGANIZATIONAL CONFLICT OF INTEREST

- 1) Policy: The COUNTY, through WASD, adopts the provisions of this Section to govern potential conflicts of interest in its procurement of Consultants to implement the Project. It is the policy of the COUNTY, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the COUNTY'S contracting for the Project and to protect the business interests of the COUNTY thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.
- 2) Definitions: Organizational conflict of interest situation in which a Consultant: (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the COUNTY in a matter (such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the ENGINEER has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing Work under the AGREEMENT, the ENGINEER may be improperly influenced by its own interests rather than the best interest of the COUNTY, or (b) would have an unfair competitive advantage in a COUNTY competitive solicitation as a result of having performed work on a COUNTY contract that put the ENGINEER in a position to influence the result of the solicitation.
- 3) Certification of no organizational conflict of interest. The ENGINEER'S: (a) execution of the contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the ENGINEER'S certification to the COUNTY that the ENGINEER does not have knowledge of any organizational conflicts of interest to exist in performing the work under the AGREEMENT. False certifications may be considered a material breach of the AGREEMENT and the ENGINEER may be liable to the COUNTY for a false claim under

the COUNTY'S false claim ordinance. At any time in anticipation of awarding the AGREEMENT, or during the performance of the AGREEMENT, the COUNTY may require the ENGINEER to execute an express written certification that after diligent inquiry the ENGINEER does not have knowledge of any organizational conflict of interest. The COUNTY may also require the ENGINEER to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the AGREEMENT.

- 4) Identification of organizational conflict of interest. The ENGINEER shall be obligated to disclose to the COUNTY any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Contract Manager identified in the AGREEMENT specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the COUNTY's analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The ENGINEER'S failure to identify an organizational conflict of interest, or to disclose the same to the COUNTY in the manner set forth in this Section, may be considered a material breach of the AGREEMENT. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same Subconsultants which may be Primes or Subconsultants in other Project Contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the COUNTY as a criterion for selection as set forth in the applicable competitive solicitation documents.
- 5) Addressing organizational conflicts of interest. The COUNTY will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director, with the assistance of such other persons as he may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The COUNTY shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the COUNTY

must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk-relating to the COUNTY'S business interests, then the COUNTY shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the COUNTY'S interest is outweighed by the expected benefit from having the conflicted Consultant perform the Contract.

- 6) Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the ENGINEER and/or its Subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting Subconsultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Consultant and Subconsultant duties to mitigate organizational conflicts of interest, (g) requiring subconsultants who are conflict free to perform identified areas of work, (h) requiring the ENGINEER or its Subconsultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.
- 7) Documentation and evaluation: The Director will set forth in the AGREEMENT file a written explanation of the methodology used to address an identified organizational conflict of interest. The COUNTY shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG or COE.
- 8) Organizational conflicts of interest which are not remedied: If in the sole discretion of the COUNTY there is no measure or combination of measures which protect the COUNTY against the organizational conflict of interest, and then the ENGINEER may not perform the subject work. The COUNTY may in its discretion, if pre-award, decide not to award the AGREEMENT to the affected ENGINEER, and following award, terminate the AGREEMENT, or portion of the AGREEMENT, which the ENGINEER has materially breached because of such inability to perform.

B. Advance Restrictions

- 1) The ENGINEER agrees that it shall not contract with PM/CM or any of its affiliates or the PM/CM subconsultants under the PM/CM Contract for the performance of the Work.

7. 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.

8. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The 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 bar on the ability of the ENGINEER to bring any claim of civil action for either compensable or non-compensable time extension.

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

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of force majeure shall be conditioned upon such

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

10. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Michael Flannery, P.E. and Bill Sukenik, P.E., PMP shall be the Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal and 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 and Project Manager.

11. 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 in subsections A, B, and C below as specified in a written task authorization to proceed 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 Employees 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 Employees shall mean personnel that are performing duties in the field

and not at the central offices of the COUNTY located at 111 N.W. 1 Street, Miami, Florida 33128, 3071 S.W. 38 Avenue, Miami, Florida 33146 and/or 3575 South Lejeune Road, Miami, Florida 33146. 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. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed two hundred twenty-eight dollars (\$228.00) per hour for the ENGINEER and Subconsultant(s), with the exception of Bill Sukenik, Project Manager, Basil Williams, Team Leader and Glenn Hemphrey, Team Leader and Flint Holbrook, QA/QC at two hundred fifty dollars (\$250.00). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not exceed the following:

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

The COUNTY has the right to verify the rates and multipliers used in this AGREEMENT through an audit. No escalation 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 Section 11.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 shall be consistent with prevailing local wage rates paid for similar Work to similar employee classifications and subject to approval by the Director or the Director's designee 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 subsistence not directly related to the Work. The multiplier factor set forth in Section 11.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 to proceed. 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 or the Director's designee, 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 or the Director's designee.
 - 7) The ENGINEER'S Principal and its Subconsultants shall be compensated at the flat rate of one hundred thirty dollars (\$130.00) per hour for the time a Principal is 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 a written 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 11.A.1 of this AGREEMENT.
- B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of WASD, a lump sum mutually agreed upon by the Director or the Director's designee 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 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 or the Director's designee. 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 to proceed 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 fifteen million dollars (\$15,000,000.00), excluding the contingency allowance set forth below for an effective term of five (5) years with one (1), five (5) year option-to-renew. No minimum amount of compensation is guaranteed to the ENGINEER. Maximum Compensation may not be increased for the entire duration of the AGREEMENT except through written amendment hereto by the Board of County Commissioners.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the ENGINEER after the fifteen million dollars (\$15,000,000.00) maximum compensation limit of the AGREEMENT has been encumbered, the Director or the Director's designee 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 one million five hundred thousand dollars (\$1,500,000.00). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the ENGINEER. The task authorization to proceed 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 remain the property of the COUNTY.

F. Compensation for Other Services (IF APPLICABLE):

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

G. Truth-In-Negotiation Certification of Wage Rates: Pursuant to Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes, for all lump-sum or cost-plus-a-fixed-fee professional services agreement over the threshold amount provided in Section 287.017, Florida Statutes, for Category Four, the COUNTY shall require the firm receiving the award to execute a truth-in-negotiation certificate as attached hereto as Attachment "E". 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.

H. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision 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 the ENGINEER, mutually acceptable to the COUNTY and the ENGINEER, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

12. 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 the Work completed.
- 2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" (MUR) form in accordance with the Internal Services Department, Division of Small Business Development, requirements. Invoices shall not be considered valid without said form. The MUR shall indicate the amount of contract monies received and paid to the ENGINEER, including payments to Subconsultant(s). The MUR format is attached as Attachment "F". 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 the authorized Work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 11 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 MUR form in accordance with the Internal Services Department, Division of Small Business Development requirements. Invoices shall not be considered valid without said form.
 - 3) The amount due on the invoice shall be calculated by applying the percentage of the total Work completed to date to the authorized lump sum and subtracting any previous payments.
 - 4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.
13. 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 or the Director's designee shall cover in detail the scope, time for completion, and compensation for the engineering services requested in connection with each unit or section of Work.
14. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director or the Director's designee who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this AGREEMENT, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.
15. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, data, transactions of all forms, financial information, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this AGREEMENT, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the 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.

16. 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.

17. 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.

18. 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.

19. SUBCONSULTANTS:

- A. The ENGINEER shall utilize the following firms as Subconsultant: HDR Engineering, Inc.; MWH Americas, Inc.; Millian, Swain & Associates, Inc.

(CBE); BND Engineers, Inc. (CBE); Manuel G. Vera & Associates, Inc. (CBE); Phillips Consulting Group, Inc.; Diagnostic Resources & Solutions, LLC; and Westhorp & Associates, Inc. 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, Division of Small Business Development, 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 or the Director's designee, 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 thirty-two percent (32%) 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 "G". 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 AGREEMENT.

20. 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.

21. 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.

22. WARRANTY: The ENGINEER warrants that the services furnished by the ENGINEER under this AGREEMENT shall conform to the quality expected of and usually provided by the profession in the State of Florida.

23. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this AGREEMENT, in total or in part, without cause or penalty, by thirty (30) days prior written notification or by declining to issue the written task authorization to proceed, as provided herein, in which event the COUNTY'S sole obligation to the ENGINEER shall be payment, in accordance with Section 11.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.

24. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of five (5) years after the date of execution of this AGREEMENT. The AGREEMENT has an option to extend, at the discretion of the County Mayor or the Mayor's designee subject approval of the Board of County Commissioners, for one (1) five (5) years option- to-renew period so long as the maximum compensation set forth in Section 11.D has not been reached by the completion of the initial five (5) 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 11 herein.

25. DEFAULT: If the ENGINEER fails to comply with the provisions of this AGREEMENT, and if ENGINEER fails to cure within seven (7) days (or fails to demonstrate that it will cure such failure within a reasonable period or if such failure cannot be cured within seven (7) days) of Director's written notice of such failure, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. 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.
26. CONSEQUENCE FOR NONPERFORMANCE: Should the ENGINEER fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the ENGINEER shall be liable for any damages to the COUNTY resulting from such delay. 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 delays shall be limited to the value of the applicable task order(s).
27. 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 the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the ENGINEER in which the COUNTY participated either through review or concurrence of the ENGINEER'S actions. In reviewing, approving or rejecting any submissions by the ENGINEER or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER or Subconsultants under this Agreement.

This Section shall survive expiration or termination of this AGREEMENT.

28. 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.
- 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 financial 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 company 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 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 28.

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.

29. 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 (if applicable);
- 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 "H".

B. Furthermore, the ENGINEER shall execute the attached Affirmation of Vendor Affidavits:

- 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 "I";
- 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 "J";
- 12) False Claims, Ordinance No. 99-152; and
- 13) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code, Attachment "G".

30. 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.

31. 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.

32. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this AGREEMENT or any provisions in a particular task authorization to proceed, 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 Statutes, 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 AGREEMENT 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 AGREEMENT.

38. 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.
39. ETHICS COMMISSION: Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors, engineers, and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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.

46. 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.
47. 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.
48. 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.

49. 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.

50. 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.
51. 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.
52. 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.
53. ERRORS AND OMISSIONS: The ENGINEER shall be and remain liable to the COUNTY for all damages to the COUNTY caused by the ENGINEER'S negligence acts or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the COUNTY may have, the ENGINEER shall, at its expense, re-perform the services to correct any deficiencies, which results from the ENGINEER'S failure to perform in accordance with the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT. Moreover, the ENGINEER shall be responsible for direct damages to the COUNTY to the extent such damages were caused by the ENGINEER'S breach of the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT.

The COUNTY shall notify the ENGINEER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the COUNTY'S,

review, approval or acceptance of, nor payment for, any of the work required under the AGREEMENT shall be construed to relieve the ENGINEER or any Subconsultant of its obligations and responsibilities under the AGREEMENT, nor constitute a waiver of any of the COUNTY'S rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT.

The ENGINEER and its Subconsultants shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by an failure of the ENGINEER or Subconsultants to comply with the terms and conditions of the AGREEMENT or by the ENGINEER'S Subconsultants misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the AGREEMENT. With respect to the performance of work by Subconsultants, the ENGINEER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Subconsultant's work.

Should the ENGINEER disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the ENGINEER may appeal this determination in writing to WASD's Director. The WASD's Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not agree with the decision of WASD Director, the ENGINEER shall present any such objections in writing to the County Mayor or the Mayor's designee. WASD and the ENGINEER shall abide by the decision of the County Mayor or the Mayor's designee. The ENGINEER shall continue to perform under the AGREEMENT and follow the Director's direction during the time a dispute is being resolved. This waiver does not constitute a waiver of any party's rights to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

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

ATTEST:

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

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Carlos A. Gimenez
County Mayor

ATTEST:

WOOLPERT, INC. No CORPORATE SEAL
(Corporate Seal) oia

By: *K. Frank Holbrook*
Signature

By: *Scott Cattram*
Signature

K. Frank Holbrook Sr. Vice President
Print Name Secretary

Scott Cattram Sr. Vice President
Print Name President

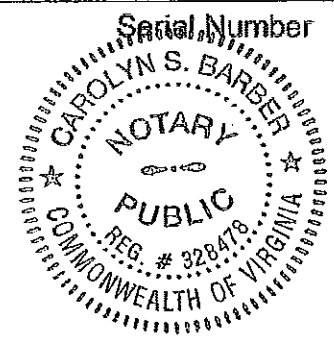
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 13 day of November 2014, by Scott Cattram as Sr. Vice President, and Frank Holbrook as Sr. Vice President/Secretary of Woolpert Inc., a Representative, 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.

Carolyn S. Barber
Notary Public
CAROLYN S. BARBER
Print Name

328478

Approved for Legal Sufficiency:
[Signature]
Assistant County Attorney



Project No. E13-WASD-06
Agreement No. 14WPI002

ATTACHMENTS

Attachment A	Proposal for Services and Labor Expenses
Attachment B	Labor Rates/Table of Organization/Schedule
Attachment C	Conflict of Interest Affidavit
Attachment D	Public Works and Waste Management Department Rates
Attachment E	Truth-In-Negotiation Certificate
Attachment F	Monthly Utilization Report
Attachment G	ISD Form #10 Subcontractor Payment Report
Attachment G	ISD Form #7 Subcontracting/Supplier Listing
Attachment H	Contractor's Due Diligence Affidavit
Attachment I	Affirmation of Vendor Affidavits
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		Total Labor (Sum of 2.1-2.5)	Rate Costs (7 x 2)	Multiplied Costs (7 x 2)
			Per	Hour	Per	Hour	Per	Hour	Per	Hour	Per	Hour	Per	Hour			
Principal			\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	100.00	100.00	\$	\$
Project Manager			\$	50.00	\$	50.00	\$	50.00	\$	50.00	\$	50.00	\$	50.00	50.00	\$	\$
Engineer 2			\$	25.00	\$	25.00	\$	25.00	\$	25.00	\$	25.00	\$	25.00	25.00	\$	\$
Engineer 1			\$	12.50	\$	12.50	\$	12.50	\$	12.50	\$	12.50	\$	12.50	12.50	\$	\$
Sr. Technician			\$	6.25	\$	6.25	\$	6.25	\$	6.25	\$	6.25	\$	6.25	6.25	\$	\$
Technician			\$	3.12	\$	3.12	\$	3.12	\$	3.12	\$	3.12	\$	3.12	3.12	\$	\$
Drafter			\$	1.56	\$	1.56	\$	1.56	\$	1.56	\$	1.56	\$	1.56	1.56	\$	\$
			Available	10	10	10	10	10	10	10	10	10	10	10	10	10	10

Summary of Direct Expenses

Item	No. of	Rate	Total
Travel	1	\$100.00	\$100.00
Meals	1	\$50.00	\$50.00
Gas	1	\$25.00	\$25.00
Hotel	1	\$100.00	\$100.00
Car Rental	1	\$100.00	\$100.00
Office Supplies	1	\$50.00	\$50.00
Telephone	1	\$50.00	\$50.00
Printing	1	\$50.00	\$50.00
Postage	1	\$50.00	\$50.00
Subtotal Direct Expenses			\$1,000.00

Note 1: For travel, meals, and other expenses, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the party received.

Summary of Reimbursable Expenses

Item	No. of	Rate	Total
Travel	1	\$100.00	\$100.00
Meals	1	\$50.00	\$50.00
Gas	1	\$25.00	\$25.00
Hotel	1	\$100.00	\$100.00
Car Rental	1	\$100.00	\$100.00
Office Supplies	1	\$50.00	\$50.00
Telephone	1	\$50.00	\$50.00
Printing	1	\$50.00	\$50.00
Postage	1	\$50.00	\$50.00
Subtotal Reimbursable Expenses			\$1,000.00

Note 2: For medical, dental, vision, and other benefits, receipts must be submitted.

LAV

WOOLPERT

CONSULTANTS IN MANUFACTURING

September 24, 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-06, Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below are true and accurate as of September 24, 2014.
2. Professional Services provided by ENGINEER personnel in various projects are listed below along with raw salary rates.

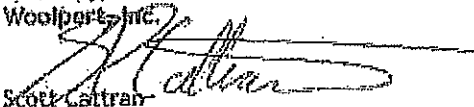
EMPLOYEE NAME	JOB TITLE	RAW LABOR RATE
Mike Flannery	Principal in Charge	Capped at \$130
Scott Cattran	Strategic Advisor	\$95.44
Bill Sulernik, PE	Project Manager	\$72.12
Thomas Murphy	Strategic Advisor	\$80.00
Flint Holbrook	Quality Assurance / Quality Control	\$86.04
John Cestnick, PSM	GIS Team Leader	\$55.23
Steve Schwabe	Asset Management Program Team Leader	\$51.22
R. Kent Veech, PE	Force Main Criticality Team Leader	\$59.28
Bill Whidden, PE	Force Main R&R Team Leader	\$60.62
Alberto Pisani, PE	Assistant to the Project Manager, Engineer	\$36.77
Chris Wetzel	Condition Assessment/SSES Leader	\$20.81
John Raiford, PhD, PE	SSO Expert, Engineer	\$36.78
Gilbert Inouye, PE	PCTS Expert / Engineer	\$49.56
Miguel Rodriguez	Office Technician	\$26.15
Dave Feuer, PMP	ERP Integration Expert	\$58.15
Chip O'Donnell, PE	Gravity System Schedules & Procedures, Engineer	\$78.47
Kim Wendzel, EI	Force Main Prioritization / Engineer	\$35.23
Nadja Turek, PE, LEED AP	Climate Change Sustainability Expert	\$44.59
Yonnier Nordeto	Survey Field Technician	\$20.94

September 24, 2014
 Woolpert Certification of Wage Rates
 Page 2

EMPLOYEE NAME	JOB TITLE	RAW LABOR RATE
Dalcio Romero	Survey Field Technician	\$22.18
Bradley Alexander, PSM	Professional Surveyor	\$30.64
Kim Buckhannon	Document Control	\$21.05
Mary Lickert	Document Control	\$34.18
Chip Smith, PE	Professional Engineer	\$70.87
Eric MacDonald	Subject Matter Expert	\$63.28
Scott McFarlane	Subject Matter Expert	\$55.72
Dominik Medved	Subject Matter Expert	\$47.67
Greg Hawk	Subject Matter Expert	\$48.53
Ryan Butler	Office Technician	\$34.53
Travis Davis	Office Technician	\$34.90
Ken Chaffman	Office Technician	\$33.66
John Przybyla, PE	Team Leader	\$83.37

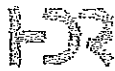
3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and as specified in a written task authorization.
4. Fee as a multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates and applicable 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.



Scott Cattran
 Senior Vice President

10933 NW 25TH STREET, SUITE 100 | MIAMI, FL 33172-0922
 305.416.9370 | WOOLPERT.COM



September 23, 2014

Faith Samuels
 A&E Consultant Selection Coordinator
 Internal Services Department
 111 NW 1 Street, Suite 1300
 Miami, Florida 33120-1500

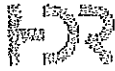
SUBJECT: Project Number E13-WASD-06, Truth-in-Negotiation Certification of Wage Rates

1. The hourly rates provided below are true and accurate as of September 10, 2014.
2. Professional Services provided by ENGINEER personnel in various projects are listed below along with job title, classification, and raw labor rate.

EMPLOYEE NAME	JOB TITLE	RAW LABOR RATE
Jeff Eger	Quality Assurance/Quality Control	\$69.71
Jerry McClary	Wastewater Treatment Plants O&M Team Leader	\$56.24
Robert Schindler	Wastewater Treatment Plants O&M Engineer	\$83.65
Dave Kinneer	WWTP process and performance modeling, operations reviews	\$79.71
Marie Pellegrin	WWTP operations procedures/startup	\$67.90
Katherine Ovale La Torre	EIT project engineer	\$31.57
Jeremy Koch	WWTP operations procedures/startup	\$67.79
Eric Ivanovics	GIS / Facility Inventory	\$44.56

hr@wo.com

16450 New Bern Road - Suite 204, Miami, FL 33064
 T 305.728.7400 F 305.728.7407



EMPLOYEE NAME	Job Title	DAY RATES PER HOUR
Seth Hays	GIS / Facility Inventory	\$29.28
Doug Fredericks	WWTP operations procedures/startup	\$75.00
Josh Rodgers	WWTP operations procedures/startup	\$45.05
Larry Anderson	Electrical/Instrumentation	\$70.64
Jill Van Tassel	Electrical/Instrumentation	\$39.15
Rich Smith	collection systems and pumping stations	\$50.04
Randal Graer	Electrical/Instrumentation	\$33.74
Matt Kushir	WWTP Project engineer	\$28.49
Mark Stephens	Construction	\$44.49
Kyle Gutirle	WWTP Project engineer	\$37.99
Steve Keibor	Sr. WWTP Engineer	\$64.71
Rich Davis	Wastewater engineer	\$50.27
Gary Bobbit	Sr. WWTP Engineer	\$58.22
Kevin Brian	Wastewater engineer	\$50.80
Lynette Cardoch	Climate Change and Resiliency	\$91.35

3. Rates listed above are certified as reported by an authorized representative of HDR.

Sincerely,

HDR Engineering, Inc.

Charles T. Sinclair, PE
Sr. Vice President

hdrinc.com

15450 New Barn Road - Suite 304, Miami, FL 33114
T 305.720.7400 F 305.728.7447



Woolpert

DEVELOPMENT OF A SERVICE AGREEMENT

CONFIDENTIAL - NOT FOR DISTRIBUTION

TO: Tom Murphy, Woolpert **DATE:** October 1, 2014

FROM: Luis S Casado, Vice President (AWH) **OOI Project No:** E13-WASD-06

SUBJECT: *In-House Negotiations Certification of Wage Rates*
Strictly Private and Confidential

- 1 The hourly rates provided below shall be in effect from Oct 1, 2014 to March 1, 2015
- 2 Professional services provided by CONSULTANT personnel in various projects are listed below along with raw hourly salary rates

Employee Name	Raw Salary Rate	Category	Role
Bassett, Daniel	\$117.94	Expert	Advisor
Beltrons, Felipe	\$34.34	Professional	Engineer
Carter, Melissa	\$70.93	Professional	Project Management
Casado, Luis	\$100.84	Expert	Advisor
Dhulashia, Sargam	\$62.12	Project Manager	Operations Engineering
Glenny, Yusef	\$72.12	Project Manager	Management
Hachenburg, Becky	\$74.58	Expert	Delivery Specialist
Hink, Kristin	\$32.52	Not Reg'd Professional	Engineering Support
Humphrey, Glenn	\$85.00	Expert	Advisor
Jones-Santana, Aquila	\$30.58	Administration	Administration
Lamay, Brian	\$72.12	Expert	PS Expert
McLannan, Jim	\$63.84	Expert	CMOM Expert
Martore, Lahan	\$27.59	Not Reg'd Professional	Engineering Support
Serrano, Hector	\$38.25	Professional	Electrical Eng
Smith, Timothy	\$58.05	Project Manager	Pipeline Engineer
Stoffes, David	\$61.19	Expert	IC Engineer

- 3 Fees and other compensation will be computed in accordance with one or a combination of the methods outlined in the Agreement and as specified in a written task authorization.
- 4 Fees as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
- 5 The information provided is to be used only for the requirements of this contract and documents and it is to be considered strictly private and confidential and not to be used for any other purpose.

CC: M1313-WASD-06 Proposal Files



September 8, 2014

Ms. Anelís M. Córdova-Jiménez
 AS&E Consultant Selection Coordinator
 Internal Services Department
 131 NW 1 Street - Suite 1300 - Miami, Florida 33128-1909

SUBJECT: PROJECT NUMBER F19-WASB-03, TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

EMPLOYEE NAME	JOB TITLE	CLASSIFICATION	RAW LABOR RATE	CAPPED RAW RATE
Easton S. Williams	Team Leader Pump Station O&M	Team Leader	\$83.65	
Robert H. Williams, P.E.	Deputy Team Leader Pump Stations O&M/ Design Standards	Senior Project Manager	\$72.00	
Kevin A. Keane, P.E.	Force Main Rehabilitation/ Replacement Engineer/ Design Standards	Project Manager	\$50.00	
Anthony Hudson	Force Main Rehabilitation/ Pump Stations O&M	Senior Engineer	\$40.10	
Eval A. Smith, CSC	Gravity Sewer/ Pump Stations O&M Engineer	Senior Engineer	\$43.85	
Toni R. Williams	Gravity Sewer/ Pump Station O&M	Technical/CAAD/ Graphics	\$34.35	
Joel MA. McGill	Pump Station O&M Engineer	Engineer	\$22.12	
Chris S. Osman	Pump Station O&M Engineer	Project Engineer	\$23.65	
Ianet L. Lorenz	Gravity Sewer O&M Engineer	Engineer	\$21.63	

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

OFFICES IN FLORIDA AND GEORGIA

16211 SW 130TH Street, Suite 101, Miami, FL 33187

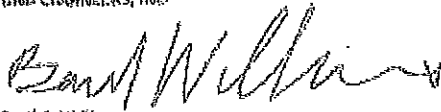
16211 SW 130TH Street, Suite 101, Miami, FL 33187
 Telephone: 305-444-1111 Fax: 305-444-9911 www.woolpert.com

PROJECT NUMBER B13-WASD-06,
TRUTH-IN-NEGOTIATION
CERTIFICATION OF WORK ORDER

PG 2 OF 2

2. Professional Services provided by ENGINEER personnel in various projects are listed below along with job title, classification and raw labor rate.
3. Fees and other compensation will be computed in accordance with current compensation schedule utilized in the Agreement and as specified in a written cost authorization.
4. Fees as a multiple of Direct Salary Cost and Based 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, Requirements and Manpower associated with Future Tasks Service Orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,
BND ENGINEERS, INC.



Basil S. Williams
President/CEO

BND/ks

CC Brian A. Keane, Senior Vice-President, BND
232-989-014 Project File, BND

BND ENGINEERS, INC.



Milhan, Swain & Associates, Inc.

2025 NW 12 Avenue, Suite 110, Ocala, FL 32145
 Tel: (352) 441-0123 Fax: (352) 441-0688
 www.milhan.com

Date: September 8, 2014

RE: Project Number E13-WASD-06, Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below are true and accurate as of September 8, 2014.
2. Professional Services provided by ENGINEER personnel in various projects are listed below along job title, classification, raw labor rates, and capped raw rate.

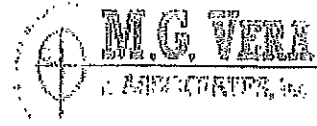
Employee Name	Job Title	Classification	Raw Labor Rate	Capped Raw Rate
Arcenio Milhan, PE	President	Team Leader - Force Main O&M	\$79.33	\$80.00
Julio Menache, PE	Director of Engineering	Project Manager - Technical Specifications	\$62.50	\$75.00
Gabriel Milhan, PE	Senior Project Engineer	Specialist - Force Main Assessment & Rehabilitation	\$38.22	\$75.00

3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and as specified in a written task authorization.
4. Fee as a multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,
 Milhan, Swain & Associates, Inc.

Deborah D. Swain, Vice President

Civil Engineers Environmental Scientists & Engineers Utility Hydrographers Financial Consultants



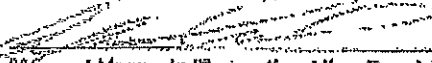
Field Support Staff


<u>Party Chief</u>	<u>Raw Rate</u>	<u>Average Loaded Rate</u>
Joel Besteiro	\$27.00	\$37.73
Frank Besteiro	\$22.00	
Rafael Gomez	\$22.00	
Christopher Bardales	\$19.50	
Yedra Garcia	\$10.50	
Jose Yumar Garcia	\$19.00	
Average	\$21.50	

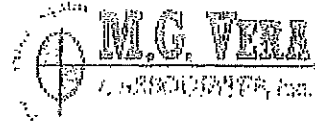
<u>Instrument Person</u>	<u>Raw Rate</u>	<u>Average Loaded Rate</u>
Armando Suarez	\$16.00	\$43.71
Justi Carlos Sevilla Granan	\$15.00	
Rafael Payan	\$16.00	
Camillo Guenero	\$16.00	
Juan Pardo	\$16.00	
Enrique Perez	\$15.00	
Average	\$15.33	

<u>Rod Man</u>	<u>Raw Rate</u>	<u>Average Loaded Rate</u>
Javier Alonso	\$13.00	\$33.50
Angel Figueras III	\$12.00	
Demetrio Hernandez	\$13.50	
Jorge Pitaluga	\$12.00	
Manoel Bueno	\$10.00	
Alain Fajardo Matos	\$9.50	
Average	\$11.75	

As Vice President of Manuel G. Vera & Associates, I hereby certify that these rates are current and accurate as of today's date.


 Manuel Vera, Jr./Executive Vice President

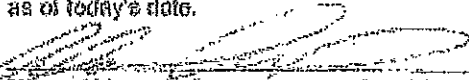

 Date

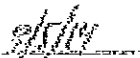


Office Support Staff

<u>Senior Surveyor</u>	<u>Raw Rate</u>	<u>Loaded Rate</u>
Manuel G Vera, Jr., PSM	\$80.00	\$256.59
Manuel G Vera, Sr., PSM	\$84.00	\$186.03
		\$220.81 (Average)
<u>Surveyor & Mapper</u>	<u>Raw Rate</u>	<u>Loaded Rate</u>
Silvia Ruiz, PSM	\$63.50	\$162.53
Carlos Alonso, PSM	\$60.00	\$142.55
		\$147.54 (Average)
<u>Survey Intern</u>	<u>Raw Rate</u>	<u>Loaded Rate</u>
Michael McKay, PSMIT	\$50.00	\$171.05
<u>CADD Technician</u>	<u>Raw Rate</u>	<u>Loaded Rate</u>
Ulises Betancourt, PSM	\$38.00	\$108.34
<u>Survey Technician</u>	<u>Raw Rate</u>	<u>Loaded Rate</u>
Juan Carlos Fernandez	\$24.00	\$66.42
Yimy Perez	\$20.50	\$66.44
		\$63.43 (Average)
<u>Clerical</u>	<u>Raw Rate</u>	<u>Loaded Rate</u>
Wendy Morales	\$16.00	\$42.76

As Vice President of Manuel G. Vera & Associates, I hereby certify that these rates are current and accurate as of today's date.


 Manuel Vera, Jr. Executive Vice President


 Date



**DIAGNOSTIC RESOURCES
& SOLUTIONS, LLC**

Date: September 22, 2014

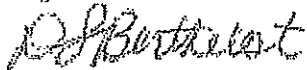
RE: Project Number E23-WASD-06, Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below are true and accurate as of September 22, 2014.
2. Professional Services provided by CONSULTANT personnel in various projects are listed below along job title, classification, raw labor rates.

EMPLOYEE NAME	JOB TITLE	CLASSIFICATION	RAW LABOR RATE
Danyale Berthelot	President	Team Leader	\$85.00
Ryan Lavigne	Operations Manager	Project Mgr. Technical Specifications	\$56.00
Glanfe Dame	Senior Administrative		\$34.50

3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and 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 applicable multiplier per Agreement.
5. Personnel assignments may vary subject to scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,
Diagnostic Resources and Solutions, LLC



Danyale S. Berthelot, CEO

DRS, LLC - AN INFRASTRUCTURE ANALYSIS COMPANY

2840 CRESSINGTON BLVD - KENNESAW, GEORGIA 30144 • PHONE: (478) 934-0731
10100 LANDSHURE AVENUE - BAYFOL ROBERT, LOUISIANA 70301 • PHONE: (504) 835-9200



PHILLIPS CONSULTING GROUP

BUSINESS GOVERNMENT PUBLIC INVOLVEMENT

September 10, 2014
 Bill Sakemik, PE, PMP
 10900 NW 75th Street
 Suite 100
 Miami, FL 33178

Dear Mr. Sakemik:

In response to requested information submitted related to subject project, PEG submit the following Certification of Wages Rates for Project no. E12-WASO-37.

1. The hourly rates provided below shall be in effect from October 1, 2014 to September 30, 2015
2. Professions/occupations provided by Consultant personnel in various projects are listed below along with raw salary rates

Employee Name	Job Classification	Raw Hourly Rate
Roseana Hall	Public Outreach Liaison	\$85.00
JoAnn Smart-Gallier	Training Liaison	\$85.00
Gloria Phillips	Public Outreach Assistant	\$45.00
Tina	Public Information Officer	\$25.00
TBA	Social Media Specialist	\$20.00-\$25.00

3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and as specific in a written task authorization.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task service orders Services.
6. Rates listed above are certified as reported to Internal Revenue Services.

Sincerely,

Roseana Phillips Hall
 President

4765 Whitaker Road, Suite 504 • Davie, FL 33317
 786-492-4450 • www.phillipsconsultinggroup.com

**Hourly Rates for all Staff/Field Representatives with Category Titles,
Roles and Responsibilities**

Principal in Charge

Expert Engineer, Scientist

Project Manager and Registered Technical Staff

Non-registered Technical Staff (Office, 2.86 Multiplier)

Non-registered Technical Staff (Field, 2.1 Multiplier)

Administrative Support Staff

Clerical Staff

**Category Title:
Principal-In-Charge**

Position: Principal-In-Charge

Name - Firm

1. Michael Flannery - Woolpert

Hourly Raw Rate

1. Capped Rate: \$130.00

Roles/Responsibilities

1. Ultimately responsible for successful program execution
2. Provides all required resources to the program
3. Ensures that all program personnel complies with program requirements
4. Manages prime contract and relationships

Reports to: MDWASD Director, WASD CMOM Project Administrator

Hourly Raw Rate Range: \$130.00

Category Title: Expert Engineer, Scientist

Position: Strategic Advisors

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Luis Casado – MWH	1. \$100.84
2. Thomas Murphy – Woolpert	2. \$80.00
3. Scott Cattran - Woolpert	3. \$95.44

Roles/Responsibilities

1. Provides guidance and insight to government policy
2. Assists with converting policy to technical compliance
3. Provides assistance and guidance to project manager
4. Assists project manager with subcontractor issues, schedules, and budget forecasting
5. Assists with project communication throughout all levels of project participants
6. Provides QA/QC reviews of final deliverables to ensure policy and contract compliance

Reports to: WASD Director, WASD CMOM Program Director, Principal-In-Charge

Hourly Raw Rate Range: \$80.00 - \$110.00

Position: Quality Assurance / Quality Control

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Jeff Eger - HDR	1. \$69.71
2. Flint Holbrook - Woolpert	2. \$86.04

Roles/Responsibilities

1. Develop a Quality Assurance Plan for the duration of the Program.
2. Update Quality Assurance Plan
3. Develop the Quality Check Standards Manual
4. Update the Quality Check Standards Manual
5. Perform periodic QA/QC audits at the Program Level
6. Perform periodic QA/QC audits at the project/task level
7. Provide instruction at quality management workshops
8. Develop a quality assurance and tracking database
9. Audit the QA/QC database periodically
10. Prepare a monthly report on quality standards, violations, savings, and losses.

Reports to: Project Manager

Hourly Raw Rate Range: \$65.00 - \$90.00

Position: Team Leaders

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Jane McLamarrah – MWH	1. \$63.84
2. Steve Schwabe – Woolpert	2. \$51.22
3. John Cestnick – Woolpert	3. \$55.23
4. Basil Williams – BND	4. \$90.65
5. Glenn Humphrey – MWH	5. \$85.00
6. Arsenio Milian – MSA	6. \$79.33
7. Kent Veech – Woolpert	7. \$59.28
8. Bill Whidden – Woolpert	8. \$60.62
9. Jerry McClary – HDR	9. \$56.24
10. Lynette Cardoch – HDR	10. \$91.35
11. Danyale Berthelot – DRS	11. \$85.00
12. John Przybyla – Woolpert	12. \$83.37

Roles/Responsibilities

1. Provides technical guidance, instruction, direction, work-product, and leadership to a group of staff for a certain portion of professional services for the purpose of achieving a key result or group of aligned results.
2. Manages activities as they pertain to a specific group of tasks and project responsibilities.
3. Provides staffing, resource planning and team management.
4. Attends project meetings as required.
5. Monitors the quantitative and qualitative project/task results to ensure achievement of goals and outcome of the Scope of Services at the task level.
6. Responsible for team building and ensuring teamwork within a specific group.
7. Provides team management and management reviews.

Reports to: Project Manager

Hourly Raw Rate Range: \$50.00 - \$100.00

Position: Subject Matter Experts

<u>Name – Firm</u>	<u>Hourly Raw Rate</u>
1. Dave Feuer – Woolpert	1. \$58.15
2. Eric MacDonald – Woolpert	2. \$63.28
3. Scott McFarlane – Woolpert	3. \$55.72
4. Dominik Medved – Woolpert	4. \$47.67
5. Greg Hawk – Woolpert	5. \$48.53
6. Donal Bassett - MWH	6. \$111.98
7. Becky Hachenburg – MWH	7. \$74.58
8. Brian Lamay – MWH	8. \$72.12
9. David Steffes – MWH	9. \$61.19
10. JoAnn Smartt-Gaither – PCG	10. \$85.00
11. Ramona Hall - PCG	11. \$85.00

Roles/Responsibilities

1. Provides professional technical consulting and leadership services for a specific area of interest and expertise.
2. Application development and Systems integration services
3. Attends project meetings as required.
4. Supports development and production of documentation of CMOM Program systems and procedures.
5. Performs program and project system planning.
6. Formulates public communications and educational outreach programs.
7. Provides consultation in the development of consent-decree required training programs.
8. Develops training syllabi in support of implementation of CMOM programs.

Reports to: Team Leaders

Hourly Raw Rate Range: \$45.00 - \$115.00

**Category Title: Project Manager and
Registered Technical Staff**

Position: Project Manager

Name - Firm

1. Bill Sukenik - Woolpert

Hourly Raw Rate

1. \$72.12

Roles/Responsibilities

1. Overall responsibility for CMOM Programs execution pursuant to contracted scope of services
2. Coordinates MDWASD's interface with sub-consultant activities
3. Provides technical guidance
4. Provides project office administrative management
5. Ensures proper utilization of available project resources
6. Develops, implements and updates "Program Management Plan" (PMP) including scheduling, procedures and analysis, cost controls, communication, administrative, reporting and quality control
7. Advises and provides, strategic and day to day oversight and direction to the program
8. Oversees project budget and monthly, quarterly and yearly cash flow projections
9. Approves all sub-consultant's scope of work schedules and fees
10. Approves all sub-consultants' monthly invoices
11. Supports MDWASD reporting to USEPA, FDEP and RER on consent decree requirements
12. Attends periodic CMOM Program meetings with WASD, CD PC/CM Consultant and other Program consultants
13. Prepares and makes presentations to stakeholder groups
14. Coordinates project QA/QC activities with QA/QC Leader

Reports to: WASD Director, WASD CMOM Program Director, Principal-In-Charge

Hourly Raw Rate Range: \$70.00 - \$90.00

**Position: Engineer 3
(PE)**

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Chip O'Donnell – Woolpert	1. \$78.47
2. Chip Smith - Woolpert	2. \$70.87
3. Julio Menache – MSA	3. \$62.50
4. Kevin Keane – BND	4. \$60.00
5. Robert Williams – BND	5. \$72.00
6. Dave Kinnear – HDR	6. \$79.71
7. Marie Pellegrin – HDR	7. \$67.90
8. Jeremy Koch – HDR	8. \$67.79
9. Doug Fredericks – HDR	9. \$75.00
10. Larry Anderson – HDR	10. \$70.64
11. Rick Smith – HDR	11. \$50.04
12. Steve – Kelber – HDR	12. \$64.71
13. Rich Davis – HDR	13. \$50.27
14. Gary Boblitt – HDR	14. \$58.22
15. Kevin Brian – HDR	15. \$50.80
16. Melissa Carter – MWH	16. \$70.95
17. Sangeeta Dhulashia – MWH	17. \$62.12
18. Yurfa Glenny – MWH	18. \$72.12
19. Timothy Smith – MWH	19. \$58.05

Roles/Responsibilities

1. Technical lead, or technical expert, for engineering services within a specific area of focus.
2. System planning and design services.
3. Treatment plant operations and maintenance planning.
4. Develop technical aspects of the preliminary engineering reports and work plans.
5. Update technical and regulatory drivers for inclusion into the project.
6. Reviews engineering reports such as the preliminary design reports or basis of design reports.
7. Provide leadership and professional services in a discipline.

Reports to: Project Manager, or Team Leader

Hourly Raw Rate Range: \$50.00 - \$85.00

**Position: Engineer 2
(PE)**

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. John Raiford – Woolpert	1. \$36.78
2. Gilbert Inouye – Woolpert	2. \$49.58
3. Gabriel Millan – MSA	3. \$38.22
4. Nadja Turek – Woolpert	4. \$44.59
5. Alberto Pisani – Woolpert	5. \$36.77
6. Felipe Behrens – MWH	6. \$34.34

Roles/Responsibilities

1. Technical calculations, analysis, reviews, and recommendations.
2. Lead design of Standard Operating Procedures.
3. Sustainability analysis and documentation.
4. Review and participate in specific discipline during the engineering and design review process.
5. Data analysis

Reports to: Project Manager, Senior Engineer, or Team Leader

Hourly Raw Rate Range: \$30.00 - \$58.00

Position: Survey Management (licensed)

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Manuel G Vera Jr. - MGV	1. \$90.00
2. Manuel G Vera Sr. - MGV	2. \$64.90
3. Silva Nuin - MGV	3. \$53.50
4. Carlos Alonso - MGV	4. \$50.00

Roles/Responsibilities

1. Reviews and approves all survey and field data.
2. Attends project meetings as required.
3. Supervises survey data collection activities (office and field).
4. Assists with data collection reports and surveys.
5. Provides technical assistance and leadership to Project Manager as issues pertain to data collection and field survey activities and operations.
6. Responsible for all final data collection.

Reports to: Project Manager

Hourly Raw Rate Range: \$50.00 – 95.00

**Category Title: Non - registered Technical Staff
(Office, 2.85 Multiplier)**

Position: Engineers 1 (EI)

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Kim Wendzel – Woolpert	1. \$35.23
2. Bradley Alexander – Woolpert	2. \$30.64
3. Robert Schindler – HDR	3. \$33.65
4. Anthony Hudson – BND	4. \$40.10
5. Eval Smith – BND	5. \$43.85
6. Joel McGill – BND	6. \$22.12
7. Chris Ossman – BND	7. \$33.65
8. Janet Lorenz – BND	8. \$21.63
9. Katherine Ovalle La Torre – HDR	9. \$31.57
10. Josh Rodgers – HDR	10. \$45.03
11. Jill Van Tassel – HDR	11. \$39.15
12. Randal Greer – HDR	12. \$33.74
13. Matt Kusnir – HDR	13. \$28.49
14. Mark Stephens – HDR	14. \$44.49
15. Kyle Guthrie – HDR	15. \$37.99
16. Kristin Hink – MWH	16. \$32.52
17. Lillian Marrero – MWH	17. \$27.59
18. Hector Serrano – MWH	18. \$38.29

Roles/Responsibilities

1. Data review and analysis.
2. Reviews engineering reports such as preliminary design, or basis of design, reports.
3. Technical computations, review and analysis.
4. Provides general support to Professional Engineers.
5. Research and data collection.
6. CAD/GIS support.

Reports to: Senior Engineer, Junior Engineer, or Project Manager

Hourly Raw Rate Range: \$20.00 - \$50.00

Position: Training & Outreach Assistant

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Gloria Phillips – PCG	1. \$45.00
2. Public Information Officer (TBD) – PCG	2. \$25.00
3. Social Media Specialist (TBD) - PCG	3. \$20.00 - 25.00

Roles/Responsibilities

- o Perform research and analysis, and provide administrative support to the Training & Outreach Specialists in their respective roles as they:
 1. Serve as liaison for WASD/CMOM consultant and the public, rate payers, local business, and other stakeholders.
 2. Develop programs to increase and enhance general community participation and possible K-12 school participation.
 3. Coordinate and facilitate community workshops.
 4. Coordinate with WASD public information division.
 5. Create plans for collaborative efforts to minimize the negative impact that grease and trash has on operation and maintenance of wastewater collection and transmission system.
 6. Develop a communications protocol to capture and deliver information about the project for internal and external use.
 7. Create outreach plan to educate, and solicit input and participation by the public.
 8. Provide consultation in the development of consent-decree required training programs.
 9. Develop training syllabi in support of implementation of CMOM programs.
 10. Develop "train the trainer" programs to help ensure sustainability of training of new WASD employees and refresher training of existing WASD employees.
 11. Conduct classroom environment training in conjunction with technical staff of the CMOM consultant.

Reports to: Training & Outreach Experts

Hourly Raw Rate Range: \$20.00 – 50.00

Position: Survey Management (non-licensed)

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Ryan Lavigne – DRS	1. \$58.00
2. Michael McKay	2. \$60.00

Roles/Responsibilities

1. Reviews and approves all survey and field data.
2. Attends project meetings as required.
3. Supervises survey data collection activities (office and field).
4. Assists with data collection reports and surveys.
5. Provides technical assistance and leadership to Project Manager as issues pertain to data collection and field survey activities and operations.
6. Responsible for all final data collection.

Reports to: Project Manager

Hourly Raw Rate Range: \$50.00 – 70.00

Position: Office Technicians

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Ulises Betancourt – MGV	1. \$38.00
2. Juan Carlos Fernandez – MGV	2. \$24.00
3. Yimy Perez - MGV	3. \$20.50
4. Miguel Rodriguez – Woolpert	4. \$26.15
5. Toni Williams – BND	5. \$34.35
6. Eric Ivanovich – HDR	6. \$44.56
7. Seth Hays - HDR	7. \$29.28
8. Ryan Butler – Woolpert	8. \$34.53
9. Travis Davis	9. \$34.90
10. Ken Chaffman	10. \$33.66

Roles/Responsibilities

1. Daily coordination and scheduling of field technicians.
2. General support of field staff.
3. Processing, reducing, and validating field data.
4. Data entry and conversion services.
5. Field data quality control and assurance.
6. Supports Survey Management with calculations, reports, project documentation.
7. Prepare graphics, figures, data tables and CAD-generated drawings in support of technical reports.
8. Provide data related GIS activities.
9. Prepare Planimetric Topographic Mapping and Orthophoto Mapping.
10. Perform Utility Mapping/Inventory Surveys and Subsurface Utility Investigations.

Reports to: Project Manager, Survey Management

Hourly Raw Rate Range: \$20.00 – 50.00

**Category Title: Non-registered Technical Staff
(Field, 2.1 Multiplier)**

Position: Survey Field Technicians

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Delcio Romero – Woolpert	1. \$22.18
2. Yonnier Nordelo – Woolpert	2. \$20.94
3. Chris Wetzel – Woolpert	3. \$20.81
4. Joel Besteiro – MGV	4. \$27.00
5. Frank Besteiro – MGV	5. \$22.00
6. Rafael Gomez – MGV	6. \$22.00
7. Christopher Bardales – MGV	7. \$19.50
8. Yadian Garcia – MGV	8. \$19.50
9. Jose Garcia – MGV	9. \$19.00
10. Armando Suarez – MGV	10. \$18.00
11. Juan Grinan – MGV	11. \$15.00
12. Rafael Pavon – MGV	12. \$15.00
13. Camilo Guerrero – MGV	13. \$15.00
14. Juan Poldo – MGV	14. \$16.00
15. Enrique Perez – MGV	15. \$15.00
16. Javier Alonso – MGV	16. \$13.00
17. Angel Figueroa – MGV	17. \$12.00
18. Demetrio Hernandez – MGV	18. \$13.50
19. Jorge Pitaluga – MGV	19. \$12.50
20. Manuel Buenio – MGV	20. \$10.00
21. Alain Matos – MGV	21. \$09.50

Roles/Responsibilities

1. Field data collection.
2. Operation of survey data collectors, total stations, digital survey levels, and GPS receivers.
3. Recording field notes and daily logs precisely and accurately.
4. Operations and maintenance of project vehicles.
5. Accurately reporting daily operations to management.
6. Maintenance of traffic.

Reports to: Survey Management

Hourly Raw Rate Range: \$9.00 – \$30.00

Category Title: Administrative Support

**Position: Administrative
Support & Document
Control**

<u>Name - Firm</u>	<u>Hourly Raw Rate</u>
1. Ginnie Dame - DRS	1. \$34.50
2. Mary Lickert - Woolpert	2. \$34.18
3. Apuila Jones-Serrano - MWH	3. \$30.58

Roles/Responsibilities

1. Reviews and processes invoices.
2. Tracks status payment applications.
3. Organizes, tracks, and stores project documentation.
4. Responsible for the transmission of all documentation required for insurance policies for contracts.
5. Works directly with WASD's Contracts Office.

Reports to: Team Leader, Project Manager

Hourly Raw Rate Range: \$30.00 - \$40.00

Category Title: Clerical

Position: Clerical

Name - Firm

Hourly Raw Rate

- 1. Kim Buckhannon – Woolpert
- 2. TBD

- 1. \$21.85
- 2. TBD

Roles/Responsibilities

- 1. Provides general clerical and office support for the project team members.
- 2. Supports preparation of deliverable manuscripts, and production of copies, and distribution.
- 3. Responsible for setup and coordinating meetings.
- 4. Supports preparation and dissemination of meeting notes, summary minutes, agendas and other information to meeting participants and others as directed.

Reports to: Team Leader, Project Manager

Hourly Raw Rate Range: \$20.00 - \$30.00

**Section 3 – SUMMARY: Position Assignments and
Hourly Rates by Category Titles**

Principal	
<u>Principal</u> 1. Michael Flannery – Woolpert	1. Capped Rate: \$130.00
Expert Engineer, Scientist	
<u>Strategic Advisors</u> 1. Luis Casado – MWH 2. Thomas Murphy – Woolpert 3. Scott Cattran – Woolpert	1. Hourly Rate: \$100.84 2. Hourly Rate: \$80.00 3. Hourly Rate: \$95.44
<u>Quality Assurance / Quality Control</u> 1. Jeff Eger – HDR 2. Flint Holbrook – Woolpert	1. Hourly Rate: \$69.71 2. Hourly Rate: \$86.04
<u>Team Leaders</u> 1. Jane McLamarrah – MWH 2. Steve Schwabe – Woolpert 3. John Cestrick – Woolpert 4. Basil Williams – BND 5. Glenn Humphrey – MWH 6. Arsenio Millan – MSA 7. Kent Veech – Woolpert 8. Bill Whidden – Woolpert 9. Jerry McClary – HDR 10. Lynette Cardoch – HDR 11. Danyale Berthelot – DRS 12. John Przybyla – Woolpert	1. Hourly Rate: \$63.84 2. Hourly Rate: \$51.22 3. Hourly Rate: \$55.23 4. Hourly Rate: \$90.65 5. Hourly Rate: \$85.00 6. Hourly Rate: \$79.33 7. Hourly Rate: \$59.28 8. Hourly Rate: \$60.62 9. Hourly Rate: \$56.24 10. Hourly Rate: \$91.35 11. Hourly Rate: \$85.00 12. Hourly Rate: \$83.37
<u>Subject Matter Experts</u> 1. Dave Feuer – Woolpert 2. Eric MacDonald – Woolpert 3. Scott McFarlane – Woolpert 4. Dominik Medved – Woolpert 5. Greg Hawk – Woolpert 6. Donal Bassett – MWH 7. Becky Hachenburg – MWH 8. Brian Lamay – MWH 9. David Steffes – MWH 10. JoAnn Smartt-Gaither – PCG 11. Ramona Hall – PCG	1. Hourly Rate: \$58.15 2. Hourly Rate: \$63.28 3. Hourly Rate: \$55.72 4. Hourly Rate: \$47.67 5. Hourly Rate: \$48.53 6. Hourly Rate: \$111.98 7. Hourly Rate: \$74.58 8. Hourly Rate: \$72.12 9. Hourly Rate: \$61.19 10. Hourly Rate: \$85.00 11. Hourly Rate: \$85.00

Project Manager and Registered Technical Staff	
<u>Project Manager</u> 1. Bill Sukenik – Woolpert	1. Hourly Rate: \$72.12
<u>Engineers 3 (PE)</u> 1. Chip O'Donnell – Woolpert 2. Chip Smith - Woolpert 3. Julio Menache – MSA 4. Kevin Keane – BND 5. Robert Williams – BND 6. Dave Kinnear – HDR 7. Marie Pellegrim – HDR 8. Jeremy Koch – HDR 9. Doug Fredericks – HDR 10. Larry Anderson – HDR 11. Rick Smith – HDR 12. Steve – Keiber – HDR 13. Rich Davis – HDR 14. Gary Boblitt – HDR 15. Kevin Brian – HDR 16. Melissa Carter – MWH 17. Sangeeta Dhulashia – MWH 18. Yurfa Glenny – MWH 19. Timothy Smith – MWH	1. Hourly Rate: \$78.47 2. Hourly Rate: \$70.87 3. Hourly Rate: \$62.50 4. Hourly Rate: \$60.00 5. Hourly Rate: \$72.00 6. Hourly Rate: \$79.71 7. Hourly Rate: \$67.90 8. Hourly Rate: \$67.79 9. Hourly Rate: \$75.00 10. Hourly Rate: \$70.64 11. Hourly Rate: \$50.04 12. Hourly Rate: \$64.71 13. Hourly Rate: \$50.27 14. Hourly Rate: \$58.22 15. Hourly Rate: \$50.80 16. Hourly Rate: \$70.95 17. Hourly Rate: \$62.12 18. Hourly Rate: \$72.12 19. Hourly Rate: \$58.05
<u>Engineers 2 (PE)</u> 1. John Raiford – Woolpert 2. Gilbert Inouye – Woolpert 3. Gabriel Millan – MSA 4. Nadja Turek – Woolpert 5. Alberto Pisani – Woolpert 6. Felipe Behrens – MWH	1. Hourly Rate: \$36.78 2. Hourly Rate: \$49.58 3. Hourly Rate: \$38.22 4. Hourly Rate: \$44.59 5. Hourly Rate: \$36.77 6. Hourly Rate: \$34.34
<u>Survey Management (licensed)</u> 1. Manuel G Vera Jr. – MGV 2. Manuel G Vera Sr. - MGV 3. Silva Nuin – MGV 4. Carlos Alonso - MGV	1. Hourly Rate: \$90.00 2. Hourly Rate: \$64.90 3. Hourly Rate: \$53.50 4. Hourly Rate: \$50.00
Non-Registered Technical Staff (Office, 2.85 Multiplier)	
<u>Engineers 1 (EI)</u> 1. Kim Wendzel – Woolpert 2. Bradley Alexander - Woolpert 3. Robert Schindler – HDR 4. Anthony Hudson – BND 5. Eval Smith – BND	1. Hourly Rate: \$35.23 2. Hourly Rate: \$30.64 3. Hourly Rate: \$33.65 4. Hourly Rate: \$40.10 5. Hourly Rate: \$43.85

Woolpert, Inc.

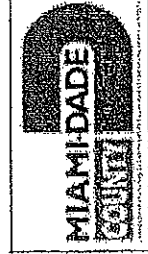
October 13, 2014

<ol style="list-style-type: none"> 6. Joel McGill – BND 7. Chris Ossman – BND 8. Janet Lorenz – BND 9. Katherine Ovalle La Torre – HDR 10. Josh Rodgers – HDR 11. Jill Van Tassel – HDR 12. Randal Greer – HDR 13. Matt Kusnir – HDR 14. Mark Stephens – HDR 15. Kyle Guthrie – HDR 16. Kristin Hink – MWH 17. Lilian Marrero – MWH 18. Hector Serrano – MWH 	<ol style="list-style-type: none"> 6. Hourly Rate: \$22.12 7. Hourly Rate: \$33.65 8. Hourly Rate: \$21.63 9. Hourly Rate: \$31.57 10. Hourly Rate: \$45.03 11. Hourly Rate: \$39.15 12. Hourly Rate: \$33.74 13. Hourly Rate: \$28.49 14. Hourly Rate: \$44.49 15. Hourly Rate: \$37.99 16. Hourly Rate: \$32.52 17. Hourly Rate: \$27.59 18. Hourly Rate: \$38.29
<p><u>Training & Outreach Assistants</u></p> <ol style="list-style-type: none"> 1. Gloria Phillips – PCG 2. Public Information Officer (TBD) – PCG 3. Social Media Specialist (TBD) – PCG 	<ol style="list-style-type: none"> 1. Hourly Rate: \$45.00 2. Hourly Rate: \$25.00 3. Hourly Rate: \$20.00 - 25.00
<p><u>Survey Management (non-licensed)</u></p> <ol style="list-style-type: none"> 1. Ryan Lavigne – DRS 2. Michael McKay – MGCV 	<ol style="list-style-type: none"> 1. Hourly Rate: \$58.00 2. Hourly Rate: \$60.00
<p><u>Office Technicians</u></p> <ol style="list-style-type: none"> 1. Ulises Betancourt – MGCV 2. Juan Carlos Fernandez – MGCV 3. Yimy Perez – MGCV 4. Miguel Rodriguez – Woolpert 5. Toni Williams – BND 6. Eric Ivanovich – HDR 7. Seth Hays – HDR 8. Ryan Butler – Woolpert 9. Travis Davis – Woolpert 10. Ken Chaffman – Woolpert 	<ol style="list-style-type: none"> 1. Hourly Rate: \$38.00 2. Hourly Rate: \$24.00 3. Hourly Rate: \$20.50 4. Hourly Rate: \$26.15 5. Hourly Rate: \$34.35 6. Hourly Rate: \$44.56 7. Hourly Rate: \$29.28 8. Hourly Rate: \$34.53 9. Hourly Rate: \$34.90 10. Hourly Rate: \$33.66
<p>Non-Registered Technical Staff (Field, 2.1 Multiplier)</p>	
<p><u>Survey Field Technicians</u></p> <ol style="list-style-type: none"> 1. Delcio Romero – Woolpert 2. Yonnier Nordelo – Woolpert 3. Chris Wetzel – Woolpert 4. Joel Besteiro – MGCV 5. Frank Besteiro – MGCV 6. Rafael Gomez – MGCV 7. Christopher Bardales – MGCV 8. Yadian Garcia – MGCV 9. Jose Garcia – MGCV 10. Armando Suarez – MGCV 	<ol style="list-style-type: none"> 1. Hourly Rate: \$22.18 2. Hourly Rate: \$20.94 3. Hourly Rate: \$20.81 4. Hourly Rate: \$27.00 5. Hourly Rate: \$22.00 6. Hourly Rate: \$22.00 7. Hourly Rate: \$19.50 8. Hourly Rate: \$19.50 9. Hourly Rate: \$19.00 10. Hourly Rate: \$16.00

Woolpert, Inc.

October 13, 2014

<ul style="list-style-type: none"> 11. Juan Grinan – MGV 12. Rafael Pavon – MGV 13. Camilo Guerrero – MGV 14. Juan Poldo – MGV 15. Enrique Perez – MGV 16. Javier Alonso – MGV 17. Angel Figueroa – MGV 18. Demetrio Hernandez – MGV 19. Jorge Pitaluga – MGV 20. Manuel Buenio – MGV 21. Alain Matos - MGV 	<ul style="list-style-type: none"> 11. Hourly Rate: \$15.00 12. Hourly Rate: \$15.00 13. Hourly Rate: \$15.00 14. Hourly Rate: \$16.00 15. Hourly Rate: \$15.00 16. Hourly Rate: \$13.00 17. Hourly Rate: \$12.00 18. Hourly Rate: \$13.50 19. Hourly Rate: \$12.50 20. Hourly Rate: \$10.00 21. Hourly Rate: \$9.50
<p>Administrative Support Staff</p>	
<p><u>Administrative Support & Document Control</u></p> <ul style="list-style-type: none"> 1. Ginnie Dame – DRS 2. Mary Lickert - Woolpert 3. Apuila Jones-Serrano – MWH 	<ul style="list-style-type: none"> 1. Hourly Rate: \$34.50 2. Hourly Rate: \$34.18 3. Hourly Rate: \$30.58
<p>Clerical Staff</p>	
<p><u>Clerical Support</u></p> <ul style="list-style-type: none"> 1. Kim Buckhannon – Woolpert 2. TBD 	<ul style="list-style-type: none"> 1. Hourly Rate: \$21.85 2. TBD



Consent Decree CMOM Programs Key Milestones and Schedule for Deliverables



WOLPERT
REGULATORY SERVICES GROUP, INC.

ID	Task Name	Start	Finish	2015	2016	2017
				Jan	Feb	Mar
1	Sewer Overflow Response Plan (SORP)	Fri 12/6/13	Mon 7/6/16	█		
2	Information Management System (IMS) Program	Fri 12/6/13	Sun 12/6/15	█	█	
3	Implementation of a Geographic Information System (GIS) Map	Fri 12/6/13	Tue 6/8/17	█	█	█
4	Sewer System Asset Management Program	Fri 12/6/13	Tue 10/6/15	█	█	
5	Gravity Sewer System Operation and Maintenance Program	Fri 12/6/13	Fri 2/8/15	█		
6	Pump Station Operations and Preventative Maintenance Program	Fri 12/6/13	Mon 4/6/15	█		
7	Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program	Fri 12/6/13	Thu 8/6/15	█		
8	Force Main Criticality Assessment and Prioritization Program	Mon 12/7/15	Tue 9/6/16			█
9	Force Main Rehabilitation and Replacement Program	Fri 12/6/13	Sun 12/6/15	█	█	
10	Wastewater Treatment Plant Operations and Maintenance Program	Fri 12/6/13	Wed 5/6/15	█		
11	Climate Change	Fri 12/6/13	Fri 12/6/13	█		

*Required by Miami-Dade County in this ACP; however, not an EPA required milestone

EXHIBIT "C"

CONFLICT OF INTEREST

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 Capacity Management, Operation, and Maintenance Services related to the Consent Decree Projects, ("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

ATTACHMENT D

**MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2018**

Contract No. E12-PWMM-02

	Unit Price	Unit
1. GEOTECHNICAL SERVICES (9.01)		
<p>Mobilization of Truck-Mounted Drill Rig. If special access equipment required (i.e. ATVs, Off-Road or Marine Equipment) or restricted access See Item 8 of the "General Notes and Special Conditions" for Rates.)</p>	\$ 364.00	Up to 4 Percolations per Day or Up to 100 FL of Borings.
B. Borings Standard Penetration per ASTM D-1586:		
With or Without Casings:		
Penetration Depth 0' to 50'	\$ 20.80	Per Foot
Penetration Depth 51' to 75'	\$ 24.96	Per Foot
Penetration Depth 76' to 100'	\$ 29.12	Per Foot
Penetration Depth 101' to 150'	\$ 36.36	Per Foot
C. Auger Borings per ASTM D-1452 Penetration Depth:		
Penetration Depth 0' to 50'	\$ 15.60	Per Foot
Penetration Depth 51' to 75'	\$ 17.58	Per Foot
Penetration Depth 76' to 100'	\$ 19.76	Per Foot
Penetration Depth 101' to 150'	\$ 23.92	Per Foot
D. Rock Corings per ASTM D-2112 (Max. NX Size):		
Penetration Depth 0' to 50'	\$ 35.02	Per Foot
Penetration Depth 51' to 75'	\$ 41.60	Per Foot
Penetration Depth 76' to 100'	\$ 48.88	Per Foot
Penetration Depth 101' to 150'	\$ 55.12	Per Foot

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWMM-02

	<u>Unit Price</u>	<u>Unit</u>
E. Standard Penetration Test (includes Mobilization and Soil Boring Log) (Portable Equipment)	\$ 26.00	Per Foot
1E.1 Standard Penetration Test (Water Boring) (Equipment Excluded, Barge Cost to be Negotiated by User Department. Permit Reimbursable upon Proof of Payment.)	\$ 52.00	Per Foot
F. Undisturbed Sampling per ASTM D-15	\$ 114.40	Per Sample
G. Sing Percolation Test (USCS / PWD 8" Dia. Hole (DERM) (Min. 2 per Job)	\$ 416.58	Per Test
H. Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas) (Min. 2 Tests)	\$ 478.40	Per Test
I. Percolation Tests		
11.1 Fla. Dept. of Health and Rehabilitative Services, Chapter 100-5.57 (Min. 2 Tests per Job)	\$ 357.76	Per Test
11.2 DCPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	\$ 514.60	Per Test
11.3 Open Hole Method (Min. 6" Dia.) (Min. 2 Tests)	\$ 501.60	Per Test
J. Closing Holes with Grout / Approved Methods) to Safe proof Site. (Safe proof to be Accomplished Before Laboratory Leaves the Site(s))	\$ 6.32	Per Linear Foot
K. Trench Test per So. Fla. Water Management District. (Excludes Equipment and Operator) (Provide Equipment Rental Invoice for Direct Cost Reimbursement).	\$ 506.38	Per Test
L. Soil Cement Stabilization Field Inspection		
1L.1 Soil Cement Cylinder Testing	\$ 84.24	Per Hour
M. Water Quality Monitoring	\$ 65.52	Per Hour
N. Geotechnical Engineering Evaluation and Report of Existing Soil with Respect to Allowable Bearing Capacity.	\$ 84.24	Per Sample
	\$ 124.50	Per Hour

Prepared by:
 Geotechnical Testing Professionals, Fort Lauderdale, Florida

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE

"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2015

Contract No. E12-PW44M-02

	Unit Price	Unit
O. Geotechnical Engineer Pile Capacity Analysis	\$ 124.80	Per Hour
P. Muck Probes	\$ 83.20	Per Hour
Z. MONITORING WELLS (includes Drilling) (9.01)		
A. Mobilization of Truck-Mounted Drill Rig. (Same Conditions Apply as referenced for Geotechnical Services, Item 1.A, Page 1 of the Fee Schedule)	\$ 364.00	Up to 2 Wells per Day
B. Monitoring Well Installation (2" PVC, Max. 20' Depth) (Min. 2 Wells)**	\$ 676.00	Per Well
C. Monitoring Well Abandonment (2" PVC, Max. 20' Depth) (Min. 2 Wells)**	\$ 283.92	Per Well
D. Monitoring Well Abandonment (4" PVC, Max. 20' Depth) (Min. 2 Wells)**	\$ 340.00	Per Well
E. Monitoring Well (4" PVC, Max. 20' Depth) (Min. 2 Wells)**	\$ 861.82	Per Well
F. Monitoring Well Installation (2" PVC, Greater than 20' up to 100') (Min. 2 Wells)**	\$ 72.80	Per Foot
* Excludes Permit		
** Due to Security Constraints Rates Negotiable for Aviation, Seaport and MDT.		
G. Repair of Monitoring Wells Unit Rates	\$ 972.40	Per Unit
H. Water Quality Monitoring (Does Not Include Analytical Tests) (Per Well)	\$ 252.80	Per Well
I. Direct Push Well Installation (20 Feet Max.)	\$ 800.80	Per Well
J. Direct Push Soil / Groundwater Sampling	\$ 1,664.00	Per Day
K. Boat Rental (Min. 8 Hour Day) With Prior Approval by the Issuing Department (Furnish Copy of Ownership or Copy of Rental Invoice).	\$ 468.00	Per Day

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWMM-02		Unit Price	Unit
3. PRE-STRESS / PRE-CAST (9.02) (Includes Travel, Mileage, Delivery and Certified Reports).			
Pre-Stress / Pre-Cast Fabrication Inspection per PCI MWL-116 (Structural) or MWL-117 (Architectural) (Bridge and Building Units / Ready Mix Plants Inspections) (Min. 4 Hrs.)			
A.		\$ 84.24	Per Hour
Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MWL-116 (Min. 4 Hrs.)			
B.		\$ 84.24	Per Hour
Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes, and Design) (Includes Inspection and Certified Report) (Min. 4 Hrs.)			
C.		\$ 84.24	Per Hour
Absorption Test of Pre-Cast Units per ASTM C-457.			
D.		\$ 84.08	Per Core
Three Edge Bearing Test per ASTM C-497.			
E.		\$ 84.24	Per Hour
Hydrostatic Testing per ASTM C-457.			
F.		\$ 84.24	Per Hour
Testing Concrete Cylinder per ASTM C-497. (Same Conditions Apply as Shown on 3A.1) (Does NOT include Technician or Pick-Up).			
G.		\$ 114.40	Per Cylinder
* If Additional Hours are Required Must have Approval from Issuing Department.			
4. PILING (9.02)			
A. Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.)			
4A.1		\$ 84.24	Per Hour
Splice of Piles as an Addition (per Occurrence) (with Prior Approval from Engineer) (Witness Splice).			
B. Vibro-Floation Inspection (4 Hrs. Min.)			
		\$ 84.24	Per Hour
Pile Load Test - Test Frame and Load Set-up Witnessed by Certified Inspector per ASTM D-1143 (Equipment / Loads Furnished by Contractor)			
		\$ 84.24	Per Hour

Prepared by:
 Date:
 Approved by:

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWWM-02		Unit Price	Unit
4C.1	Furnishing and Set-up of Calibrated Gauges.	\$ 113.30	Per Gauge
4C.2	Monitoring of Pile Load Test, Collect Field Data, and Inspector Time.	\$ 34.24	Per Hour
4C.3	Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile. (Engineer's Time).	\$ 124.80	Per Hour
3. SOILS			
	(Includes Travel, Mileage, Delivery and Certified Report)		
A. Field Density Tests			
SA.1	Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	\$ 39.44	Per Test
	Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-238 & ASTM D-3017) (Min. 4 Tests):		
SA.2	Per Test (From 1 thru 4 Tests), Per Trip	\$ 49.42	Per Test
	Per Test (From 5 thru 10 Tests), Per Trip	\$ 34.32	Per Test
	Per Test (From 11 or More Tests), Per Trip	\$ 38.15	Per Test
SA.3	Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	\$ 171.60	Per Test
SA.4	Hourly Rate (Min. 4 Hrs.)* (Unlimited Tests) (7:00 AM to 6:00 PM) (Equipment ONLY, Technician NOT included)	\$ 65.52	Per Hour
	* If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the Full 4 Hrs., if Time Runs Past the 4 Hr. Increment, Extra Hrs. Shall Be Paid at the Per Hour Rate, Upon Approval from Issuing Department.		

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWMM-02		Unit Price	Unit
5.A.5	Eventro Density Tests (7-90 PM (6.00 AM)) (Requested by Issuing Department Assigned to be Performed on the Evening and to be Part of the Main After-Work Tests) (Equipment & Technician Not Included)	\$ 88.40	Per Hour
B. Moisture Density Tests (Proctor)			
5B.1	Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas)(Min. 2 Tests per Trip)	\$ 193.12	Per Test
5B.2	Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	\$ 149.76	Per Test
C. Limerock Bearing Ratio (LBR) - FDOT			
D. Carbonates on LBR Material (2 Tests per Trip)			
E. Laboratory California Bearing Ratio (CBR) per ASTM D-4983 (One Point)			
5E.1	Lab Proctor Test	\$ 149.76	Per Test
5E.2	Three (3) Point CBR	\$ 353.60	Per Test
F. Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load by Others) (2 Tests Min.)			
G. Moisture Content			
H. Organic Content			
5H.1	Limerock per AASHTO T-267 (by Incineration)	\$ 52.00	Per Test
5H.2	Test of Soil Chemical Analysis [(1972) P.R. Hassa P. 211] (by Peroxide)	\$ 72.80	Per Test
I. Grain Size per AASHTO T-27 (Sieve Analysis Only)			
		\$ 66.56	Per Test

Prepared by:
 Miami-Dade County
 Planning & Economic Development
 Planning Unit

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWYM-02		Unit Price	Unit
J.	Mechanical Analysis per ASTM D-422 or T-11 and T-27	\$ 70.72	Per Test
K.	Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified-FAA)	\$ 98.84	Per Test
L.	Los Angeles Abrasion on Rip-Rap per ASTM C-635 (Large Size Coarse Aggregate)	\$ 249.60	Per Test
M.	Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)	\$ 295.00	Per Test
N.	Soil Specific Gravity per ASTM D-854	\$ 62.40	Per Test
O.	Material Finer than 200 Sieve per ASTM C-117	\$ 48.80	Per Test
P.	Liquid Limit per ASTM D-4318 (Atterberg Limits)	\$ 78.00	Per Test
Q.	Salt Content per FDOT FH 5-516	\$ 60.32	Per Test
R.	Linerock Base Thickness Determination - Minimum 3" Diameter Holes FAAP-211 (Min. 2 Tests) (Excludes Mobilization and Transportation)	\$ 80.08	Per Test
	* Unlimited Tests	\$ 702.00	Per Day
S.	Linerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)	\$ 88.40	Per Test
T.	Linerock Chemical Analysis per DCAD FAAP-211 (2 Tests Min.)	\$ 88.40	Per Test
U.	Resistivity Test in Accordance with California Method 643-7 with Break-down for Test, Sampling, PH Measurement of Water and Soil, etc.	\$ 149.76	Per Test
V.	Sediments Tests	\$ 74.88	Per Test
VI.	Soil Load Bearing Test (Plate Load) (Reaction Load by Others)		
	SW.1 Static Load on Footings per ASTM D-1194	\$ 538.72	Per Test
	SW.2 Repetitive-Static Load for Pavement per ASTM D-1195	\$ 570.86	Per Test

Form 2024
 South Florida Geotechnical Consultants, Inc.
 2013-2016

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWWW-02	Unit Price	Unit
501.3 Non-Repetitive Static Load for Pavement per ASTM D-1196	\$ 570.96	Per Test
X. Soil Relative Density Tests (Vibro-Floation / In-Situ Verification)		
5X.1 CPT Cone Penetration Test Soundings	\$ 16.54	Per Foot
	\$ 43.64	Per Test
Y. Horticultural Service for PH Value of Soil		
Z. Horticultural Service for Soluble Salts in Soil	\$ 72.80	Per Test
AA. Horticultural Service for Macro Nutrients in Soil	\$ 84.40	Per Test
AB. Backfill Monitoring (4 Wrs. Min.)	\$ 67.60	Per Hour
AC. Geotechnical Engineer (Min. 2 Hours)	\$ 124.80	Per Hour
B. ASPHALT CONCRETE (9.03)		
(Includes Travel, Mileage, Delivery and Certified Report.)		
A. Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and Applicable Marshall Procedures) per Asphalt Institute Manual Series No. 2	\$ 521.50	Per Mix
B. Analysis of Special Design Mix.	\$ 665.60	Per Mix
C. Marshall Properties (FDOT Procedures) (Aviation P-401 / P-405). (Technician plus tests.)		
6C. 1 Stability per ASTM D-1559 or AASHTO D-T 246 (Set of 3 Specimen).	\$ 126.88	Per Set
6C. 2 Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen).	\$ 116.48	Per Set
6C. 3 Density per ASTM D-2726 (Set of 3 Specimen).	\$ 119.60	Per Set
6C. 4 Air Voids per ASTM- 3203 (Set of 3 Specimen).	\$ 116.48	Per Set

ISSUED BY
 PROFESSIONAL SERVICES AGREEMENT
 11/13/2013

Page 2 of 2

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWVVM-02	Unit Price	Unit
6C.5 Maximum Density per ASTM D-2041.	\$ 26.96	Per Set
6C.6 Particle Coating per ASTM D-2489.	\$ 131.04	Per Sample
6C.7 Sampling/Prep. Per ASTM D-1559 / D-2726.	\$ 34.08	Per Sample
6C.8 Bulk Specific Gravity of Dried Core per ASTM D-2726.	\$ 56.16	Per Core
6C.9 Moisture Content - Drying per ASTM C-566.	\$ 57.20	Per Sample
6C.10 Moisture Content - Distillation per ASTM D-1461.	\$ 135.20	Per Sample
6C.11 Asphaltic Specific Gravity / Absorption of Aggregate Blends.	\$ 104.00	Per Aggregate Sample
6C.12 Sampling Hot Mix at Manufacturer Per ASTM D-979.	\$ 62.40	Per Hour
6C.13 Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples).	\$ 131.04	Per Set
6C.14 Washed Slieve Analysis.	\$ 66.56	Per Sample
6C.15 MASHTO T-182.	\$ 145.60	Per Sample
6C.16 Flat / Elongated Pieces per ASTM D-4791.	\$ 140.40	Per Sample
6C.17 Effect of Moisture On Hot Mix per ASTM D-4887 (Set of 6 Samples).	\$ 312.00	Per Set
6C.18 Sand Equivalent per ASTM D-2419	\$ 104.00	Per Sample
6C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified.	\$ 198.64	Per Sample
D. Extraction/Gradation Analysis per ASTM D-6307.	\$ 150.50	Per Test
E. Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Procedures for Extraction, Gradations, Marshall Tests and Temperature Checks (ASTM D-290-85) (Per Person, Min. 4 Hrs.)	\$ 84.24	Per Hour

Prepared by
 D-10-0000-0000-0000-0000
 10/1/2013

**MIAMI-DADE COUNTY
 PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
 "SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016**

Contract No. E12-PWMM-02	Unit Price	Unit
F. Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)	\$ 84.24	Per Hour
G. Asphalt Densities (Nuclear-Beck Scatter Method) (Min. 4 Tests)	\$ 31.20	Per Test
H. Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 5 Cores per Call-Out)	\$ 62.40	Per Core
I. Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726, (Min. 4 Cores)	\$ 46.80	Per Core
J. Gyrotory Compaction (Bulk Specific Gravity)	\$ 124.80	Per Sample
7. TECHNICAL SERVICES (AVIATION) (9.03)		
A. P401 Technical Services - NCEM III, E.FDOT Equivalent per ASTM D-3656 Asphalt Plant Facilities & Initial Plant Inspection, Quality Reviews, Design (MWD)MF Review, Technical Reports, Meetings, Coordination Oversight (PWL Reviews (Min. 2 Hrs.))	\$ 130.00	Per Hour
B. P401 / P405 / P602 / P603 / P609 - Field Acceptance Inspection, Certified Inspector per ASTM D-3656.		
7B.1 Level 1 st Inspector (Weekday Min. 4 Hrs.)	\$ 84.24	Per Hour
7B.2 Level 1 st Inspector (Weekday Min. 4 Hrs.)	\$ 87.36	Per Hour
7B.3 Cancellation Fee (Plant) (Per Cancellation, Per Technician)	\$ 225.72	Per Cancellation Tech.
8. CONCRETE TESTING (9.03)		
(Inclusive of Travel, Mileage, Delivery and Certified Report)		
A. Cylinders - Cast and Tested by Laboratory. Standard 6"x12" or 4"x8" Cylinder. (Concrete Temperature Test and Slump Test) (Per ASTM C-31 "Section 7" Lab. Strength Tests per C-39 using C-617 or C-1281) (Max. 5 Cylinders Per Set).	\$ 114.40	Per Set

2/28/2013
 Miami-Dade County Professional Services Department
 January 2013

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PVWVM-02		Unit Price	Unit
BA.2	Lightweight 3"x 6" Cylinder Includes Concrete Per ASTM C-405 (Max. 5 Cylinders Per Set).	\$ 114.40	Per Set
BA.3	Air Entrainment per ASTM C3 (used Concurrently with Concrete Set Testing).	\$ 36.40	Per Set
BA.4	Cylinder Pick-Up.	\$ 80.32	Per Hour
B. Securing Structural or Pavement Cores per ASTM C-42 (3" Max. Dia.) (3 Cores Min.)			
BB.1	5" Deep	\$ 130.00	Per Core
BB.2	14" Deep	\$ 156.00	Per Core
BB.3	12" Deep x 12" Diameter	\$ 342.00	Per Core
C. Cores Trim and Compression Test per ASTM C-42.			
D. Concrete Masonry Units per ASTM C-140 & C-551- Block/Brick per ASTM-140.			
BD.1	Concrete Brick per ASTM C-551. (Min. 2 Bricks)	\$ 41.20	Per Test
BD.1A	Compression	\$ 46.50	Per Brick
BD.1B	Absorption	\$ 57.60	Per Brick
BD.1C	Dimension	\$ 46.80	Per Brick
BD.1D	Appearance	\$ 43.56	Per Brick
BD.2	Block, Manhole	\$ 57.20	Per Test
BD.3	Block, Concrete Compression per ASTM C-140 - Individual Units.	\$ 57.20	Per Test
BD.4	Block, Concrete Absorption per ASTM C-140 Individual Units.	\$ 52.44	Per Test

Approved by:

 Director of Public Works

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PVMM-02		Unit Price	Unit
8D. 5	Moisture Content of Concrete Block per ASTM C-140.	\$ 67.20	Per Block
8D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140.	\$ 175.00	Per Block
8D. 7	Mortar Cubes 2"x2"x2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by Others).	\$ 36.40	Per Cube
8D. 8	Masonry Prisms per ASTM C-1314 (Fabricated by Contractor) (Unfilled).	\$ 140.40	Per Prism
8D. 9	Sampling and Pick-Up (Casting Not Included).	\$ 65.52	Per Unit
8D. 10	Concrete Block Unit Weight per ASTM C-140.	\$ 62.40	Per Block
8D. 11	Grout Cube Compression Test per ASTM C-1014 (Cast by Others).	\$ 21.84	Per Cube
8D. 12	Technician to Cast Monitor or Grout Cubes in Laboratory or On-Site (Incl. Slump & Temp. Tests) per ASTM C-1019	\$ 55.62	Per Hour
8D. 13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)	\$ 94.24	Per Hour
E. Concrete Beams			
8E. 1	Tension Test per ASTM C-406 (Splitting Tension Test for Cylindrical Specimen, not Beams).	\$ 68.60	Per Test.
8E. 2	Flexural Test per ASTM C-78 (ASTM C-31, C-78) Cast per ASTM C-38. (2 Beams Required per Test).	\$ 124.80	Per Beam
F.	Air Content per ASTM C-173 or ASTM C-231.	\$ 36.40	Per Test
G.	Concrete Densities (Unit Weight) & Yield Test per ASTM C-138.	\$ 41.60	Per Test
H.	Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling Included) (1 Trial Batch and 6 Cylinder Tests) (First of Any Series).	\$ 540.80	Per Mix

Prepared by
 March 2013
 February 2011

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWMM-02		Unit Price	Unit
(Additional Design Mixes in Series)			
8H.1	Design Mix Materials Testing.	\$ 416.00	Per Mix
8H.1a	Gradation.	\$ 75.92	
		\$ 85.28	Per Test
8H.1b	Fine Aggregate Gravity and Absorption C-127.	\$ 94.64	Per Test
8H.1c	Coarse Aggregates Specific Gravity and Absorption C-128.	\$ 228.80	Per Test
8H.1c	LA Abrasion C-88.	\$ 84.24	Per Test
1. On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the Engineer) (4 Hrs. Min.)			
J.	Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 Hrs. Min.)	\$ 84.24	Per Hour
K.	Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with Equipment Charge (Windsor Gun) (Per Trip Per Location)	\$ 280.88	Per Trip
L.	ASTM C-813 (Set of 3 Probes per Test)	\$ 104.00	Per Test
M.	Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to Determine Uniformity of In-Place Concrete) (4 Hrs. Min.)	\$ 84.24	Per Hour
N.	Pulvour per ASTM C-800 (Includes Pin Installation).	\$ 358.72	Per Test
O.	Thickness of Concrete per ASTM C-1383.	\$ 69.68	Per Hour
P.	Corrosion Activity per ASTM C-876	\$ 90.48	Per Hour
Q.	Chloride Content.		

MANHATTAN COUNTY

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

	Unit Price	Unit
Contract No. E12-PWMM-02		
80.1 Per ASTM C-1152	\$ 130.00	Per Test
80.2 Per ASTM C-1218	\$ 135.25	Per Test
Pachometer (Magnometer) Readings for Rebar Location, Approximate Size and Spacing (4 Hrs. Min.)	\$ 84.24	Per Hour
S. Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate).	\$ 228.80	Per Test
T. Sieve Analysis per ASTM - 136.	\$ 75.92	Per Test
U. Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127.	\$ 75.92	Per Test
V. Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C-127.	\$ 75.92	Per Test
W. Weight per Cubic Feet per ASTM C-28.	\$ 75.92	Per Test
9. STEEL (9.04)		
(Use - AWS, AWS, AWS, ASME, API, as Applicable)		
A. Shop / Field Weld Inspection per ASTM D-5329 (4 Hrs. Min.)	\$ 84.24	Per Hour
B. AWS, ASME, ASME Welder Tests - Groove or Fillet		
Plata	\$ 228.80	Per Position
Pipe	\$ 224.00	Per Position
C. Reinforcing Steel Tensile Test	\$ 436.00	Per Test
D. Reinforcing Steel Deformation Test	\$ 48.92	Per Test
E. Reinforcing Bar Placement Inspection	\$ 84.24	Per Hour

Prepared by
S. J. ...
S. J. ...

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2015

Contract No. E12-PWVM-02		Unit Price	Unit
F. Chemical Laboratory Test			
Welding Inspection and Dye Penetrant Weld Testing			
	\$ 84.24		Per Hour
G. Radiograph Weld Inspection (Min. 4 Tests)			
	\$ 145.60		Per Test
H. Engineering Services			
SH.1 Special Inspector for Threshold Buildings (State Certified) (2 Hrs. Min.)			
	\$ 124.80		Per Hour
SH.2 Special Inspector Designee (2 Hrs. Min.)			
	\$ 124.80		Per Hour
SH.3 Special Inspector under the Florida Building Code (2 Hrs. Min.)			
	\$ 124.80		Per Hour
10. MECHANICAL (9.04)			
A. Sound Surveys (Includes Travel Time)			
	\$ 101.92		Per Hour
B. Lighting Surveys (Includes Travel Time)			
	\$ 101.92		Per Hour
11. FIRE PROOFING (9.04)			
A. Inspection of Sprayed-On Fireproof Coating on Structural Steel.			
11A.1 4 Hours Minimum			
	\$ 84.24		Per Hour
11A.2 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605			
	\$ 62.40		Per Test
11A.3 Field Adhesion / Cohesion Tests per ASTM E-736			
	\$ 131.95		Per Test
* If Additional Hours are Required Must Have Approval from Issuing Department			
12. STRAIN MEASUREMENTS (SR4 INDICATOR) (9.04)			
A. Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)			
	\$ 84.24		Per Hour

Printed by:
 Patricia E. Bunkerasko-DePinto
 February 2013

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-FWVW-02	Unit Price	Unit
13. ULTRASONIC INSPECTIONS (9.04)		
A. Services of an Ultrasonic Technician and Equipment (8 Hours Min.)	\$ 130.00	Per Hour
B. Assistant Technician (8 Hours Min.)	\$ 50.32	Per Hour
14. STRUCTURAL STEEL (9.04)		
A. Welding Inspector Per AWS Code (4 Hrs. Min.)	\$ 84.24	Per Hour
B. Structural Steel Shop or Field Inspector (4 Hrs. Min.)	\$ 84.24	Per Hour
C. Bolt Tightening Inspection by Using:		
14C.1 Torque Wrench	\$ 84.24	Per Hour
14C.2 Reg. Wrench	\$ 84.24	Per Hour
14C.3 Filler Gauge	\$ 84.24	Per Hour
D. Structural Steel Testing / Inspection (4 Hrs. Min.)	\$ 84.24	Per Hour
15. WELDING (9.04)		
A. AWS Certified Welding Inspector (2 Hrs. Min.) (Per Inspection)	\$ 84.24	Per Hour
B. AWS Certified Welding Inspector / 1 Hr. PADI Certified (Min. 2 Inspectors per inspection.)	\$ 145.60	Per Hour
16. MAGNETIC PARTICLE TESTING (MAGNAFLUX) (9.04)		
A. Services of a Non-Destructive Technician	\$ 84.24	Per Hour

**MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016**

Contract No. E12-FWMM-02	Unit Price	Unit
5. Magnadux Testing	\$ 80.02	Per Test
17. ROOFING (\$0.05)		
(All Tests Performed Shall be in Accordance with Current Edition of the Florida Building Code at time the Work is issued, further, Laboratory Shall be part of the Current Listing of Certified Laboratories for Miami-Dade County Building Department)		
A. Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for Built-Up Roofs) (ASTM D-1864)	\$ 55.12	Per Test
B. ASTM 3617	\$ 214.03	Per Test
C. Compression Test - Roof Tiles	\$ 60.32	Per Hour
D. Absorption Test - Roof Tiles (Per Set of 5)	\$ 241.28	Per Set
E. Up-lift Test of Roof Tiles (Per Set of 5)	\$ 291.20	Per Set
F. Core Samples (per Architect / Engineer's Recommendations)	\$ 75.92	Per Sample
G. Visual Inspections		
Per Job Min.	\$ 735.40	Per Job Min.
Per Square Foot	\$ 0.17	Per Sq Ft
H. Infrared Moisture Survey (Mobilization of Equipment)		
Per Job Min.	\$ 821.60	Per Job Min.
Per Square Feet	\$ 0.27	Per Sq. Ft
I. Asbestos Testing	\$ 65.62	Per Sample

Prepared by: [illegible]
Reviewed by: [illegible]
Date: [illegible]

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWVM-02

	Unit Price	Unit
J. Nuclear Moisture Testing Per Job Min.	\$ 760.00	Per Job Min.
Per Square Feet	\$ 0.22	Per Sq. Ft.
K. Impedence Moisture Survey (Machine) (Max. 3 cores) Per Job Min.	\$ 821.60	Per Job Min.
Per Square Feet (Additional Sq. Ft. Survey)	\$ 0.27	Per Sq. Ft.
L. Bonded Pull Test	\$ 208.00	Per Test
M. Fastener Pull Test (First 10,000 Sq. Ft. Per Deck) (10 Tests)	\$ 821.60	Per Test
Per New Roof (Core Sample)	\$ 52.00	Per Test
Existing Roof (Core Sample)	\$ 62.40	Per Test
N. Bell Chamber Test (Max. 2 Tests ; Any Additional Test \$300.00)	\$ 730.00	Per Test
O. Tilt Uplift Test (TAS 102)		
Per Square Feet (2,500 Sq. Ft.)	\$ 260.00	Per Sq. Ft.
Additional per Square	\$ 20.80	Per Sq. Ft.
N. Engineer's Report	\$ 124.08	Per Hour

22. MAINTENANCE OF TRAFFIC

To be negotiated by Issuing Department if Required due to the Location of the Work to be Performed. Laboratory shall present proof of man hours and equipment used to provide the "Maintenance of Traffic".

Exhibit "E"
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: Capacity Management, Operation, and Maintenance Services related to the Consent Decree Projects

PROJECT NUMBER: E13-WASD-06

Before me the undersigned authority appeared Scott Cattran (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]
(Signature of Authorized Representative)

Title Sr. Vice President

Date 11/13/14

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 13 day of November, 2014,

by Scott Cattran
(Authorized Representative)

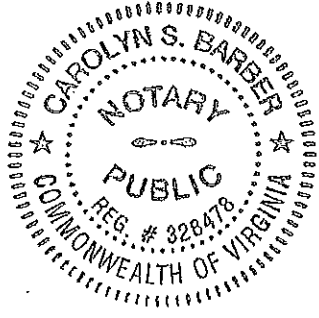
of Woolpert, Inc.
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as PERSONAL identification and who did/did not take an oath.

Carolyn S. Barber
(Signature of Notary)

CAROLYN S. BARBER
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: 328478
My Commission Expires: JANUARY 31, 2015



ARCHITECTURE & ENGINEERING UTILIZATION REPORT



MONTHLY REPORT (PARTS 1A & 1B)

FINAL REPORT (PARTS 1A, 2 & 3)

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

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 Statutes § 218.32(2), 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. 754.022, F.S. 754.023 and F.S. 754.024.

A. REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM	TO	PROJECT LOCATION		NTP DATE	
		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER		PHONE	
				FACSIMILE	
		AMOUNT REQUISITIONED THIS PERIOD		AMOUNT PAID TO DATE	
		AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	
		PRIME CONTRACTOR		CHANGE ORDER MODIFICATION AMOUNT	
		DATE		ADDITIONAL SERVICES AMOUNT	
		CONTRACT AWARDED			
		AGREEMENT AMOUNT			
		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
		FACSIMILE		PROJECT MANAGER (PRIME CONTR.)	
		NAME OF PRIME CONTRACTOR			
		ADDRESS			
		TELEPHONE			
		FACSIMILE			
		AGREEMENT AMOUNT			
		DESCRIPTION OF WORK			
		TOTAL OF APPLICABLE %			
		\$ AMOUNT SUBS REQUISITIONED THIS PERIOD			
		AMOUNT PAID TO SUBS TO DATE			
		ACTUAL STARTING DATE			
		SCHEDULE COMPLETION DATE			

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PRIME CONTRACTOR	TITLE
AUTHORIZED SIGNATURE OF PROJECT MANAGER	DATE

Firm Name of Prime Contractor/Respondent Woolpert, Inc., (page 3 of 3) FEIN # 20-1391406
Project/Contract Number E13-WASD-06

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		Employee(s)													
			(Enter the number of male and female owners by race/ethnicity)		(Enter the number of male and female employees and the number of employees by race/ethnicity)													
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other							
Diagnostic Resources & Solutions 3620 Kennesaw N. Ind. Pkwy, Kennesaw, GA 30144	Danyale Berthelot	Pipeline condition assessment	M	2	M	7	1	7	1									
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner		Employee(s)													
n/a			(Enter the number of male and female owners by race/ethnicity)		(Enter the number of male and female employees and the number of employees by race/ethnicity)													
			Gender	Race/Ethnicity	Gender	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 

Scott Cattran
Print Name

Sr. VP/Woolpert, Inc.
Print Title

Date: 11/13/14

ATTACHMENT **6**

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 <input type="checkbox"/>

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; Not Applicable.
- (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; Not Applicable.
- (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. Not Applicable.

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. : E-13-WASD-06 Federal Employer Identification Number (FEIN): 20-1391406

Contract Title: Consulting Services Relating to Consent Decree's Capacity Management, Operation and Maintenance Programs

Scott Cattran Sr. Vice President [Signature]
 Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Woolpert, Inc. 11/13/14
 Name of Firm Date

10900 NW 25th Street, Suite 100, Miami Florida 33172-1922
 Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Virginia City Chesapeake
County of _____

Subscribed and sworn to (or affirmed) before me this 13 day of November 2014

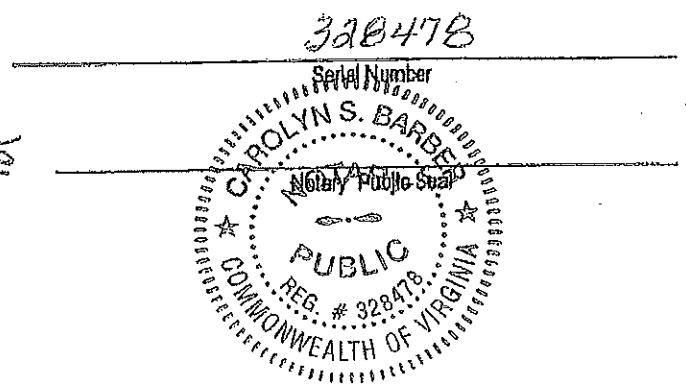
by Scott Cattran He or she is personally known to me or has produced identification

Type of identification produced PERSONAL

Carolyn S. Barber
Signature of Notary Public

CAROLYN S. BARBER
Print or Stamp of Notary Public

JANUARY 31, 2015
Expiration Date





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, Inc. Federal Employer Identification Number (FEIN): 20-1391406

Contract Title: Consulting Services Relating to Consent Decree's Capacity Management, Operation and Maintenance Programs
 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(f) 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) of 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	

Scott Cattran Sr. Vice President [Signature]
 Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Woolpert, Inc. Name of Firm 11/13/14 Date
10900 NW 25th Street, Suite 100, Miami Florida 33172-1922
 Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Virginia City/County of Chesapeake

Subscribed and sworn to (or affirmed) before me this 13 day of November 20 14

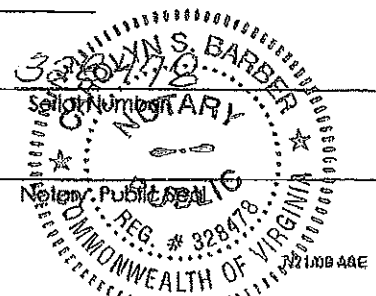
by Scott Cattran He or she is personally known to me or has produced identification

Type of identification produced _____

Carolyn S. Barber
Signature of Notary Public

CAROLYN S. BARBER
Print or Stamp of Notary Public

JANUARY 31, 2015
Expiration Date





ATTACHMENT 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: *[Handwritten Signature]*
 Title: Sr Vice President Date: 11/13/14
 Proposer's Name: WOOLPERT, Inc.



SUBCONTRACTING GOOD FAITH EFFORTS

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.