

Memorandum



Date: December 16, 2014

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

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(0)(4)

CONSENT DECREE

Subject: Recommendation approving award of a Non-Exclusive Professional Services Agreement to MWH Americas, Inc. in the total amount of \$66,000,000.00 with a total contract term of five years and two five-year options-to-renew, for a project entitled "Design Services for Wastewater Treatment Plants Related to Consent Decree Projects," pursuant to Section 2-8.1 of the Code of Miami-Dade County - Project No. E13-WASD-05, Agreement No. 14MWH A008

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 MWH Americas, Inc. entitled "Design Services for Wastewater Treatment Plants Related to Consent Decree Projects", Project No. E13-WASD-05, Agreement No. 14MWH A008. The total compensation amount is \$66,000,000.00, with a total contract term of five years, and two, five-year options-to-renew. The Mayor shall seek approval from the Board prior to exercising any of the options-to-renew or any compensation above the initial award amount.

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

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. No additional delegation of authority is requested.

Scope

PROJECT NAME: Design Services for Wastewater Treatment Plants related to Consent Decree Projects

PROJECT NO: E13-WASD-05

CONTRACT NO: 14MWH A008

PROJECT DESCRIPTION: MWH Americas, Inc. shall provide the following scope of services which consists of: preliminary design, design development, preparation of construction documents, permitting and bid services, and design and construction administration services during construction for upgrades of up to all three (3) of the County's wastewater treatment plants (South District, Central District and

the Consent Decree that is on WASD's website at <http://www.miamidade.gov/water/wastewater-improvement-projects.asp>.

MWH Americas, Inc. will be required to work in coordination with WASD staff to deliver an integrated construction approach and schedule that meets the Project Schedule and does not adversely impact wastewater treatment plants operations, treatment capacity, or effluent quality. MWH Americas, Inc. shall ensure that the design of the capital improvements are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the Project Schedule, the Consent Decree and the requirements of the Clean Water Act, WASD's National Pollutant Discharge Elimination System Permits, Florida Department of Environmental Protection regulations, and any additional applicable regulatory requirements.

Design services to be provided by MWH Americas, Inc. will include, but are not limited, to the following:

1. Develop the Basis of Design Reports for the capital program at the wastewater treatment plants, while taking into account all project alternatives using life cycle cost analysis and vulnerability of the facilities to climate change impacts, such as sea level rise, storm surge, wind, and flooding; as well as recommending mitigation options for these impacts.
2. Use of Building Information Modeling Technology 3D, 4D and 5D modeling.
3. Perform wastewater treatment process modeling and computational fluid dynamic modeling in support of design efforts.
4. Conduct and/or coordinate underground utility and sub-surface investigations in support of the Basis of Design Reports.
5. Perform pilot testing as necessary to confirm specific design parameters.
6. Based on the WASD's approved Basis of Design Reports and delivery method (i.e. Design-Bid-Build, Design-Build) the MWH Americas, Inc. will prepare the required bid documents.
7. Assist WASD in evaluating procurement methods for equipment.
8. Attain all applicable permits as necessary depending on the delivery method selected.
9. Assist WASD in the bid process, including responding to request for information, reviewing bids and making recommendations for award.
10. Provide design services during construction including but not limited to reviewing and responding to all contractor submittals, review and respond to all contractor claims, review and respond to request for information and review of final certification documents provided by the contractor(s).

**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-05

USING DEPARTMENT: Water and Sewer

MANAGING DEPARTMENT: Water and Sewer

Fiscal Impact / Funding Source

FUNDING SOURCE: WASD Revenue Bonds Sold
 Future WASD Revenue Bonds

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

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>RTA ESTIMATE</u>
	964120- WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS Book Page:120 Adopted Capital Budget Book for Fiscal Year 2014-2020 Funding Year: Prior Years	\$66,000,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	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
	Other 9.01 SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES

- Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
- Other 9.04 SOILS, FOUNDATIONS AND MATERIALS TESTING - NON-DESTRUCTIVE TESTING AND INSPECTIONS
- Other 10.05 ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
- Other 11.00 GENERAL STRUCTURAL ENGINEERING
- Other 12.00 GENERAL MECHANICAL ENGINEERING
- Other 13.00 GENERAL ELECTRICAL ENGINEERING
- Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- Other 16.00 GENERAL CIVIL ENGINEERING

TOTAL CONTRACT PERIOD:

5475 Days. The initial contract term is five years. The Mayor or the Mayor's designee has the authority to approve two, five-year options-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:

\$60,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	\$6,000,000.00	

TOTAL DEDICATED ALLOWANCE:

\$0.00

TOTAL AMOUNT:

\$66,000,000.00

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 31, 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 to invite the three firms to a Second-Tier (Oral Presentation) meeting.

Second-Tier:

The Second-tier "Oral presentations" meeting was held on August 11, 2014. The Competitive Selection Committee ranked MWH Americas, Inc. as the highest ranking firm (see below) and recommended to negotiate the contract with MWH Americas, Inc.

Firm	Total Qualitative Scores	Total Ordinal Scores	Ordinal Ranking
MWH Americas, Inc.	459	8	1
Hazen and Sawyer, Inc.	481	9	2
Carollo Engineers, Inc.	446	13	3

The Negotiation Committee was approved by the County Mayor on August 19, 2014. On September 22, 2014, the Negotiation Committee met and concluded negotiations on October 7, 2014 with MWH Americas, Inc.

The Negotiation Committee also approved a First Task Service Order (attached as Exhibit A) for a total amount of \$2,097,152.00 for a 6 month period.

Based on the Internal Services Department's CIIS database, MWH Americas, Inc. has 46 evaluations with an average 3.8 rating out of a possible total 4.0 points.

SUBMITTAL DATE: 6/16/2014

ESTIMATED NOTICE TO PROCEED: 12/30/2014

PRIME CONSULTANT COMPANY: MWH Americas, Inc.

PRINCIPAL COMPANY QUALIFIERS: Marshall Davert

COMPANY EMAIL ADDRESS: Luis.S.Casado@mwhglobal.com

COMPANY STREET ADDRESS: 2937 S.W. 27 Avenue, Suite 107

COMPANY CITY-STATE-ZIP: Miami, Florida 33133

YEARS IN BUSINESS: 60 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, MWH Americas, Inc. has been awarded one change order with Miami-Dade County in the amount of \$4,500,000.00 for Project No. E06-WASD-12 entitled: "Design of Upgrades to Miami-Dade Water and Sewer Department's Wastewater Treatment Plants" for a total contract value of \$13,300,000.00.

SUBCONSULTANTS: CDM Smith, Inc.; Fraga Engineers, LLC (CBE); Architects International, Inc. (CBE); Bermello, Ajamil & Partners, Inc.; BND Engineers, Inc. (CBE); F.R. Aleman and Associates, Inc.; Geosol, Inc (CBE); Geosci, Inc.(CBE); Media Relations Group, LLC; Infinite Source Communications Group, LLC; Manuel G. Vera & Associates, Inc.(CBE); Metco Services Southeast, LLC (CBE); Milian, Swain & Associates, Inc.(CBE); Nova Consulting, Inc.(CBE); Terracon Consultants, Inc.; and Woolpert, Inc.

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:**

Yes

A Prime Consultant submitting must be experienced in all phases of wastewater engineering, including design, permitting, construction, operation and maintenance of wastewater treatment and disposal systems.

The Prime Consultant should also have experience with design and commissioning of wastewater treatment plant upgrades of similar scope and complexity within the last ten years from the date of this solicitation. The Prime Consultant shall provide a list of members of the proposed Design Team, identifying the overall Design Manager(s), and the team leaders for key design specialties (process-liquid stream treatment, process – biosolids treatment, civil, structural, mechanical, electrical and instrumentation) and the specific role each one of them will perform.

The Prime Consultant shall have at least one successfully designed, constructed and currently operating major new or upgraded wastewater treatment plant(s) of similar size and scope as in this solicitation in which the Prime Consultant has served as the designer within the past ten years from the date of solicitation. For projects which the Consultant has served as the design consultant, the Consultant shall provide the name and contact information for a Utility Executive with the Utility they served as the design 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., projects delivered on schedule, dollars saved, innovative designs implemented, new technology utilized), and a client reference and contact information. All work with WASD of a similar nature should likewise be described to assure familiarity with WASD's system.

**REVIEW
COMMITTEE:**

MEETING DATE: 11/7/2013 **SIGNOFF
DATE:** 11/20/2013

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

No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>GOAL</u>	<u>COMMENT</u>	
	CBE 30.00%	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:	Manuel Moncholi	786-552-8352	memonc@miamidade.gov

Background

WASD's wastewater treatment and disposal system consist of three regional treatment plants; the North District Treatment Plant at Interama, the Central District Wastewater Treatment Plant at Virginia Key and the South District Wastewater Treatment Plant at Black Point. All three treatment plants require electrical, structural and mechanical upgrades to maintain effective levels of operation. The upgrades will be designed accordingly to the specific needs of each plant.

The scope of work delineated in this professional services agreement will provide the preliminary designs, design development, construction documents, permitting and bid services, and engineering design services for WASD Consent Decree projects at the three wastewater treatment plants. An example of the design upgrades MWH Americas, Inc. will complete for the Central and South District Wastewater Treatment Plants is the rehabilitation of the digesters at each plant. Digesters convert part of the sludge into methane gas and then convert the remainder of the sludge into a type of sludge suitable for agricultural land application. At the North District Wastewater Treatment Plant, an example of the design upgrades MWH Americas, Inc. will complete are upgrades for the pumps and mechanisms in the settling tanks that remove solids from incoming wastewater to prevent the accumulation of solids throughout the wastewater treatment process.


BUDGET APPROVAL
FUNDS AVAILABLE:



JENNIFER MOON
OMB DIRECTOR
DATE

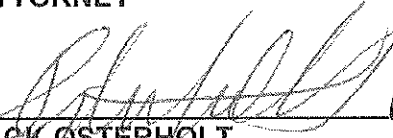
12/4/14

APPROVED AS
TO
LEGAL SUFFICIENCY:



HENRY N. GILLMAN
ASSISTANT COUNTY
ATTORNEY
DATE

12/9/14



JACK OSTERHOLT
DEPUTY MAYOR
DATE

12/9/14

Memorandum



Date: November 6, 2014

To: Lester Sola
Director
Internal Services Department

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

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

Subject: Responsibility Review - ISD Project No. E13-WASD-05 – Design Services for Wastewater Treatment Plants Related to Consent Decree Projects

Background

The County advertised the referenced solicitation on April 24, 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 professional engineering services relating to design services for wastewater treatment plants related to consent decree projects. The services to be provided by the selected Consultant include, but are not limited to, the following:

The Consultant shall perform preliminary design, design development, construction documents, permitting and bid services, and design services during construction for upgrades at all three (3) of the County's wastewater treatment plants (South District, Central District and North District) for projects specified in conjunction with the Consent Decree (CD).

The Consultant selected will be required to work in coordination with WASD staff to deliver an integrated construction approach and schedule that does not adversely impact wastewater treatment plants (WWTP) operations, treatment capacity, or effluent quality. The Consultant shall ensure that the design of the capital improvements are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the CD and the requirements of the Clean Water Act, WASD's National Pollutant Discharge Elimination System Permits, Florida Department of Environmental Protection regulations, and any additional applicable regulatory requirements.

Design services to be provided by the Consultant will include, but are not limited to, the following:

1. Develop the Basis of Design Reports (BODR) for the capital program at the WWTP's, while taking into account all project alternatives using life cycle cost analysis and vulnerability of the facilities to climate change impacts, such as sea level rise, storm surge, wind, and flooding; as well as, recommending mitigation options for these impacts.
2. Use of Building Information Modeling Technology 3D, 4D and 5D modeling.

3. Perform wastewater treatment process modeling and computational fluid dynamic modeling in support of design efforts.
4. Conduct and/or coordinate underground utility and sub-surface investigations in support of the BODR.
5. Perform pilot testing as necessary to confirm specific design parameters.
6. Based on the Department's approved BODR and delivery method (i.e. Design-Bid-Build, Design-Build), the Consultant will prepare the required bid documents.
7. Assist WASD in evaluating procurement methods for equipment.
8. Attain all applicable permits as necessary depending on the delivery method selected.
9. Assist WASD in the bid process, including responding to Requests for Information (RFI's), reviewing bids and making recommendations for award.
10. Provide design services during construction including, but not limited to, reviewing and responding to all contractor submittals, review and respond to all contractor claims, review and respond to RFI's and review of final certification documents provided by the contractor.

The solicitation was advertised for one (1) non-exclusive Professional Services Agreement (PSA) for a term of five (5) years, with two (2) five (5) year options-to-renew. Three proposals were received on June 16, 2014 from the following firms: Carollo Engineers, Inc., Hazen and Sawyer, P.C., and MWH Americas, Inc. On July 31, 2014, the first-tier evaluation meeting, 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 short-list the three (3) proposers and invited them to oral presentations on August 11, 2014. The CSC heard oral presentations from the three proposers and evaluated them based upon the established second-tier evaluation criteria in the NTPC. The chart below indicates the final ranking:

Respondent	Qualitative Score	Ordinal Score	Final Ranking
MWH Americas, Inc.	459	8	1
Hazen and Sawyer, P.C.	481	9	2
Carollo Engineers, Inc.	446	13	3

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

Negotiations with MWH commenced on September 22, 2014, and concluded successfully on October 7, 2014. MWH accepted the terms and conditions of the Professional Services Agreement (PSA) and have 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 MWH in regard to Design Services for Wastewater Treatment Plants Related to Consent Decree Projects.

<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>MWH Americas, Inc. has twenty-three (23) past performance evaluations in Miami Dade County's Capital Improvements Information System database with an average rating of 3.8 out of 4.</p>
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:
<u>Component</u>	<u>Purpose</u>
	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 MWH on October 31, 2014. The following representatives were in attendance:

- Faith Samuels, ISD
- Mr. Carlos Mallol, MWH
- Mr. Luis Casado, MWH
- Mr. Marshall Davert, MWH
- Mr. David Tomlinson, MWH
- Mr. Miguel De Grandy, Holland & Knight

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 and management of the project;
- 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 lawsuits noted in the Dun & Bradstreet and PACER reports (Lunda Construction Company vs. MWH Americas, Inc. and North Clackamas County Water Commission vs. Siemens Water Technologies Corp.);
- Any instances of civil or criminal charges filed against MWH, or any knowledge of reviews by regulatory or investigative agencies; and
- Outstanding judgments against MWH.

Information provided by MWH at the October 31, 2014 meeting along with subsequent information submitted on the aforementioned date have been reviewed in detail by staff.

The reporting corporate structure for MWH is as follows: Marshall Davert, Corporate Executive in charge, Operating President and Principal in charge of the project, Regional Manager, Luis Casado, and Area Manager for Miami, Carlos Mallol. Donal Bassett is in charge of project management inclusive of fiduciary and project technical leadership.

Payments to the firm's sub-consultants are reported to be paid in a timely manner. MWH's Project Manager and Senior Project Manager are tasked with ensuring that the sub-consultants' invoices are reviewed and approved. Upon invoicing, payment to small sub-consultants is typically fourteen (14) to thirty (30) days. In order to pay small sub-consultants promptly, MWH runs their accounts payable every two weeks. In addition, MWH indicated that they do not necessarily wait to be paid by their client before paying their sub-consultants.

The tools/practices in place to ensure accuracy of task orders, invoicing and proper controls for contract compliance is MWH's "Manage the Project". "Manage the Project" has a series of gateways. Information on all sub-consultants for all projects is contained in a register. The register includes registrations, insurance and tracking of payments for all sub-consultants. Invoices are reviewed on a monthly basis by the Project Manager and Senior Project Manager. These invoices are then forwarded to a shared services center whereby the invoices are tracked against the contract terms. Periodic internal and external audits are conducted. An internal auditing team randomly selects and audits invoices against time sheets on a quarterly basis. An external auditor reviews the firm's billing procedures.

MWH indicated one change on their team. Dr. Lynette Cardoch indicated on the table of organization (TO) for climate change is no longer with the firm. MWH advised that Arsenio Milian, Milian Swain and Associates (indicated on the TO) will assume the duties of Dr. Cardoch. In addition, Yung-Hsin Sun, MWH, will assist Mr. Milian with climate change and resilience issues for the project.

Supplemental litigation history was submitted at the Responsibility Review meeting. MWH indicated that the litigation history was inadvertently omitted from the Contractor Due Diligence Affidavit submitted in their June 16, 2014 submittal. Litigation history included five (5) lawsuits filed within the last five (5) years. Four (4) of the five (5) lawsuits alleged breach of contract and one was for resolution of fees (federal funds due to MWH). Three (3) of the five (5) lawsuits have been settled. The status

and details of the open lawsuits inclusive of those noted in the Dun & Bradstreet and Pacer reports are as follows:

C&S Consultants, Inc. vs. MWH Americas, Inc. et al.
Case No. 10-3316 – Civil District Court for the Parish of New Orleans, State of Louisiana
Type: Alleged breach of contract
Disposition: Pending. Currently in Pre-trial proceedings.

City of New Orleans vs. MWH Americas, Inc.
Case No. 13-2969 – Civil District Court for the Parish of Orleans, State of Louisiana
Type: Resolution of fees (federal fees due to MWH)
Disposition: Pending

Lunda Construction Company vs. MWH Americas, Inc.
Case No. 2008CV001526 – Circuit Court of Winnebago County, Wisconsin
Type: Money judgment
Disposition: Dismissed five (5) years ago. Copy of the Stipulation and Order for Dismissal submitted.

North Clackamas County Water Commission vs. Siemens Water Technologies Corp.
Case No. 3:13-cv-14441 – District Court of Portland, Oregon
Type: Warranty claim against membrane supplier
Disposition: Process of documenting a settlement

It is not unusual to see active litigation, as indicated in the above litigation history, for large companies doing business with numerous public and private entities. MWH advised that they no knowledge of any criminal charges or charges of dishonesty or misconduct against the firm, MWH Americas, Inc.

Conclusion

A careful and detailed review of the information reviewed regarding MWH establishes that, in regard to the scope of services for Design Services for Wastewater Treatment Plants Related to Consent Decree Projects, the firm has the following:

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

The results of the County's responsibility review indicate that the MWH 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, MWH is found to be a responsible firm.

Memorandum



Date: August 18, 2014

To: Lester Sola, Director
Internal Services Department *M Singer*

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

From: *Faith Samuels*
Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department (WASD)
Design Services for Wastewater Treatment Plants Related to
Consent Decree Projects
ISD Project No. E13-WASD-05

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-05

Project Title: Design Services for Wastewater Treatment Plants Related to Consent Decree Projects

Scope of Services Summary: The Consultant shall perform preliminary design, design development, construction documents, permitting and bid services, and design services during construction for upgrades at all three (3) of the County's wastewater treatment plants (South District, Central District and North District) for projects specified in conjunction with the Consent Decree (CD).

The Consultant selected will be required to work in coordination with WASD staff to deliver an integrated construction approach and schedule that does not adversely impact wastewater treatment plants (WWTP) operations, treatment capacity, or effluent quality. The Consultant shall ensure that the design of the capital improvements are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the CD and the requirements of the Clean Water Act, WASD's National Pollutant Discharge Elimination System Permits, FDEP regulations, and any additional applicable regulatory requirements.

Design services to be provided by the Consultant will include, but are not limited to, the following:

1. Develop the Basis of Design Reports (BODR) for the capital program at the WWTP's, while taking into account all project alternatives using life cycle cost analysis and vulnerability of the facilities to climate change impacts, such as sea

- level rise, storm surge, wind, and flooding; as well as, recommending mitigation options for these impacts.
2. Use of Building Information Modeling Technology 3D, 4D and 5D modeling.
 3. Perform wastewater treatment process modeling and computational fluid dynamic modeling in support of design efforts.
 4. Conduct and/or coordinate underground utility and sub-surface investigations in support of the BODR.
 5. Perform pilot testing as necessary to confirm specific design parameters.
 6. Based on the Department's approved BODR and delivery method (i.e. Design-Bid-Build, Design-Build) the Consultant will prepare the required bid documents.
 7. Assist WASD in evaluating procurement methods for equipment.
 8. Attain all applicable permits as necessary depending on the delivery method selected.
 9. Assist WASD in the bid process, including responding to Requests for Information (RFI's), reviewing bids and making recommendations for award.
 10. Provide design services during construction including but not limited to reviewing and responding to all contractor submittals, review and respond to all contractor claims, review and respond to RFI's and review of final certification documents provided by the contractor.

Participation Restrictions: In accordance with language set forth in ISD Project Number E13-WASD-01R, Program and Construction Management Services Related to the Wastewater System Priority Projects, no firms that are either a prime or sub-consultant under the E13-WASD-01R contract award may participate on this solicitation.

Experience and Qualifications:

1. A Prime Consultant submitting for this solicitation must be experienced in all phases of wastewater engineering, including design, permitting, construction, operation and maintenance of wastewater treatment and disposal systems.
2. The Prime Consultant should also have experience with design and commissioning of wastewater treatment plant upgrades of similar scope and complexity within the last ten (10) years from the date of this solicitation. The Prime Consultant shall provide a list of members of the proposed Design Team, identifying the overall Design Manager(s), and the team leaders for key design specialties (process-liquid stream treatment, process – biosolids treatment, civil, structural, mechanical, electrical and instrumentation) and the specific role each one of them will perform.
3. The Prime Consultant shall have at least one (1) successfully designed, constructed and currently operating major new or upgraded wastewater treatment plant(s) of similar size and scope as in this solicitation in which the Prime Consultant has served as the designer within the past ten (10) years from the date of solicitation. For projects which the Consultant has served as the design consultant, the Consultant shall provide the name and contact information for a Utility Executive with the Utility they served as the design consultant who can confirm their role. All work with WASD of a similar nature should likewise be described to assure familiarity with WASD's system.

4. 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 with the exception of technical categories 9.01-Drilling, Subsurface Investigations and Seismographic Services, 9.02-Geotechnical and Materials Engineering Services and 9.04-Non-Destructive Testing and Inspections. All work with WASD of a similar nature should likewise be described to assure familiarity with WASD's system.

Term of Contract: One (1) Consultant will be retained under a non-exclusive Professional Services Agreement (PSA) with a maximum compensation of sixty-six million dollars (\$66,000,000), inclusive of contingencies, for an effective term of five (5) years with two (2) five year options-to-renew. Note that no minimum amount of work or compensation is guaranteed under this agreement. Furthermore, the two (2) five (5) year options-to-renew are based solely on the approval of the County Mayor or County Mayor's designee.

Community Business Enterprise Goal/Measure: On November 20, 2013, the Small Business Development Division (SBD), Internal Services Department, established a 30% 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: See attached Second-Tier Tabulation Sheet

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

Faith Samuels, ISD, Non-Voting Chairperson
Manuel Moncholi, WASD
Daniel Edwards, WASD
Lana Moorey, PWWW
James Ferguson, WASD, Technical Advisor

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) AGREEMENTS WITH A
30% CBE GOAL

MWH Americas, Inc.
Qualitative Points - 459
Ordinal Score - 8
Final Ranking - 1

The following teams will serve as the alternates:

Hazen and Sawyer, P.C.
Qualitative Points - 481
Ordinal Score - 9
Final Ranking - 2

Carollo Engineers, Inc.
Qualitative Points - 446
Ordinal Score - 13
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 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.

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Negotiation Authorization
Miami-Dade Water and Sewer Department
ISD Project No. E13-WASD-05

Authorization to negotiate is:

 8/19/14
Approved Date

Attachments:

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

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

JULY 31, 2014

MIAMI-DADE WATER AND SEWER DEPARTMENT

DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO CONSENT DECREE PROJECT
 (SD PROJECT NO. E13-WASD-05)

TABULATION SHEET

RANK	NAME OF FIRMS	COMPETITIVE SELECTION COMMITTEE					TOTAL	Avg	Low Priority	High Priority	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Manuel Moncholi, WASD	Daniel Edwards, WASD	Lana Moorey, PWM	Ernesto Botre, MDAD	Karl Thompson, City of Weston									
1	CAROLLO ENGINEERS, INC. (LP)	47	49	44	42	44	225	45	30	60					
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	20	20	18	17	18	93	19	12	25					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	19	17	18	16	89	18	12	24					
	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	4	4	4	4	21	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	95	97	89	86	87					454		2		
	Ordinal Scores	1	1	1	2	2							4	1	
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.												1		
2	HAZEN AND SAWYER, P.C. (LP)	49	47	45	45	48	239	48	32	63					
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	16	18	18	19	18	89	18	12	24					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	19	16	19	19	92	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	2	3	1	3	1	10	2	1	3					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	7					
	5A - Ability of team members to interface with the County (Max 5 points)	69	92	87	85	91					454		1		
	Ordinal Scores	2	2	3	1	1							5	2	
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.												2		
3	MWH AMERICAS, INC. (LP)	49	46	45	39	39	218	44	29	58					
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	12	15	19	16	15	77	15	10	20					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	18	16	18	17	86	17	12	22					
	3A - Past Performance of the Firms (Max. 20 points)	4	4	3	4	3	18	4	2	5					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	4	5	24	5	3	5					
	5A - Ability of team members to interface with the County (Max 5 points)	87	88	88	81	79					423		3		
	Ordinal Scores	3	3	2	3	3							9	3	
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.												3		

Denotes high and low scores (if applicable)

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**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project Name: Design Services for Wastewater Treatment Plants Related to Consent Decree Projects

ISD Project No.: E13-WASD-05

Measures: 30% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 06/16/2014

Submittal No: 1

Prime Local Preference: Yes

Prime Name: CAROLLO ENGINEERS, INC.

FEIN No.: 860899222

Trade Name: CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION

Subs Name	Trade Name	Subs FEIN No.
a. ARCADIS U.S., INC.	ARCADIS G&M, INC.	570373224
b. YOUSSEF HACHEM CONSULTING ENGINEERING, INC.		203225960
c. VITAL ENGINEERING, INC.		650386897
d. AVINO & ASSOCIATES, INC.		650053775
e. AXIOMA 3, INC.		650028948
f. GEOSOL, INC.		650997886
g. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
h. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
i. NOVA CONSULTING, INC.		650577672
j. FRAGA ENGINEERS, LLC		204038436
k. DWG ASSOCIATES, INC		030439000
l. MICHAEL K. STENSTROM		
m. VK TECH SERVICES		455283833
n. MEDIA RELATIONS GROUP, LLC		200118620
o. CAPITAL PROJECT STRATEGIES, LLC		260521031

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MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E13-WASD-05

Measures: 30% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 06/16/2014

Submittal No: 2

Prime Name: HAZEN AND SAWYER, P.C.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 132904652

Subs Name	Trade Name	Subs FEIN No.
a. BROWN AND CALDWELL (CORPORATION)		941446346
b. CES CONSULTANTS, INC.		650792884
c. TRIANGLE ASSOCIATES, INC.		650671382
d. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
e. CHEN MOORE AND ASSOCIATES	CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC	592739866
f. NV5 , INC. DBA KACO	VERTICAL V-SOUTHEAST, INC. DBA KACO	271979486
g. HADONNE CORP.		651089850
h. FELIBERTY CONSULTING GROUP, LLC		208588145
i. EBS ENGINEERING, INC.		650492113
j. NOVA CONSULTING, INC.		650577672
k. A.D.A. ENGINEERING, INC.		592064498
l. ROBERT J. SMITH CONSULTING		
m. HAWKINS DELAFIELD & WOOD LLP		135513390



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E13-WASD-05

Measures: 30% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 06/16/2014

Submittal No: 3

Prime Name: MWH AMERICAS, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 951878805

Subs Name	Trade Name	Subs FEIN No.
a. CDM SMITH, INC.	CAMP DRESSER & MCKEE INC	042473650
b. ARCHITECTS INTERNATIONAL, INC.		592032355
c. BERMELLO, AJAMIL & PARTNERS, INC.		591722486
d. BND ENGINEERS, INC.		650421519
e. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
f. FRAGA ENGINEERS, LLC		204038436
g. GEOSCI, INC.		592643645
h. MEDIA RELATIONS GROUP, LLC		200118620
i. INFINITE SOURCE COMMUNICATIONS GROUP, LLC		270403430
j. GEOSOL, INC.		650997886
k. MANUEL G. VERA & ASSOCIATES, INC.		591741639
l. METCO SERVICES SOUTHEAST, LLC		800203267
m. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
n. NOVA CONSULTING, INC.		650577672
o. TERRACON CONSULTANTS, INC.		421249917
p. WOOLPERT, INC.		201391406



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

DOLLARS AWARDED & PAID TEAM REPORT

OCI Project Name: Design Services for Wastewater Treatment Plants Related to Consent Decree Projects

OCI Project No: E13-WASD-05

Measures: 30% CBE Goal

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 06/16/2014

	Awarded Amount	Paid Amount
CAROLLO ENGINEERS, INC.		
CAROLLO ENGINEERS, INC.	0.00	-470,860.76
AXIOMA 3, INC.	34,698.00	44,000.00
AVINO & ASSOCIATES, INC.	0.00	300,719.09
VITAL ENGINEERING, INC.	0.00	337,442.40
YOUSSEF HACHEM CONSULTING ENGINEERING, INC.	0.00	261,890.85
GEOSOL, INC.	0.00	131,065.46
ARCADIS U.S., INC.	3,671,600.00	0.00
MILIAN, SWAIN & ASSOCIATES, INC.	150,000.00	1,548,628.93
LONGITUDE SURVEYORS, LLC	0.00	0.00
NOVA CONSULTING, INC.	17,650,000.00	4,003,616.45
FRAGA ENGINEERS, LLC	180,000.00	82,364.71
Team Total:	\$21,686,298.00	\$6,238,867.13

HAZEN AND SAWYER, P.C.		
HAZEN AND SAWYER, P.C.	0.00	16,982,512.28
HADONNE CORP.	0.00	13,746.99
NV5 , INC. DBA KACO	0.00	206,242.80
CHEN MOORE AND ASSOCIATES	400,000.00	19,162.30
A & P CONSULTING TRANSPORTATION ENGINEERS CORP.	0.00	7,193,951.98
TRIANGLE ASSOCIATES, INC.	0.00	655,114.70
CES CONSULTANTS, INC.	0.00	576,037.26
BROWN AND CALDWELL (CORPORATION)	6,934,414.10	1,607,302.36
FELIBERTY CONSULTING GROUP, LLC	0.00	0.00
A.D.A. ENGINEERING, INC.	130,000.00	1,152,553.82
NOVA CONSULTING, INC.	17,650,000.00	4,003,616.45

Dollars Awarded and Paid Team Report

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**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

DOLLARS AWARDED & PAID TEAM REPORT

OCI Project No: E13-WASD-05

Measures: 30% CBE Goal

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 06/16/2014

Paid
Amount

Awarded
Amount

HAZEN AND SAWYER, P.C.
EBS ENGINEERING, INC.

0.00

410,450.89

Team Total: **\$25,114,414.10**

\$32,820,691.83

MWH AMERICAS, INC.

MWH AMERICAS, INC.

4,500,000.00

3,360,305.13

ARCHITECTS INTERNATIONAL, INC.

560,000.00

399,682.72

BERMELLO, AJAMIL & PARTNERS, INC.

2,294,029.00

986,086.04

BND ENGINEERS, INC.

200,000.00

953,473.80

F.R. ALEMAN AND ASSOCIATES, INC.

45,400.00

36,752.00

FRAGA ENGINEERS, LLC

180,000.00

82,364.71

GEOSCI, INC.

0.00

0.00

MEDIA RELATIONS GROUP, LLC

0.00

584,608.15

INFINITE SOURCE COMMUNICATIONS GROUP, LLC

0.00

0.00

GEOSOL, INC.

0.00

131,065.46

MANUEL G. VERA & ASSOCIATES, INC.

0.00

570,629.57

METCO SERVICES SOUTHEAST, LLC

400,000.00

0.00

TERRACON CONSULTANTS, INC.

0.00

29,457.44

NOVA CONSULTING, INC.

17,650,000.00

4,003,616.45

MILAN, SWAIN & ASSOCIATES, INC.

150,000.00

1,548,628.93

WOOLPERT, INC.

1,399,979.55

43,917.79

CDM SMITH, INC.

6,229,312.00

1,230,139.39

Team Total: **\$33,608,720.55**

\$19,960,727.56

Dollars Awarded and Paid Team Report

pmerp_dap_report V 4/25/2005

Page 2 of 2

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DATE: July 1, 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-05
Design Services for Wastewater Treatment Plants Related to The Consent Decree Projects

[Handwritten signature of Gary Hartfield]

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 30% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Carollo Engineers, Inc. #1, Hazen and Sawyer, P.C. #2, and MWH Americas, Inc. #3, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

- 1. Carollo Engineers, Inc. #1 Compliant
2. Hazen and Sawyer, P.C. #2 Compliant
3. MWH Americas, Inc. #3 Compliant

SUMMARY:

Carollo Engineers, Inc. #1 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms Avino & Associates, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities, Surveying and Mapping-Land Surveying, and General Civil Engineering at 10%, Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Contamination Assessment & Monitoring, and General Civil Engineering at 9%, Nova Consulting, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Contamination Assessment & Monitoring, General Structural Engineering, and General Civil Engineering at 6.25%, Vital Engineering, Inc. to perform General Electrical Engineering at 4%, Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic, Geotechnical & Materials Engineering Services, and Environmental Engineering-Contamination Assessment and Monitoring at 2.5%, Fraga Engineers, LLC to perform General Mechanical Engineering and General Electrical Engineering at 1.25%, Axioma 3, Inc. d/b/a Axioma 3, Architects to perform Architecture at 1%, Longitude Surveyors, LLC to perform Surveying and Mapping-Land Surveying at .70%, and Youssef Hachem Consulting Engineering, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, Non-Destructive Testing and Inspections, General Structural Engineering, and General Civil Engineering at 5%. Carollo Engineers, Inc. is in compliance with the requirements of the CBE-A/E program.

Hazen and Sawyer, P.C. #2 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms CES Consultants, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, General Structural Engineering, General Mechanical Engineering, and General Civil Engineering at 9%, Triangle Associates, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities, General Structural Engineering, and General Civil Engineering at 4%, Chen Moore and Associates, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, and General Civil Engineering at 2%, Hadonne

Exhibit A

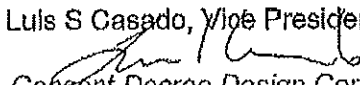


BUILDING A BETTER WORLD

MEMORANDUM

TO: Faith Samuels, Miami Dade DATE: September 29, 2014

FROM: Luis S Casado, Vice President MWH OCI Project No: E13-WASD-05

SUBJECT:  Consent Decree Design Contract – First Work Order to MWH
Second Negotiations Session – Pre submittal Materials

Following our initial discussions on September 22, 2014 as part of the first negotiations session, the following additional/revised materials are being submitted. These are to serve as the basis for follow-up discussions at the planned October 7, 2014 session.

- Scope of work including:
 - o Detailed scope description for agreed elements of work for WO1
 - o Compensation Tables
 - o Schedules

Note that Task 4 (Project 2.22 PS 2) and Task 5 (Project 2.2 Electrical) have been deleted per negotiations discussions. As per request, PS2 is on hold pending response from department to its need at this time.

- Written responses to MDWASD typed comments on the initial scope of work transmitted at the initial negotiations. (Attachment 1)
- Labor/cost breakdown spreadsheets for each task assignment using the revised rate structure put forth by MDWASD at the negotiations session.

Terms of Agreement as per Negotiation #1;

- The total contract valued is as presented for \$60 (sixty) million plus a 10% contingency
- The labor multipliers for this contract as presented during first meeting for 2.85, 2.4, and 2.1
- The allowable hourly rates used in the development of task costs are those as put forth by MDWASD at the September 22, 2014 meeting and are as follows:

Principal-In-Charge (Hourly Loaded Rate \$130)
Marshall Davert, President.

Project/Portfolio Management and Director of Engineering
(Maximum Hourly Loaded Rate \$265)
Don Bassett, PE, Luis Casado, Art Umble, PhD, Bruce Chalmers, PE

With this memo, the MWH acknowledges and accepts these rates as proposed by MDWASD.

The remainder of the team will all be under the raw salary times multiplier equation of revenue under

NDWWTP – Effluent Disposal (Project 3.7): The description of the facilities and services to be provided for this project are furnished under Task 2.

CDWWTP: The CDWWTP is the Department's oldest existing wastewater treatment facility. The plant is located on Virginia Key and was originally constructed in 1956. It has undergone numerous expansions and upgrades from its original permitted capacity of 47 mgd as a modified activated sludge process to its current configuration as a 143 mgd average annual daily flow (AADF) high-purity oxygen activated sludge facility. The CDWWTP has two separate liquid process treatment streams - Plant 1 and Plant 2. Plant 1 is rated at 60 mgd AADF and Plant 2 is rated at 83 mgd AADF. Facilities at the CDWWTP to be upgraded are described in the "Existing Condition Report - Upgrades to the Central District Wastewater Treatment Plant - Work Order No.1" dated September 2008 and updated in December 2012.

CDWWTP – Digesters Plant 2 Cluster 1 (Project 2.15): The description of the facilities and services to be provided for this project are furnished under Task 3.

MDWASD may, at their discretion, appoint a designee from Consent Decree Program Manager to act as Client Project Manager. Where this does occur, the ENGINEER will coordinate all project activities through the designated Client PM.

SCOPE OF SERVICES

TASK 1 PROJECT PORTFOLIO MANAGEMENT MOBILIZATION

The ENGINEER will be responsible for design services associated with the wastewater treatment plants improvements. These design services, and associated engineering services during construction, are one element of the comprehensive consent decree program that also includes the Wastewater Collection and Transmission System (WCTS) and Capacity, Management, Operations and Maintenance (CMOM) programs. The overall planning, monitoring and reporting on the composite of the program efforts are the responsibility of the Consent Decree Program Manager (CDPM). The CDPM will promulgate standards for the ENGINEER to follow relative to project execution and reporting to provide program consistency.

As part of the first 90 day mobilization effort for this work order, the ENGINEER will work with the CDPM to establish baseline processes and procedures governing the execution and delivery of all work products. This will include the development, promulgation and implementation of:

- Project Delivery Model
- Reporting Systems and Tools
- Project Confirmation

- Project Delivery Standards

Each of these is reviewed in the following.

Task 1.1 Project Delivery Model

In concert with the CDPM and MDWASD, the ENGINEER will develop an over-arching Project Delivery Model ("PDM") for WWTP design efforts. The PDM will serve to drive consistency for all design projects and will also incorporate a governance approval framework. The PDM for design project will include:

- Project Lifecycle
- Value Management Process
- Approval Stage Gates

The PDM will be based upon past similar efforts undertaken for MDWASD and will reflect any elements specific to the CD Program. The project workflow depicted within the PDM will reflect the various project delivery approaches envisioned including different alternative delivery methods.

The ENGINEER will attend a series of meetings conducted by the CDPM related to PDM for the entire CD program. The ENGINEER will conducted a series of meetings to review the proposed WWTP portfolio PDM approach

Task 1.2 Project Reporting Tools and Systems

The successful coordination and execution of a portfolio of projects with the magnitude and complexity envisioned requires the application of a consistent set of reporting tools and systems, with compatibility and connectivity between parties involved. The ENGINEER will have a series of initial workshops with the CDPM to review the tools and systems to be employed and the required interconnectivity.

The ENGINEER will conform to the direction provided by the CDPM related to the implementation and configuration of systems for:

- Scheduling
- Budgeting
- Cost estimating
- Document management
- Reporting via collaboration space
- Project controls systems
- Invoicing
- Monthly reporting

The standards will apply across the entire portfolio of wastewater treatment plant projects. The ENGINEER will participate in a series of workshops reviewing system and tools requirements.

Task 1.3 Project Confirmation

The purpose of this task is to review, confirm or modify any initial project assumptions related to portfolio implementation. The activities will be conducted in concert with the CDPM and include the following sub tasks.

Sub Task 1.3.1 Existing Information Compilation

Compile and review all information currently being used as the basis for project definition. This would include all WWTP condition assessment reports and other more recent materials pertinent to the planned improvements

Sub Task 1.3.2 Documenting Consent Decree Requirements

Review current consent decree requirements. Determine if any specific elements of the consent decree are likely to be modified and the potential impact of any modifications to portfolio implementation.

Sub Task 1.3.3 Project Initial Definition

Define each individual project in terms of:

- **Scope:** the extent of the project, components, etc.
- **Schedule:** the initiation and completion dates for all phases of project implementation overlaid with consent decree requirements
- **Budget:** the current budget for implementation
- **Delivery Approach:** the planned method for delivery such as design-bid-build or design-build, etc.
- **Project Packaging:** review the potential to combine or separate project content relative to implementation
- **Project Interdependencies:** identify any potential interdependencies that would impact scheduling and sequencing of implementation

Sub Task 1.3.3 Project Confirmation

The projects as defined in the prior task will be reviewed relative to the most current information and circumstances. Projects will be either confirmed as originally intended, or modified to reflect current conditions. Information will be summarized in a concise project confirmation document, and be reflected in data residing within the systems and tools for this portfolio of projects.

Task 1.4 Project Delivery Standards

The ENGINEER will attend and participate in meetings conducted by the CDPM dealing with:

- CAD production standards
- Asset management standards

Based upon the direction provided, a summary document for design development and drawing creation will be prepared and used for design product development.

Task 1.5 Portfolio Coordination

The ENGINEER will attend and participate in meetings conducted by the CDPM involving the entire portfolio of active consent decree wastewater treatment plants projects. The ENGINEER will attend and participate in coordination meetings with the three plant consultants undertaking Rehabilitation and Replacement (R&R) projects at each of the facilities conducted by MDWASD. Under this task the ENGINEER will attend and participate in meetings with MDWASD operations and maintenance staff that are related to overall strategy development for facilities' operations.

DELIVERABLES:

1. PDM summary work document
2. Tools and Systems – deployed
3. Project confirmation summary document
4. Design standards summary document

MEETINGS:

1. Up to three meetings for development and review of the PDM
2. Up to three workshops on program/portfolio tools and systems
3. Up to three workshops on project confirmation
4. Two meetings on design standards
5. One meeting with R&R consultants

ASSUMPTIONS

1. ENGINEER will issue electronic draft meeting minutes in MSWord format to attendees within 3 working days of each meeting. ENGINEER will allow 10 working days for receipt of comments from all attendees before proceeding to issue final electronic meeting minutes in *.PDF format to attendees.
2. In the performance of these services, ENGINEER may use personnel and resources from affiliated ENGINEER companies.
3. This task excludes third party litigation services or expert witness services if required for any third party request.
4. The ENGINEER will include the Consent Decree Program Manager Representative in invitations to progress meetings and review meetings.

SCHEDULE

The ENGINEER will endeavor to complete the work activities described herein within three months of receipt of an executed Notice to Proceed (NTP). The proposed schedule is shown below.

Task 1 Project Portfolio Management Mobilization	Schedule	
	Start (month)	Finish (month)
Task 1.1 Project Delivery Model	NTP	2
Task 1.2 Project Reporting Tools and Systems	NTP	3
Task 1.3 Project Confirmation	1	3
Task 1.4 Project Delivery Standards	2	3
Task 1.5 Portfolio Coordination	2	3

COMPENSATION

The ENGINEER agrees to provide the scope of services above for the lump sum compensation of \$396,252 to be invoiced on a monthly basis in accordance with the ENGINEER's estimated percent complete. ENGINEER will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total fee is not exceeded. Hours and cost are further delineated in Attachment A.

TASK 2 NDWWTP EFFLUENT DISPOSAL/OCEAN OUTFALL PUMP STATION (PROJECT 3.7)

For this project, the ENGINEER will prepare a BODR submittal for components as outlined below. BODR to be in general conformance with BODR Submittal requirements provided and summarized herein.

This project will rehabilitate the Effluent Pump Station wet well to correct existing leaks, patch up corroded and eroded areas and modify the existing pump bays so that they comply with Hydraulic Institute standards. There will also be major renovations to the electrical gear in the Effluent Pump Station Building. Renovation will include the removal and replacement of the existing 4160 V switchgear, the 480 V MCC, and the addition of a secondary/redundant electrical ductbank to provide a dual feed configuration for this process area as well.

This project generally consists of the following components:

Site/Civil

- Rehabilitate 114-in pipe from treated effluent distribution chamber to effluent junction box and from effluent junction box to the Effluent Pump Station.
- Rehabilitate 90-inch Effluent Pump Station bypass.

Process - Mechanical

- Replace leaking 90-inch butterfly valves V3 and V4 at effluent pump station discharge

Architectural and Structural

- Rehabilitate/ repair damaged wet-well and pump bay concrete
- Repair leaks at 90-inch effluent piping penetration of wet-well wall
- Modify existing pump bays to meet current Hydraulic Institute standards

Electrical and Instrumentation

- Replace two (2) 4160V switchgears
- Replace four (4) 480V MCC's
- Provide 4160V duct bank from main electrical building to effluent pump station as a redundant feeder (approx. 500 LF)
- Provide six (6) new VFD's and pump motors to replace magnetic drives

HVAC

- Install new ventilation system in pump station

Task 2.1 Project Management

The ENGINEER will be responsible for overall coordination and management of this project task through its assigned Project Manager (PM). The PM will manage the agreed budget and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM's efforts will be focused on completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating QA/QC reviews of project efforts and identifying and communicating to the MDWASD issues that arise, which may impact project progress. This task includes the assistance of a junior engineer and other technical and administrative staff for coordinating, assembling and formatting of deliverables and other internal project management meetings and activities. Other activities under this task include:

- The ENGINEER will prepare for and attend one (1) project initial kick-off meeting with representatives from the MDWASD.
- The ENGINEER will prepare and attend project meetings/workshops as identified and described under each task. The ENGINEER will provide technical lead engineers to participate in these meetings/workshops, either by teleconference or onsite depending on criticality of activities. All meetings will be held at the NDWWTP administration

building or Douglas Road MDWASD offices. It is anticipated that one (1) project meetings and one (1) workshop will be held under this work order.

- The PM will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, and any project issues requiring discussion or resolution.
- The ENGINEER will prepare an agenda for all of the meetings as part of the deliverables of this work. The agenda will have clear expectations relevant to the objective of the project and it is intended to:
 - I. Clarify the objectives for attendees to understand the meeting purpose and tasks
 - II. Distribution of the agenda prior to the meeting to help all participants plan and prepare to make an effective contribution
 - III. Provide direction and focus for the discussion during the meeting
- The ENGINEER will prepare Meeting Minutes summarizing the discussion, decisions made, tasks delegated, deadlines, and any action required by participants

DELIVERABLES:

1. Kick-off Meeting, Agenda and Meeting Minutes
2. Project Meeting Agenda and Meeting Minutes
3. Monthly Progress Reports
4. Monthly invoices

MEETINGS:

1. Kick-off Meeting
2. One project meeting
3. One workshop

Task 2.2 Process and Equipment Systems Overview and Updated Project Description

The ENGINEER will provide an overview of the components associated with this plant system upgrade to update the project description and reflect any changes impacting the original recommendations included in the following reports:

- North District Plant Wastewater Treatment Plant Renewal and Replacement Project -- Task Order 1 - dated October 2008 completed by Brown & Caldwell
- North District Wastewater Treatment Plant Renewal and Replacement Project Update -- Task Order 11 - dated November of 2012 completed by Brown & Caldwell

The upgrades and project description referenced in these reports will be updated to reflect any changed conditions or new information provided to the ENGINEER. Any changes will be described, the reason for them provided, and justification for adoption delineated in the BODR. The updated project description will serve as the basis for further engineering analysis.

DELIVERABLES:

1. Draft Technical Memorandum - Updated Project Description: This memorandum will describe and summarize any identified changes impacting the original project description, original project conditions, and original project recommendations and provide an Updated Project Description based on these changes. This includes proposed performance and maintenance criteria that will be used as the basis for analyzing the alternatives as described in section that follows.
2. Final Technical Memorandum - Updated Project Description: Based on received comments from MDWASD staff, the ENGINEER will revise and submit a Final Technical Memorandum - Updated Project Description.

MEETINGS:

1. Project Meeting to present and discuss the Draft Technical Memorandum - Updated Project Description with MDWASD staff. Review comments will be discussed and noted for incorporation into the Final Technical Memorandum. The review meeting will be scheduled within five (5) days of submittal of the Draft Technical Memorandum.

Task 2.3 Alternative Analysis

The ENGINEER, working with MDWASD staff, will identify and develop up to two alternatives to be evaluated prior to selecting a preferred alternative to be carried forward to project definition.

Sub Task 2.3.1 Key Component Surge Protection Assessment

In this subtask the ENGINEER will provide an assessment of two alternatives for the location of key electrical equipment components relative to the impact of projected ocean surge. MDWASD will provide the elevations to be used for key component protection.

1. Baseline: current location and elevations
2. Alternative 1: "hardening" of current location
3. Alternative 2: new location

On the basis of the analysis performed, the most appropriate alternative will be identified and recommended.

Sub Task 2.3.2 Alternatives Evaluation

- The ENGINEER will provide an evaluation of the alternatives developed in the prior sub task. The evaluation will be based upon cost and non-monetary criteria developed and scored by the ENGINEER.
- A workshop facilitated by the ENGINEER will be conducted to present each alternative, score and rank, for the selection of a preferred alternative that will be carried forward into project definition and incorporated into the BODR.
- Cost information under this task will be planning level Class 4, as defined by the AACE International, to be used for alternatives evaluation.

Sub Task 2.3.3 Recommended Project

Based upon the alternatives evaluation conducted in the prior sub task, a recommended set of improvements will be summarized within a Technical Memorandum that will be provided to MDWASD. The decision making process will also be documented in the BODR. The acceptance of these recommendations will serve as the basis for all further engineering of facilities improvements.

DELIVERABLES:

1. Draft Technical Memorandum - Alternatives Evaluation
2. Final Technical Memorandum - Alternatives Evaluation: Based on received comments from MDWASD staff, the ENGINEER will revise and submit a Final Technical Memorandum - Alternatives Evaluation.

MEETINGS:

1. Alternative Evaluation Project Workshop to engage and elicit MDWASD staff in the scoring and ranking of alternatives.
2. Project Meeting to present and discuss the Draft Technical Memorandum – “Alternatives Evaluation” with MDWASD staff. Review comments will be discussed and noted for incorporation into the final Technical Memorandum. The review meeting will be scheduled within five (5) days of submittal of the Draft Technical Memorandum.

Task 2.4 Project Definition

The ENGINEER will develop preliminary design information for the project selected in the prior task. Design criteria will be presented on a discipline-by-discipline basis and will define the technical, engineering and operational considerations used in project development that will serve as the basis for subsequent detailed design documents. The design will be developed to the 10% completion level.

BODR Narrative: The project definition within the BODR will include the following content:

- **Project Staff and Nomenclature:** A summary of the personnel contributing to the document's preparation and their project roles; abbreviation, acronyms and nomenclature.
- **Project Description:** An overview of the proposed project including its major function and significant components.
- **Existing Site Conditions:** Summary of the existing site conditions and any specific elements pertinent to planned improvements. This includes an assessment of existing infrastructure and material testing if required.
- **General Design Requirements:** A summary of design requirement for major components associated with improvements. This includes:
 - Drawing and BIM requirements

- Asset management requirements
- **Summary of Flows and Loading:** (NA)
- **Alternative Evaluation and Selection:** A summary of the alternatives evaluated and recommendations put forward.
- **Solids and Flow Mass Balances:** Flow balance for the pump station.
- **Hydraulic Analysis:** A summary of flows and hydraulic constraints pertinent to the project.
- **Basic Design Data:** Design criteria for each discipline to define the standards and requirements that will be utilized for detailed design of the selected project.
- **Architectural Summary:** An outline of the architectural elements of the work and associated design criteria will be outlined including governing codes.
- **Structural Summary:** Definition of structural design criteria, governing codes and other requirements: any special geotechnical/foundation consideration will also be delineated.
- **Mechanical - Process:** Tabulation of process design criteria for major equipment systems. This will include preliminary performance criteria. A narrative will be provided outlining the major process mechanical components. Catalog cut-sheets for major process equipment will be provided.
- **Mechanical – HVAC:** Document considerations related to providing HVAC and fire protection for structures. Design criteria for ventilation rates per area types to be provided.
- **Mechanical – Plumbing:** Document considerations related to providing plumbing for structures.
- **Instrumentation and Controls:** Outline the means for control of the system. The integration description into existing controls systems will be provided.
- **Electrical:** As appropriate, analyze current and future electrical loads. Improvements required for new electrical facilities (substations, switchgear, etc.) to accommodate additional electrical loads or replaced aged existing equipment will be delineated. Hazard classifications to be delineated as appropriate.
- **Geotechnical Investigations and Summary:** Results of the geotechnical investigation conducted to provide design criteria and recommendations for the construction of new structures and bedding and compaction for new piping.
- **Civil:** A narrative summarizing civil and site improvements. MDWASD will provide the topographical survey for the project area. Existing yard piping information, site plans, and MDWASD survey information will be used for this task. Site investigation for identification of buried pipes is not included in this task.
- **Preliminary Sequencing of Construction:** Description, in general terms, of the anticipated sequencing of construction activities that will maintain continued operations of the WWTP during construction of the new facilities taking into

consideration on-site operation and maintenance, site access, available space, and other considerations.

- **Permitting Requirements:** Initiate preliminary coordination with listed permitting agencies to identify permitting requirements for the constructing and operating upgraded and new facilities. These requirements will be taken into consideration in the basis of design and to be followed through the design. Coordination will be performed with these agencies:
 - Florida Department of Environmental Protection (FDEP)
 - Miami Dade Regulatory and Economic Resources (RER)
 - City of North Miami

It is anticipated that this section will provide description of the permitting process, application requirement, local building codes, lead times, identification of administrative public process and anticipated fees.

- **Survey:** Results of preliminary site survey performed by ENGINEER.
- **Opinion of Probable Construction Cost:** Prepare a planning level construction cost estimate for budgetary purpose as defined by AACE International Class 4 cost estimate. Class 4 estimates are generally prepared based on limited information and subsequently have fairly wide accuracy ranges. They are typically used for project screening, determination of feasibility, concept evaluation, and preliminary budget approval.
- **Public Impact Evaluation:** (NA)
- **Design and Construction Schedule:** Prepare a high level design and construction schedule for planning purposes in P6. The schedule will take in consideration continuous operation requirements and sequencing of improvements.
- **Climate Adaptation and Resilience:** Design criteria consideration for resilience during surge conditions will be evaluated and appropriate protections incorporated into the design in accordance with guidelines or decisions made by MDWASD.
- **Code Classification Assessment:** Summary table for all significant structures to be constructed or substantively modified indicating code requirements for each.

BODR Lists: The following lists will be developed and incorporated into the BODR:

- Anticipated Final Drawing List
- Anticipated Final Specifications List (in 50 Division CSI Format)

BODR Drawings: The drawings within the BODR for the conceptual design of new facilities will be developed in 3D and modifications to existing facilities will be generated using the existing as-built drawings in 2D. 3D design will be developed using solid 3D Building Information Modeling (BIM) models in accordance with the ENGINEER's design standards. The elements in the 3D model shall contain minimum information to specify function and material. The model level of development (LOD) shall be 300 as defined by BIM Forum Level

of Development Specification issued August 2013. Design documents shall be extracted from the 3D models. Yard piping and other civil preliminary design will be done in 2D.

Exhibit A-T2 provides the proposed list of drawings to be developed. A summary of the conceptual design to be presented in the drawings is provided below:

- **General:**
 - Cover, List of Drawings, Symbols and Notes.
 - Conceptual site and yard piping plans depicting the location and orientation of proposed major structures, roadways, outdoor equipment, and piping. Drawings will be developed using information from the existing record drawings as provided by MDWASD. Modifications to site access, roadways and major storm water piping will be depicted on the site plan.
- **Demolition:** Drawings outlining the extent of major demolition.
- **Process Flow Diagrams:** depict major process and equipment schematically
- **Hydraulic Profiles:** An existing hydraulic profile will be provided along with a revised profile reflecting the recommended improvements.
- **Architectural Plans:** (NA)
- **Process Mechanical:**
 - Conceptual general arrangement plan drawings showing the proposed mechanical equipment and piping of major process equipment. Critical sections will be depicted.
 - Proposed pipe diameters, pipe materials, and valve types will be depicted for major piping.
- **Instrumentation and Controls:**
 - SCADA Network Block Diagram
 - Preliminary process and instrumentation diagrams for each treatment process
- **Electrical:**
 - Electrical site plan
 - Draft single line diagrams
 - Conceptual general arrangement drawings of the main electrical power supply rooms (transformers, switchgear, MCCs and VFDs)

BODR Cut-Sheets: As appropriate, cut-sheets for:

- Major process mechanical equipment
- Major electrical equipment
- Major I&C equipment

Task 2.5 Basis of Design Report with Drawings Development

The information developed in the prior task will be compiled into a BODR. The BODR is a description of the Project and should be a bound presentation of the facts sufficiently complete

in accordance with the format outlined to expedite review of the Preliminary Design Submittals. The BODR narrative presents the basic information, criteria, logic, evaluations and considerations developed in each category to prepare the submittal. The submittal should be prepared to address, at a minimum all components of the FDEP Preliminary Engineering Report as described in Florida Administrative Code (F.A.C.) Chapter 62.620. All comments from the Draft submittal will be addressed and properly closed out prior to the Final BODR submittal.

DELIVERABLES:

1. Draft BODR to encompass Project Design Definition by discipline, project schedule and opinion of probable construction cost. Basis of Design preliminary drawings per discipline will be provided as part of the BODR.
2. Final BODR: Based on received comments from MDWASD staff, the ENGINEER will revise and submit a Final BODR.
3. Electronic files (PDF searchable) of Technical Memorandums, reports, drawings, and calculations.
4. Five paper copies of the drawings (11"x 17") will be provided. An electronic USB or CD device will also be provided with PDF versions of the BODR report and drawings.
5. Electronic version of the 3D model and 2D AutoCAD drawings will be provided.

MEETINGS:

1. A Project Meeting to present and discuss the Draft BODR and drawings. The review meeting will be held at the CDWWTP site. Review comments will be discussed and noted for incorporation into the Final BODR and drawings. The review meeting will be scheduled within five (5) days of submittal of the Draft BODR.

ASSUMPTIONS

1. MDWASD will provide existing drawings, survey documents, underground utility investigations, and geotechnical investigations of the existing facility, as well as other available pertinent information requested by ENGINEER. MDWASD will provide existing background information to ENGINEER in electronic, native-file or *.PDF format and one reproducible copy. ENGINEER will be entitled to reasonably rely upon the accuracy of the information and data provided by MDWASD for performance of this work order.
2. MDWASD Reviews: To expedite the review of draft deliverables, a review meeting will be scheduled with MDWASD staff within five (5) days of submittal of the draft deliverable. At the review meeting, the ENGINEER will present the key elements included in the deliverable and facilitate a review and discussion of the documents with MDWASD staff. Review comments will be discussed and noted for incorporation into the final deliverable.
3. ENGINEER will issue electronic draft meeting minutes in MSWord format to attendees within 3 working days of each meeting. ENGINEER will allow 10 working days for receipt

of comments from all attendees before proceeding to issue final electronic meeting minutes in *.PDF format to attendees.

4. There are no known hazardous waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during preliminary design.
5. In the performance of these services, ENGINEER may use personnel and resources from affiliated ENGINEER companies.
6. This task excludes third party litigation services or expert witness services if required for any third party request.
7. This task excludes preparation of technical specifications.
8. The ENGINEER will include the Consent Decree Program Manager Representative in invitations to progress meetings and review meetings.
9. The engineering opinion of probable construction cost estimate to be developed under the attached Scope of Work is identified in accordance with the cost estimate classes as defined by the AACE International. MDWASD acknowledges that ENGINEER has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the probable cost of the construction, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to the natural disasters and the associated cleanup/restoration activities and other events beyond the control of ENGINEER. MDWASD further acknowledges that this is a "snapshot in time" and that the reliability of this engineering opinion of probable construction cost will inherently degrade over time. MDWASD agrees that ENGINEER cannot and does not make any warranty, promise, guarantee, or representation, either express or implied, those proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its good faith cost estimate.
10. This task excludes third party litigation services or expert witness services if required for any third party request.
11. The ENGINEER will include the Consent Decree Program Manager Representative in invitations to progress meetings and review meetings.
12. For the 114 inch and 90 inch pipelines, MDWASD will undertake and carryout the visual field inspection of the interior surfaces.

SCHEDULE

The ENGINEER will endeavor to complete the work activities described herein within four months of receipt of an executed Notice to Proceed (NTP). The proposed schedule is shown below.

Task 2 NDWWTP Effluent Disposal/Ocean Outfall Pump Station	Schedule	
	Start (month)	Finish (month)
Task 2.1 Project Management	NTP	4
Task 2.2 Process and Equipment Systems Overview and Updated Project Description	NTP	1
Task 2.3 Alternative Analysis	1	2
Task 2.4 Project Definition	2	3
Task 2.5 Basis of Design Report and Drawing Development	3	4

COMPENSATION

The ENGINEER agrees to provide the scope of services above for the lump sum compensation of \$420,900 to be invoiced on a monthly basis in accordance with the ENGINEER's estimated percent complete. ENGINEER will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total fee is not exceeded. Hours and cost are further delineated in Attachment A.

TASK 3 CDWWTP DIGESTERS PLANT 2 CLUSTER 1 (PROJECT 2.15)

Under Central District WWTP Renewal and Replacement Contract, Work Order No. 16 the R&R consultant has been tasked to provide the Basis of Design Report and 30% Drawings and Specifications for Plant 2, Cluster 1 digesters improvements. The general scope of work herein is to advance the design of these digesters from the approved BODR - 30% drawings and specifications to bid-ready documents. The improvements to Cluster 1 will be undertaken using a conventional delivery approach (design-bid-build). Some or all of the major equipment required for this project may be direct purchased by the MDWASD and turned over to the contractor for incorporation into the works.

The "Existing Condition Report - Upgrades to the Central District Wastewater Treatment Plant - Work Order No.1" dated September 2008, and its update in 2012, identified all the digesters as critical areas in need of rehabilitation and repair. There are four (4) clusters of four (4) digesters located at Plant 2, and two (2) more clusters of four (4) digesters at Plant 1, for a total of twenty-four (24) digesters that provide mesophilic digestion process for stabilization of their biosolids generated within the treatment process. Each cluster of digesters has an associated Digester Cluster Control Building, containing the sludge digestion equipment (e.g., pumps, blowers, heat exchangers, etc.) and appurtenances, and electrical and instrumentation facilities.

The pumps and other equipment in each Digester Cluster Control Buildings are severely corroded, leaking, and require immediate replacement. Furthermore, a majority of the piping and valves located within these buildings are heavily corroded and/or suspected to be partially obstructed by precipitation, such as struvite, and should be replaced under the improvements program. Internal meetings with plant O&M staff suggest the existing digester yard piping is also heavily corroded and in need of replacement. The majority of the electrical panels and components are corroded, past their useful life, and in need of replacement.

The digester tank covers have been rebuilt and repaired several times to keep them in service and are in need of replacement. Furthermore, the equipment internal to the digesters (e.g., mixing systems, recirculation pumps, gas handling facilities, etc.) are in varying stages of conditions, and should be replaced where necessary. The operation of the equipment and systems associated with each of the Digester Clusters has become a challenge due to the equipment limitations and changes to the original system.

This detailed design will proceed following completion of the Basis of Design Report (BODR) prepared by the ENGINEER in connection with the Rehabilitation and Replacement (R&R) effort at the CDWWTP. The ENGINEER will complete the detailed design of the Plant 2, Cluster 1 digester improvements as part of the producing final design documents (drawings and technical specifications) to be used for the purposes of bidding the project. The detailed design will consist of civil, architectural, structural, process mechanical, building mechanical (HVAC, plumbing, and fire), instrumentation and controls, and electrical design.

The design of the facilities will include the following elements:

- 60%, 100%, and Bid Ready (incorporating Building Department comments) submittals
- Replacement of all mechanical equipment associated with the anaerobic digester including, but not limited to pumping systems, heat exchanger, digester mixing systems, gas booster, waste gas burner and the associated piping, valves and appurtenances
- New digester covers for each tank
- New electrical room, MCC replacement, electrical and instrumentation upgrades and all associated wiring replacement. Replacement or upgrade of lighting.
- Hardening against sea level rise and storm surge.
- Structural and architectural rehabilitation of the controls building as needed.
- Demolition and removal of existing equipment
- Replacement or upgrade of ventilation, plumbing and fire protection systems
- Replacement or rehab of all miscellaneous metals including handrails, grating, and floor hatches.
- Preparation of technical specifications for any major equipment to be procured by MDWASD

- Permitting assistance as necessary including, but not limited to FDEP, RER, and City of Miami. Provide for dry run Building Permit review process and incorporate comments from RER and Building Department to produce bid-ready contract documents.
- Participation in value engineering and constructability reviews at 60% milestone

This design may serve as the template for other similar digester refurbishment projects.

Task 3.1 Project Management

The ENGINEER will be responsible for overall coordination and management of this project task through its assigned Project Manager (PM). The PM will manage the agreed budget and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM's efforts will be focused on completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating QA/QC reviews of project efforts and identifying and communicating to the MDWASD issues that arise, which may impact project progress. This task includes the assistance of a junior engineer and others for coordinating, assembling and formatting of deliverables and other internal project management meetings and activities. Other activities under this task include:

- The ENGINEER will prepare for and attend one (1) project initial kick-off meeting with representatives from the MDWASD.
- The ENGINEER will prepare and attend project meetings/workshops as identified and described under each task. The ENGINEER will provide technical lead engineers to participate in these meetings/workshops, either by teleconference or onsite depending on criticality of activities. All meetings will be held at the CDWWTP administration building or Douglas Road WASD offices. It is anticipated that three (3) project meetings and one (1) workshop will be held under this work order.
- The PM will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, and any project issues requiring discussion or resolution.
- The ENGINEER will prepare an agenda for all of the meetings as part of the deliverables of this work. The agenda will have clear expectations relevant to the objective of the project and it is intended to:
 - I. Clarify the objectives for attendees to understand the meeting purpose and tasks
 - II. Distribution of the agenda prior to the meeting to help all participants plan and prepare to make an effective contribution
 - III. Provide direction and focus for the discussion during the meeting
- The ENGINEER will prepare Meeting Minutes summarizing the discussion, decisions made, tasks delegated, deadlines, and any action required by participants

DELIVERABLES:

1. Kick-off Meeting, Agenda and Meeting Minutes
2. Project Meeting, Agenda and Meeting Minutes
3. Monthly Progress Reports
4. Monthly invoices

MEETINGS:

1. Project Kick-off Meeting
2. Three project meetings
3. One workshop

Task 3.2 Field Investigations – Geotechnical Investigation

The ENGINEER will perform on-site geotechnical investigation to assist with the design of the digester improvements. One (1) geotechnical boring will be taken at the Cluster 1 location. Information to be determined may include the following:

- Soils Information: Classifications, moisture content grain size analysis, plastic properties, unit weights, permeability, and compaction
- Water surface elevations
- Pipe bedding and compaction recommendations for large diameter yard piping

DELIVERABLES:

1. Geotechnical Report

Task 3.3 Detailed Design

Detailed design consists of the following:

Sub Task 3.3.1 Design Development (60% Design Documents)

Using the Basis of Design Report and 30% design submittal previously prepared for this project, as well as associated drawings generated, the ENGINEER will develop the detailed design of digester improvements to the 60% completion level. A memo will be prepared outlining any substantive changes between the 30% and 60% design concepts. The ENGINEER's standard technical specifications and standard detailing techniques shall be used.

Subtask 3.3.1.1 Design Development Documents Model, Drawings, and Specifications (60%)

The ENGINEER will develop a 3D Building Information Modeling (BIM) model in accordance with the ENGINEER's design standards. The elements in the 3D model shall contain minimum information to specify function and material. The model level of development (LOD) shall be 350 as defined by BIM Forum Level of Development Specification issued August 2013. Design documents shall be extracted from the 3D models to develop 2D detailed design drawings. The 60% design completion level for drawings consists of the following:

- General – Cover, Index, Location, General Notes, Hydraulic Profiles, Process Flow Diagrams
- Civil – General Notes, Existing Condition Plans, Construction Site Plans, Demolition Plans, Site Plans, Paving, Grading and Drainage, Yard Piping, Standard Details, Landscaping
- Architectural – General Notes, Code Summary, Life Safety Plans, General Layout, Floor Plans, Roof Plans, Building Sections, Building Elevations, Large Scale Plans of key areas, Interior Elevations, Reflected Ceiling Plans, Door and Room Finish Schedules, Standard Details
- Structural – General Notes, Design Criteria, General Layout, Piling Plan, Foundation Plan, Building Plan showing each floor and critical levels, Framing Plan, Beam and Column Schedule, Roof Plan, Section and Details, Standard Details
- Mechanical – General Notes, Process Legend, Demolition Plans, Pipe Schedules, Pump Schedules, General Arrangement, Plan and Sections, Details, Chemical System Schematics, Standard Details
- HVAC – General Notes, Schedules, General Layout, Plans and Sections, Schematics, Standard Details
- Plumbing – General Notes, Fixture Schedule, General Layout, Plans and Sections, Riser Diagrams, Standard Details
- Fire Protection – General Notes, General Layout, Plans and Sections, Riser Diagrams, Standard Details
- I&C – General Notes, Control System Architecture, PID's, Instrument Location Plan, Instrument Details
- Electrical – General Notes, Site Plan, Site Lighting and Security, Single-Line, Area Hazard Classifications, Conduit and Cable Schedules, Demolition, Equipment Relocation, Floor Plans and Sections, Equipment Layout, Lighting Layout, Power Layout, Lightning Protection and Grounding, Telecommunications, Security, Typical Riser Diagrams, Standard Details
- Detail callouts may not be present on drawings
- Sections and details may be only partially complete for each discipline

The ENGINEER will develop draft technical specifications for major process mechanical and electrical equipment, piping, valves, and General Requirements (Division 01). Some performance and material design information may be incomplete or in draft form pending final design calculations and coordination. The MDWASD's standard front end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices) shall be used for bidding the project. Technical specifications will be modified as necessary to conform to the requirements of the MDWASD'S standard front end documents.

DELIVERABLES:

1. Five (5) half size (11"x17") bound sets of Design Development Drawings
2. Five (5) bound sets of Design Development Specifications
3. One (1) PDF binder of Design Development Drawings and Specifications

Subtask 3.3.1.2 Design Development Document Review

The ENGINEER will submit the Design Development drawings and specifications to the MDWASD for review to verify that consistency with the desired design intent is being achieved. The MDWASD project manager shall be responsible for distributing drawings and specifications to MDWASD personnel for review and comment. The MDWASD project manager shall also be responsible for consolidating all MDWASD review comments onto one set of drawings and specifications and/or a spreadsheet listing each comment by drawing or specification number to transmit to the ENGINEER. The ENGINEER will schedule and attend one meeting with the MDWASD to discuss the review comments and proposed revisions. After the receipt and resolution of MDWASD comments on the 60% submittal, the design will be put "into production," hence it is important for significant comments to be received and addressed during this time. The ENGINEER will provide a comment response log to document responses to each review comment and review meeting notes to document the review meeting discussions and decisions.

DELIVERABLES:

1. Electronic MS Excel comment log file for incorporation of all review comments and responses
2. One (1) PDF copy of Review Comment Log with Responses

MEETINGS:

1. Meeting to discuss the review comments and proposed revisions.

Sub Task 3.3.2 Construction Document Development (100% Design Documents)

Subtask 3.3.2.1 Construction Documents Model, Drawings, and Specifications (100%)

Using the approved 60% Design developed in the prior task, the ENGINEER will develop the design model, drawings, and specifications to the 100% level. The design will be complete as necessary for permitting review. Minor details and notes may be added to these documents, but will be finalized following permitting review.

DELIVERABLES:

1. Five (5) half size (11"x17") bound sets of Construction Documents Drawings
2. Five (5) bound sets of Construction Documents Specifications

3. One (1) PDF binder of Construction Documents Drawings and Specifications

Subtask 3.3.2.2 ENGINEER's Opinion of Probable Construction Cost

Using the Construction Development documents, the ENGINEER will develop the ENGINEER's Opinion of Probable Construction Cost (AACE International Class 2) for the project. The ENGINEER's Opinion of Probable Construction Cost will be used by the MDWASD's Contracts Department to complete Invitation to Bid and other required documents for bidding the project.

DELIVERABLES:

1. One (1) hardcopy and one (1) PDF copy of ENGINEER'S Opinion of Probable Construction Cost (AACE International Class 2)

Subtask 3.3.2.3 Construction Documents Review

The ENGINEER will submit the Construction Document drawings and specifications to the MDWASD for review. The MDWASD project manager shall be responsible for distributing drawings and specifications to MDWASD personnel for review and comment. The MDWASD project manager shall also be responsible for consolidating all MDWASD review comments onto one set of drawings and specifications and/or a spreadsheet listing each comment by drawing or specification number to transmit to the ENGINEER. The ENGINEER will schedule and attend one meeting with the MDWASD to discuss the review comments and proposed revisions. The ENGINEER will provide a comment response log to document responses to each review comment and review meeting notes to document the review meeting discussions and decisions.

DELIVERABLES:

1. One (1) PDF copy of Review Comment Log with Responses

MEETINGS:

1. Review comments review meeting

Sub Task 3.3.3 Construction Documents (Bid Ready - Bid Document Review and Issued for Bid Documents)

The ENGINEER will address the consolidated review comments received from the MDWASD's review of the Construction Development Documents and from the permitting. The revised Draft Construction Documents will be provided to the MDWASD for the purposes of Bid Document review. The ENGINEER will attend one (1) Bid Document review meeting with the MDWASD to receive and review comments from the Bid Document review and discuss the bidding process. The ENGINEER will incorporate reasonable review comments from the Bid Document Review meeting into the Construction Documents and provide to the MDWASD for bidding. Any

comments of a different nature that would require major changes or revisions at this point in the review process may require additional compensation and an extension of contract time.

DELIVERABLES:

1. Five (5) half size (11"x17") bound sets of Bid Document Review Drawings
2. Five (5) bound sets of Bid Document Review Specifications
3. One (1) PDF binder of Bid Document Review Drawings and Specifications
4. One (1) full size set of signed and sealed Issued for Bid Drawings
5. Three (3) bound sets of Issued for Bid Specifications
6. One (1) PDF binder of Bid Document Review Drawings and Specifications
7. One (1) color hard copy (11"x17") and one (1) PDF copy of Final Architectural Rendering
8. One (1) interactive PDF of Final Issued for Bid Design Model

MEETINGS:

1. Bid document review meeting

Task 3.4 Permitting Services

The ENGINEER will prepare and apply for the following permits on behalf of MDWASD:

1. Florida Department of Environmental Protection (FDEP) -- Domestic Wastewater Operation Permit, substantial modification to existing CDWWTP permit
2. Miami-Dade Department of Regulatory and Economic Resources (RER) -- Environmental Plan Review and Plan Review
3. City of Miami Building Department --Plan Review (dry run)

The MDWASD shall be responsible for all permitting fees and providing the ENGINEER with copies of existing permits and other supporting documentation as may be required by permitting agencies. It is acknowledged by the MDWASD that the period required for obtaining permit approval is beyond the control of ENGINEER, except for issues concerning the permitability of the design and ENGINEER's ability to respond to permitting agency requests for information. The ENGINEER will submit permitting information and respond to requests for information expeditiously. One month has been assumed for the duration of obtaining permits from each permitting agency.

Subtask 3.4.1 Florida Department of Environmental Protection

In conjunction with MDWASD, the ENGINEER will work with FDEP to determine if MDWASD is required to submit a permit application for a substantial modification to the existing Central District Wastewater Treatment Plant Operation Permit for this project. The ENGINEER will schedule and attend two (2) coordination meetings will be held with FDEP to explain the project and discuss any requests for information. The ENGINEER will provide responses for up to three Requests for Information (RFIs) from FDEP.

DELIVERABLES:

1. Completed permit applications – Wastewater Facility or Activity Permit Application Form G-1 General Information and Form 2A-Domestic Wastewater Facilities and supporting documentation (if required)
2. RFI responses as required
3. FDEP substantial modification to existing CDWWTP Operation Permit (if required)

MEETINGS:

1. Two coordination meetings with FDEP

Subtask 3.4.2 Miami-Dade Department of Regulatory and Economic Resources (RER)

The ENGINEER will develop and submit permit applications to the Miami-Dade Department of Regulatory and Economic Resources for plan review by the Environmental Plan Review Division. The RER plan review is required as part of the City of Miami Building Department review. Once RER has approved and stamped the drawings, the same drawings are submitted to the City of Miami Building Department for discipline review. The ENGINEER will schedule and attend two (2) coordination meetings will be held with RER to explain the project and discuss any requests for information.

DELIVERABLES:

1. Miami-Dade Department of Regulatory and Economic Resources approval of Drawings

MEETINGS:

1. Two coordination meetings with RER

Subtask 3.4.3 City of Miami Building Department

The ENGINEER will submit the Construction Documents and design calculations to the CITY's Building Department for preliminary review and respond to permitting review questions and requests for information. MDWASD shall be responsible for all review fees. The ENGINEER will attend up to five (5) coordination meetings with the Building Department to review and address comments and obtain formal dry approval. The ENGINEER will incorporate comments from the building department review into the Final Construction. The contractor awarded the construction contract shall be responsible for obtaining the actual Building Department permits for construction.

The ENGINEER will obtain formal clearance for the project from the CITY's Planning and Zoning Department.

DELIVERABLES:

1. City of Miami Building Department approval of Drawings

MEETINGS:

1. Five coordination meetings with Building Department (up to)

Task 3.5 Bidding Services

The ENGINEER will assist the MDWASD in obtaining competitive bids from contractors. MDWASD shall be responsible for setting the bid opening date, advertisement of the bid, producing and distributing bid documents, and scheduling the pre-bid meeting.

- The ENGINEER will deliver to MDWASD one (1) PDF electronic copies and one (1) full size reproducible hard copy of the Final Construction Documents.
- The ENGINEER will attend one pre-bid meeting and site visit.
- The ENGINEER will respond to contractor questions furnished to the ENGINEER by MDWASD.
- The ENGINEER will prepare written addenda (up to five assumed) and will furnish same to MDWASD for posting on the COUNTY's web site.
- The ENGINEER to provide technical review of Bid respondents and prepare letter of recommendation.

DELIVERABLES:

1. One PDF electronic copies and one full size reproducible hard copy of the Final Construction Documents
2. Written responses to questions from bidders
3. Written addenda (up to five)
4. Letter of recommendation to award

MEETINGS:

1. One pre-bid meeting and site visit

ASSUMPTIONS

1. MDWASD will provide existing drawings, survey documents, underground utility investigations, and geotechnical investigations of the existing facility, as well as other available pertinent information requested by ENGINEER. MDWASD will provide existing background information to ENGINEER in electronic, native-file or *.PDF format and one reproducible copy. ENGINEER will be entitled to reasonably rely upon the accuracy of the information and data provided by MDWASD for performance of this work order.
2. MDWASD will provide ENGINEER with their standard front-end documentation (general and supplemental conditions and Division 1 specifications) for incorporation into the contract documents.

3. All permitting fees will be paid by the MDWASD.
4. The engineering opinion of probable construction cost estimates to be developed under the attached Scope of Work is identified in accordance with the cost estimate classes as defined by AACE International. MDWASD acknowledges that ENGINEER has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the probable cost of the construction, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to the natural disasters and the associated cleanup/restoration activities and other events beyond the control of ENGINEER. MDWASD further acknowledges that this is a "snapshot in time" and that the reliability of this engineering opinion of probable construction cost will inherently degrade over time. MDWASD agrees that ENGINEER cannot and does not make any warranty, promise, guarantee, or representation, either express or implied, those proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its good faith cost estimate. ENGINEER will provide information for explanation to Miami-Dade County Office of Capital Improvements (OCI) in the event that the lowest construction bid is 10% under or above the expected accuracy range for the estimate classification.
5. Due to the expedited schedule, MDWASD's PM will provide consolidated staff review comments for each review document to the ENGINEER PM within five (5) working days of receipt.
6. ENGINEER will issue electronic draft meeting notes to attendees within 3 working days of each meeting. ENGINEER will allow 2 working days for receipt of comments from all attendees before proceeding to issue final electronic meeting minutes in *.PDF format to attendees.
7. There are no known hazardous waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting or construction management.
8. This task excludes third party litigation services or expert witness services if required for any third party request.

SCHEDULE

The initiation of the project effort is dependent upon completion of its BODR and 30% design currently underway. Once the preliminary design is complete, MDWASD can move forward on the detailed design effort. The ENGINEER will endeavor to complete the work activities described herein within six months of receipt of an official notice by MDWASD to start the detailed design - Notice to Start (NTS). The proposed schedule is shown below.

Task 3 CDWWTP Digesters Plant 2 Cluster 1	Schedule	
	Start (month)	Finish (month)
Task 3.1 Project Management	NTS	6
Task 3.2 Field Investigation – Geotechnical Investigation	3	4
Task 3.3 Detailed Design	NTS	6
Task 3.4 Permitting Services	5	6

COMPENSATION

The ENGINEER agrees to provide the scope of services above for the lump sum compensation of \$1,280,000 to be invoiced on a monthly basis in accordance with the ENGINEER’s estimated percent complete. ENGINEER will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total fee is not exceeded. Hours and cost are further delineated in Attachment A.

TOTAL COMPENSATION WORK ORDER #1

The ENGINEER agrees to provide the scope of services above for the lump sum compensation of \$2,097,152 to be invoiced on a monthly basis in accordance with the ENGINEER’s estimated percent complete. ENGINEER will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total fee is not exceeded. Hours and cost are further delineated in Attachment A. This Work Order provides for a CBE participation of 32.55% which is above the target of the contract for this project. The overall project schedule is in accordance to the individual tasks under the Work Order. The Schedule is upon receipt of the NTP from MD WASD.

EXHIBIT A – T2
TASK 2 NDWWTP Effluent Disposal/Ocean Outfall Pump Station
Consent Decree Project 3.7
Task 2.5 Basis of Design Report with Drawings Development

List of Anticipated Preliminary Design Drawings

No.	Sheet Number	Sheet Title
1	G-1	Cover, List of Drawings, Location & Vicinity Maps
2	G-2	Symbols
3	G-3	Abbreviations
4	C-1	Site Plan
5	C-2	Yard Piping Plan 1
6	C-3	Yard Piping Plan 2
7	M-1	Effluent Pump Station Mechanical Plan - Pump Room (PS Discharge Piping Valve Replacement)
8	M-2	Effluent Pump Station Mechanical Plan - Wetwell (Pump bay modifications)
9	M-3	Effluent Pump Station Mechanical Wetwell Section (Pump bay modifications)
10	GE-1	Symbols - I
11	GE-2	Symbols - II
12	E-1	Electrical Site Plan - Proposed Ductbank Routing
13	E-2	Existing Single Line Diagram
14	E-3	Proposed Single Line Diagram
15	E-4	Electrical Equipment Plan - Switchgear Room
16	E-5	Electrical Equipment Plan - Electrical Room MCCs and VFDs
17	GI-1	Symbols and Nomenclature - I
18	GI-2	Symbols and Nomenclature - II
19	I-1	Effluent Pumps P&ID - I
20	I-2	Effluent Pumps P&ID - II

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EXHIBIT A – T3
TASK 3 CDWWTP Digesters Plant 2 Cluster 1
Consent Decree Project 2.15
Task 3.3 Detailed Design

List of Anticipated Design Drawings

No.	Sheet Number	Sheet Title
1	G-1	Cover/Vicinity Map/Location Map
2	G-2	List Of Drawings
3	G-3	Abbreviations
4	G-4	Symbols
5	G-5	Pipe Schedule
6	G-6	Equipment Schedules
7	G-7	General Notes
8	GC-1	Civil Symbols
9	GC-2	Notes
10	GC-3	Standard Details - I
11	GC-4	Standard Details - II
12	GC-5	Standard Details - II
13	C-1	Overall Site Plan
14	C-2	Digester Cluster Site Plan
15	C-3	Existing Yard Piping - Demolition Plan
16	C-4	Overall Yard Piping Plan
17	C-5	Plan And Profile - I
18	C-6	Plan And Profile - II
19	C-7	Plan And Profile - III
20	C-8	Plan And Profile - IV
21	C-9	Valve Box And Piping Connection Details
22	GI-1	Symbols And Nomenclature – I
23	GI-2	Symbols And Nomenclature – II
24	GI-3	Standard Details - I
25	GI-4	Standard Details - II
26	GI-5	Standard Details - II
27	GI-6	Plant 2 Digesters - Control System Block Diagram
28	I-1	P&ID Digester Feed
29	I-2	P&ID Digester Mixing System
30	I-3	P&ID Digester Recirculation Pumps And Heat Exchangers
31	I-4	P&ID Sludge Transfer Pumps

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32	I-5	P&ID Gas Booster Pumps
33	GA-1	Notes, Symbols, And Code Information
34	GA-2	Door And Window Schedule
35	GA-3	Standard Details - I
36	GA-4	Standard Details - II
37	DA-1	Cluster Control Building - Finished Floor Demolition Plan
38	DA-2	Cluster Control Building - Top Level Demolition Plan
39	A-1	Cluster Control Building - Finished Floor Plan (Existing Window, Door, Louver, Glass Block Replacement)
40	A-2	Cluster Control Building - Top Level Plan (Existing Window, Door, Louver Replacement)
41	A-3	New Electrical Room Floor And Roof Plan
42	A-4	New Electrical Room Exterior Elevations
43	A-5	New Electrical Room Sections
44	A-6	New Electrical Room Sections And Details
45	GS-1	Notes And Design Criteria
46	GS-2	Standard Details - I
47	GS-3	Standard Details - II
48	GS-4	Standard Detail - III
49	GS-5	Standard Details - IV
50	DS-1	Cluster Control Building - Lower Level Demolition Plan
51	DS-2	Cluster Control Building - Finished Floor Demolition Plan
52	DS-3	Cluster Control Building - Top Level Demolition Plan
53	S-1	Cluster Control Building - Finished Floor Structural Repair Plan And Details
54	S-2	Cluster Control Building - Roof Repair Plan And Details
55	S-3	Cluster Control Building - Existing Electrical Room Modifications
56	S-4	New Electrical Room Floor Plan
57	S-5	New Electrical Room Roof Plan
58	S-6	New Electrical Room Sections And Details - I
59	S-7	New Electrical Room Sections And Details - II
60	S-8	New Electrical Room Sections And Details - III
61	GM-1	Standard Details - I
62	GM-2	Standard Details - II
63	GM-3	Standard Details - III
64	GM-4	Standard Details - IV
65	DM-1	Existing Primary Digester Tank - Typical Mechanical Demolition Plan
66	DM-2	Existing Secondary Digester Tank - Typical Mechanical Demolition Plan
67	DM-3	Existing Digester Tank - Typical Cover Demolition Plan And Notes
68	DM-4	Existing Cluster Control Building - Lower Level Demolition Mechanical Plan
69	DM-5	Existing Cluster Control Building - Finished Floor Demolition Mechanical Plan

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70	DM-6	Existing Cluster Control Building - Top Level Mechanical Demolition Plan
71	M-1	Overall Cluster Mechanical Plan
72	M-2	Digester Tank - Typical Mechanical Plan
73	M-3	Cluster Control Building - Lower Level Mechanical Plan
74	M-4	Cluster Control Building - Finished Floor Mechanical Plan
75	M-5	Cluster Control Building - Top Level Mechanical Plan
76	M-6	Primary Digester Tank Plan
77	M-7	Typical Digester Tank Sections - I
78	M-8	Typical Digester Tank Sections - II
79	M-9	Typical Digester Tank Details
80	M-10	Typical Digester Cover Replacement Plan And Sections
81	M-11	Typical Digester Cover Replacement Sections And Details
82	GH-1	Notes, Symbols, And Abbreviations
83	GH-2	Equipment Schedules
84	GH-3	Standard Details - I
85	GH-4	Standard Details - II
86	GH-5	Control Sequence Of Operation
87	DH-1	Cluster Control Building - Lower Level Demolition Plan
88	DH-2	Cluster Control Building - Finished Floor Demolition Plan
89	DH-3	Cluster Control Building - Top Level Demolition Plan
90	H-1	Cluster Control Building - Lower Level Havoc Plan
91	H-2	Cluster Control Building - Finished Floor Havoc Plan
92	H-3	Cluster Control Building - Top Level Havoc Plan
93	H-4	New Electrical Room - Havoc Plan
94	H-5	New Electrical Room - Havoc Sections
95	GE-1	Symbols - I
96	GE-2	Symbols - II
97	GE-3	General Notes And Abbreviations
98	GE-4	Standard Details - I
99	GE-5	Standard Details - I
100	DE-1	Existing Electrical Room - Demolition Plan
101	E-1	Existing Single Line Diagram
102	E-2	Single Line Diagram I
103	E-3	Single Line Diagram II
104	E-4	Overall Electrical Site Plan
105	E-5	Electrical Site Plan - I
106	E-6	Electrical Site Plan - II
107	E-7	Ductbank Sections And Details
108	E-8	Equipment Elevations - I

109	E-9	Equipment Elevations - II
110	E-10	Control Schematics - I
111	E-11	Control Schematics - II
112	E-12	Control Schematics - III
113	E-13	Control Schematics - IV
114	E-14	Panel Board Schedule
115	E-15	Lighting Schedule
116	E-16	Conduit Development - I
117	E-17	Conduit Development - II
118	E-18	Conduit Development - III
119	E-19	Cable And Conduit Schedule - I
120	E-20	Cable And Conduit Schedule - II
121	E-21	Cable And Conduit Schedule - III
122	E-22	Electrical Substation 15 Plan
123	E-23	Electrical Substation 16 Plan
124	E-24	Cluster Control Building - Lower Level Electrical Equipment Plan
125	E-25	Cluster Control Building - Finished Floor Electrical Equipment Plan
126	E-26	New Electrical Room - Electrical Lighting Plan
127	E-27	New Electrical Room - Electrical Equipment Plan
128	E-28	New Electrical Room - Electrical Grounding And Lighting Protection Plan

ATTACHMENT A - WO 1 - Consent/Decree Projects 3.7, 2.15 - FR Aleman Labor

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1 Project Fundals Management		Task 2 ADMWTP E&F Disposal PS (Project 3-7)		Task 3 COMWTP PL2 CL 1 Diggers (Project 2-15)		Task 4 COMWTP PS 2 Upgrades (Project 2-22)		Task 5 COMWTP Electrical Switchgear (Project 2-1)		Total Labor (Sum 3-5)	Raw Costs (7 X 2)	Multiplied Costs (1 X 8)
				Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$			
Principal	Yvette A. Aleman	2.85	73.80	40	2,952.00									40	\$2,852.00	\$8,412.20
Senior Supervisor & Manager	Fernando Z. Cedeno	2.85	51.50	40	2,060.00									40	\$2,060.00	\$5,871.00
Senior Utility Coordinator	Dennis Stamen	2.85	47.40	40	1,896.00									40	\$1,896.00	\$4,719.60
Management Coordinator	Sandra Stettin		40.05	40	1,602.00									40	\$1,602.00	\$4,565.70
Engineer 1			0.00											0	\$0.00	\$0.00
Sr. Technician			0.00											0	\$0.00	\$0.00
Technician			0.00											0	\$0.00	\$0.00
Driver			0.00											0	\$0.00	\$0.00
			Sub-Total	160	8,270.00	0		0		0		0		160	\$8,270.00	\$23,589.50

160 # 0 \$ 0 \$ 0 \$

Summary of Direct Expenses

Units	No. of	Unit	Total
Air Travel		Couch class - from	
Lodging (per day)		See Attached "Management Daily Lodging Rates"	
Car Rental (per day)		\$25.00/day	
Gas (for rental cars only)		\$2.75/gallon	
Food		\$7.00 (when travel begins before 6 a.m. and extends beyond 3 p.m.)	
Breakfast		\$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Lunch		\$15.00 (when travel begins before 6 a.m. and extends beyond 3 p.m.)	
Dinner		\$10.00 (for use of personal vehicle)	
Mileage			
		Subtotal Direct Expenses	\$
		Total Labor and Direct Expenses =	\$ 23,628.42

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

Summary of Reimbursable Expenses

Units	No. of	Unit	Total
Applicable Permit Fees (HRS, FRS, etc)		Subtotal of Permit Fees	\$
		Reimbursable Expenses & LG	\$

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

Total of Labor, Direct Expenses, Reimbursable Expenses and LG \$ 23,628.42

ATTACHMENT A - WO 1 - Consent/Decree Projects 3.7, 2.15 - Geosol Labor

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1 Project Portfolio Management		Task 2 NDWWTP Eff Disposal PS (Project 3.7)		Task 3 CDWWTP PL2 CL1 Digesters (Project 2.15)		Task 4 CDWWTP PS 2 Upgrades (Project 2.22)		Task 5 CDWWTP Electrical Substation (Project 2.1)		Total Labor (Sum 3-5)	Raw Costs (7 X 2)	Multiplied Costs (1 x 6)	
				Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$				
Professional Geotechnical Engineer	Oracio Ribabon	2.85	\$6.42			40	\$ 2,572.20	35	\$ 1,975.05					75	\$4,232.25	\$12,061.91	
Geotechnical Engineer	TEP	2.85	0.00											0	\$0.00	\$0.00	
Staff Engineer	TEP	2.85	0.00											0	\$0.00	\$0.00	
CADD Operator	TEP	2.85	0.00											0	\$0.00	\$0.00	
				Sub-totals	0	\$ -	40	\$ 2,572.20	35	\$ 1,975.05	0	\$ -	0	\$ -	75	\$4,232.25	\$12,061.91

Summary of Direct Expenses

Units	No. of	Costs	From	to	Subtotal	Total
Travel			Costs less - from			
Leases (by day)			See Attached "Maximum Daily Leases Rates"			
Car Rental (by day)			\$35.00/day			
Gas (at retail rates only)			\$2.75/gallon			
Food			\$7.00 (when travel begins before 8 a.m. and ends beyond 3 p.m.)			
Breakfast			\$14.00 (when travel begins before 12 noon and extends beyond 2 p.m.)			
Lunch			\$18.00 (when travel begins before 5 p.m. and extends beyond 8 p.m.)			
Dinner			\$0.4853/mile (for use of personal vehicle)			
Meals						
Total Labor and Direct Expenses = \$					12,061.91	12,061.91
						Subtotal Direct Expenses \$
						Labor, Direct Expense and I.G. \$
						12,061.91

Notes 1 - For Invoices where Permit Fees are billed, receipts must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	As per Contract Terms	Subtotal	Total
Permit Services and Equipment	1			5,178.79
				Subtotal of Permit Fees \$
				5,178.79
				Reimbursable Expense \$ (I.G.) \$
				5,178.79

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. \$ 17,270.66

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ATTACHMENT A - IWO 1 - Consent Decree Projects 3.7, 2.15 - Westco Labor

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1 Project Protocol Management		Task 2 NDWWTP Eff Disposal PS (Project 3.7)		Task 3 CDWWTP PL 2 DL 4 Digesters (Project 2.15)		Task 4 CDWWTP PS 2 Upgrades (Project 2.22)		Task 5 CDWWTP Electrical Switchgear (Project 2.1)		Total Labor (Sum 9-6) Hours	Raw Costs (7.42) \$	Multiplied Costs (1 x 8) \$
				His	\$	His	\$	His	\$	His	\$	His	\$			
TBD		2.85	0.00	\$	-	\$	-	\$	-	\$	-	\$	-	0	\$0.00	\$0.00
TBD		2.85	0.00	\$	-	\$	-	\$	-	\$	-	\$	-	0	\$0.00	\$0.00
TBD		2.85	0.00	\$	-	\$	-	\$	-	\$	-	\$	-	0	\$0.00	\$0.00
TBD		2.85	0.00	\$	-	\$	-	\$	-	\$	-	\$	-	0	\$0.00	\$0.00
			Sub-totals	\$	0	\$	0	\$	0	\$	0	\$	0	0	\$0.00	\$0.00

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Air Travel			
Locking (27 days)			
Car Rental (for days)			
Gas (for rental cars only)			
Food			
Breakfast			
Lunch			
Dinner			
Mileage			
Total Labor and Direct Expenses = \$			

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

Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Applicable Permit Fees (FIS, PFM, etc)			
Subtotal of Permit Fees \$			
Reimbursable Expense & I.C. \$			

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.C. \$

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ATTACHMENT A - WC 1 - Consent/Decease Projects 3,7, 4,15 - NOVA Labor

Position	Name(s) (Company)	Labor Multiplier	Hourly Rate	Task 1 Project Portfolio Management		Task 2 NOVWTP ET Disposal FS (Project 3.7)		Task 3 NOVWTP PL 2 CL 1 Digesters (Project 2.15)		Task 4 NOVWTP FS 2 Upgrades (Project 2.22)		Task 5 NOVWTP Elongated Swabgear (Project 2.1)		Total Labor (Sum 5-8) Hours	Raw Costs (7 X 3)	Multiplied Costs (1 X 8)
				Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$			
Sr. Mechanical Engineer ECR	Steven Engle, P.E.	2.85	65.08			180	8,492.40	130	8,467.20					280	\$18,206.40	\$52,174.24
Project Manager	Rachel Frederic, P.E.	2.85	44.71			40	1,788.40	200	8,942.00					240	\$10,730.40	\$30,651.64
Staff Engineer	Jess Saucato, P.E.	2.85	28.85			82	2,365.70	380	10,865.00					382	\$10,992.20	\$32,211.22
Staff Engineer	Melina Marston	2.85	22.20			80	1,776.00							60	\$1,332.00	\$4,018.50
CAD Lead/REVIT	Charles Atiles, P.E.	2.85	33.85			40	1,354.00	251	11,871.15					391	\$13,127.15	\$37,457.88
CAD Technician/REVIT	Charles Mince	2.85	25.48			53	1,352.20	744	18,967.81					808.4	\$20,626.51	\$58,777.01
Sr. Structural Engineer, SOR	Youssef Hashim, P.E.	1.00	33.00			30	990.00							65	\$2,145.00	\$2,975.00
Structural Engineer	Juan Pulido, P.E.	2.85	63.80			30	1,914.00							30	\$1,914.00	\$5,428.25
				Sub-totals		0	\$ -	442	\$4,794.67	1825.4	\$4,723,97.32			2287.4	\$78,716.95	\$223,933.74

Summary of Direct Expenses

Units	No. of	Cost	Rate	Total
Air Travel			\$/Unit	
Leasing (by day)				
Car Rental (by day)				
Gas (for rental cars only)				
Food				
Breakfast				
Lunch				
Dinner				
Miscellaneous				
Total Labor and Direct Expenses =				\$ 223,933.74
Labor, Direct Expense and L.O.				\$ 223,933.74

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

Summary of Reimbursable Expenses

Units	No. of	Rate	Total
Applicable Permit Fees (HRS, Pkg, etc)			
Total			
Subtotal of Permit Fees			
Reimbursable Expenses & L.O.			

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

Total of Labor, Direct Expenses, Reimbursable Expenses and L.O. \$ 223,933.74



Small Business Development Division
Project Worksheet

Project/Contract Title: DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE CONSENT DECREE PROJECTS (SIC 871) Received Date: 11/07/2013
 Project/Contract No: E13-WASD-05 Funding Source:
 Department: WATER & SEWER DEPARTMENT VARIOUS
 Estimated Cost of Project/Bid: \$0.00 Resubmittal Date(s):
 Description of Project/Bid: To establish a Professional Services Agreement (PSA) for the preliminary design, design development, construction documents, permitting and bid services during construction for upgrades at all three (3) of the County's wastewater treatment plants (South, Central, and North Districts).

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CBE	30.00%

Reasons for Recommendation
<p>This project meets all the criteria set forth in I.O. # 3-32, Section V.</p> <p>Attempts were made at establishing a CBE Set-Aside; however, an insufficient availability meeting the minimum requirements for the prime precluded this. A recommendation of a 30% CBE Goal was established (WASD recommended a 25% CBE Goal).</p> <p>SIC 871 - Architectural and Engineering Services</p> <p>Technical Category: 0602-W & S Sewer Sys-Major Water & Sewer Pumping Facil; 0603-W & S Sewer Sys-W & S Sewage Treatment Plant; 1100-General Structural Engineering; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1500-General Civil Engineering</p>

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACILI	CBE		2.00%	
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT	CBE		8.00%	
GENERAL CIVIL ENGINEERING	CBE		5.00%	
GENERAL MECHANICAL ENGINEERING	CBE		5.00%	
GENERAL ELECTRICAL ENGINEERING	CBE		5.00%	
GENERAL STRUCTURAL ENGINEERING	CBE		5.00%	
Total			30.00%	

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.



Small Business Development Division
Project Worksheet

Project/Contract Title: DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS
RELATED TO THE CONSENT DECREE PROJECTS (SIC 871)
Project/Contract No: E13-WASD-05
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$0.00

Received Date: 11/07/2013

Funding Source: VARIOUS

Resubmittal Date(s):

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
CWF
SBD Director Date 11/20/13



Department of Small Business Development A&E Firm History Report

From: 01/01/2007 To: 11/14/2014

FIRM NAME: MWH AMERICAS, INC.
2937 SW 27 Ave, Suite 107
Miami, FL 33133-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E06-WASD-12	1	WS	GOAL CBE 35%	10/02/2007	-\$8,800,000.00
DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENTS WASTEWATER TREATMENT PLANTS (SIC 871)					
	Change Order # 1	SEP-17-13	730 days		\$0.00
	Change Order # 2	JUN-03-14			\$4,500,000.00
					\$13,300,000.00
* E07-WASD-03 (A)	1	WS	GOAL CBE 25%	12/04/2007	\$2,530,000.00
DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT: WASTEWATER REUSE FACILITY (SIC 871)					
					-\$2,530,000.00
E06-WASD-02 (A)	1	WS	GOAL CBE 20%	01/22/2009	\$8,800,000.00
ENGINEERING SERVICES FOR THE COASTAL WETLANDS REHYDRATION DEMONSTRATION PROJECT (SIC 871)					
					-\$8,800,000.00
				Total Award Amount	\$20,130,000.00
				Total Change Orders Approved by BCC	\$4,500,000.00

Not within the 5 year prime period.

Not within the 5-year prime period.

Contract was cancelled.

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information
Friday, November 14, 2014

Exit



Capital Improvements Information System
Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	<u>E01-WASD-05, Project 1</u> WO: <u>Task 11</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	11/7/2006	Howard J. Fallon Jr., P.E.	Completion of study or design	<u>3.8</u>
WS	<u>E01-WASD-05, Project 1</u> WO: <u>Task 09</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	11/16/2006	Peter M. Jelonek	Completion of study or design	<u>3.7</u>
WS	<u>E07-WASD-03</u> WO: <u>Task No. 1</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	8/6/2008	Eduardo M. Luis	Project conclusion or closeout	<u>3.9</u>
WS	<u>E06-WASD-12</u> WO: <u>01</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	11/24/2008	Humberto Codispoti	Project conclusion or closeout	<u>4.0</u>
WS	<u>E07-WASD-03</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	1/8/2009	Eduardo M. Luis	Interim	<u>3.7</u>
WS	<u>E01-WASD-05, Project 1</u> WO: <u>Task 08b</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	4/10/2009	Larry Samuels	Completion of study or design	<u>3.8</u>
WS	<u>E01-WASD-05, Project 1</u> WO: <u>Task 08a</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	4/10/2009	Larry Samuels	Completion of study or design	<u>3.8</u>
WS	<u>E06-WASD-12</u> WO: <u>5</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	4/20/2010	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	<u>E07-WASD-03</u> WO: <u>Task No. 2</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	5/11/2010	Eduardo M. Luis	Project conclusion or closeout	<u>3.7</u>
WS	<u>E08-WASD-02 (A)</u> WO: <u>2</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	2/1/2011	James Ferguson	Completion of study or design	<u>3.3</u>
WS	<u>E06-WASD-12</u> WO: <u>6</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	5/4/2011	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	<u>E06-WASD-12</u> WO: <u>3</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	6/6/2011	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	<u>E08-WASD-02 (A)</u> WO: <u>1</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	10/24/2011	James Ferguson	Completion of study or design	<u>3.3</u>
WS	<u>E06-WASD-12</u> WO: <u>4</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	12/19/2011	Humberto Codispoti	Completion of study or design	<u>3.8</u>
WS	<u>E08-WASD-02 (A)</u> WO: <u>3</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	3/8/2012	James Ferguson	Project conclusion or closeout	<u>3.5</u>
WS	<u>E07-WASD-03</u> WO: <u>3</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	3/20/2012	Virginia Walsh	Project conclusion or closeout	<u>4.0</u>
WS	<u>E08-WASD-02 (A)</u> WO: <u>4</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	3/23/2012	James Ferguson	Project conclusion or closeout	<u>3.6</u>
WS	<u>E06-WASD-12</u> WO: <u>7</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	9/24/2012	Rolando M Roque	Completion of study or design	<u>4.0</u>
WS	<u>E06-WASD-12</u> WO: <u>2</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	9/6/2013	Eduardo M. Luis	Completion of study or design	<u>3.8</u>
WS	<u>E06-WASD-12</u>	PSA	<u>Montgomery</u> <u>Watson Harza</u>	9/6/2013	Eduardo M. Luis	Completion of study or design	<u>3.9</u>

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WS	WO: 11 E06-WASD-12 PSA	Montgomery Watson Harza	2/13/2014	Eduardo M. Luis	Completion of study or design	4.0
WS	WO: 11 E06-WASD-12 PSA	Montgomery Watson Harza	5/28/2014	Sonia Villamil	Project conclusion or closeout	3.9
WS	WO: 14 E06-WASD-12 PSA	Montgomery Watson Harza	7/16/2014	Eduardo M. Luis	Project conclusion or closeout	4.0
WS	WO: 2 E01-WASD-05, Project 1 WO: Task 11 PSA	MWH Americas, Inc.	11/7/2006	Howard J. Fallon Jr., P.E.	Completion of study or design	3.8
WS	E01-WASD-05, Project 1 WO: Task 09 PSA	MWH Americas, Inc.	11/16/2006	Peter M Jelonek	Completion of study or design	3.7
WS	E07-WASD-03 PSA	MWH Americas, Inc.	8/6/2008	Eduardo M. Luis	Project conclusion or closeout	3.9
WS	WO: Task No. 1 E06-WASD-12 PSA	MWH Americas, Inc.	11/24/2008	Humberto Codispoli	Project conclusion or closeout	4.0
WS	WO: 01 E07-WASD-03 PSA	MWH Americas, Inc.	1/8/2009	Eduardo M. Luis	Interim	3.7
WS	E01-WASD-05, Project 1 WO: Task 08b PSA	MWH Americas, Inc.	4/10/2009	Larry Samuels	Completion of study or design	3.8
WS	E01-WASD-05, Project 1 WO: Task 08a PSA	MWH Americas, Inc.	4/10/2009	Larry Samuels	Completion of study or design	3.8
WS	E06-WASD-12 PSA	MWH Americas, Inc.	4/20/2010	Humberto Codispoli	Completion of study or design	4.0
WS	WO: 5 E07-WASD-03 PSA	MWH Americas, Inc.	5/11/2010	Eduardo M. Luis	Project conclusion or closeout	3.7
WS	WO: Task No. 2 E08-WASD-02 (A) PSA	MWH Americas, Inc.	2/1/2011	James Ferguson	Completion of study or design	3.3
WS	WO: 2 E06-WASD-12 PSA	MWH Americas, Inc.	5/4/2011	Humberto Codispoli	Completion of study or design	4.0
WS	WO: 6 E06-WASD-12 PSA	MWH Americas, Inc.	6/6/2011	Humberto Codispoli	Completion of study or design	4.0
WS	WO: 3 E08-WASD-02 (A) PSA	MWH Americas, Inc.	10/24/2011	James Ferguson	Completion of study or design	3.3
WS	WO: 1 E06-WASD-12 PSA	MWH Americas, Inc.	12/19/2011	Humberto Codispoli	Completion of study or design	3.8
WS	WO: 4 E08-WASD-02 (A) PSA	MWH Americas, Inc.	3/8/2012	James Ferguson	Project conclusion or closeout	3.5
WS	WO: 3 E07-WASD-03 PSA	MWH Americas, Inc.	3/20/2012	Virginia Walsh	Project conclusion or closeout	4.0
WS	WO: 3 E08-WASD-02 (A) PSA	MWH Americas, Inc.	3/23/2012	James Ferguson	Project conclusion or closeout	3.6
WS	WO: 4 E06-WASD-12 PSA	MWH Americas, Inc.	9/24/2012	Rolando M Roque	Completion of study or design	4.0
WS	WO: 7 E06-WASD-12 PSA	MWH Americas, Inc.	9/6/2013	Eduardo M. Luis	Completion of study or design	3.8
WS	WO: 2 E08-WASD-12 PSA	MWH Americas, Inc.	9/6/2013	Eduardo M. Luis	Completion of study or design	3.9
	WO: 11					

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WS	<u>E06-WASD-12</u> PSA	<u>MWH Americas, Inc.</u>	2/13/2014	Eduardo M. Luis	Completion of study or design	<u>4.0</u>
	WO: <u>11</u>					
WS	<u>E06-WASD-12</u> PSA	<u>MWH Americas, Inc.</u>	5/28/2014	Sonia Villamil	Project conclusion or closeout	<u>3.9</u>
	WO: <u>14</u>					
WS	<u>E06-WASD-12</u> PSA	<u>MWH Americas, Inc.</u>	7/16/2014	Eduardo M. Luis	Project conclusion or closeout	<u>4.0</u>
	WO: <u>2</u>					

Evaluation Count: 46 Contractors: 1 Average Evaluation: 3.8

Exit

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FY 2014 - 15 Proposed Budget and Multi-Year Capital Plan

AUTOMATION OF WATER TREATMENT PLANTS

PROJECT #: 963110

DESCRIPTION: Construct facilities and install equipment to automate functions at water treatment plants
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Water Connection Charges	1,227	0	0	0	0	0	0	0	1,227
Future WASH Revenue Bonds	0	0	852	0	0	0	0	0	852
WASH Revenue Bonds Sold	1,500	0	0	0	0	0	0	0	1,500
TOTAL REVENUES:	2,727	0	852	0	0	0	0	0	3,579
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	1,977	750	852	0	0	0	0	0	3,579
TOTAL EXPENDITURES:	1,977	750	852	0	0	0	0	0	3,579

WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS

PROJECT #: 964120

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

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Future WASH Revenue Bonds	0	0	58,235	143,028	112,073	131,642	168,945	381,010	994,933
WASH Revenue Bonds Sold	31,834	0	0	0	0	0	0	0	31,834
TOTAL REVENUES:	31,834	0	58,235	143,028	112,073	131,642	168,945	381,010	1,026,767
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	2,349	834	5,823	14,303	11,207	13,164	16,894	38,102	102,676
Construction	21,139	7,512	52,412	128,725	100,866	118,478	152,051	342,908	924,091
TOTAL EXPENDITURES:	23,488	8,346	58,235	143,028	112,073	131,642	168,945	381,010	1,026,767

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

NEEDS ASSESSMENTS PROJECTS - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 964350

DESCRIPTION: Construction of water and sewer enhancements including water mains, pipelines and sewer collection systems
 LOCATION: Various Sites District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
BBC GOB Financing	0	4,064	4,959	5,599	0	0	0	0	14,622
BBC GOB Series 2005A	1,686	0	0	0	0	0	0	0	1,686
BBC GOB Series 2008B	1,504	0	0	0	0	0	0	0	1,504
BBC GOB Series 2008B-1	2,288	0	0	0	0	0	0	0	2,288
BBC GOB Series 2013A	25	0	0	0	0	0	0	0	25
BBC GOB Series 2014A	419	0	0	0	0	0	0	0	419
TOTAL REVENUES:	5,922	4,064	4,959	5,599	0	0	0	0	20,544
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Land/Building Acquisition	200	64	0	0	0	0	0	0	264
Planning and Design	2,083	260	13	0	0	0	0	0	2,356
Construction	3,639	3,666	4,946	5,599	0	0	0	0	17,850
Project Administration	0	74	0	0	0	0	0	0	74
TOTAL EXPENDITURES:	5,922	4,064	4,959	5,599	0	0	0	0	20,544

Department: Water and Sewer

11/10/2014 1:05:47 PM

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

Project Title: 964120-WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS
 Project Desc: Design, construct, and rehabilitate infrastructure at wastewater treatment plants to comply with EPA Consent Decree

CDP Project Revenue

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

CIIS Site Funding Info

SITE Location/Desc:	Prior:	<u>10-11:</u>	<u>11-12:</u>	<u>12-13:</u>	<u>13-14:</u>	<u>14-15:</u>	<u>15-16:</u>	<u>FUTURE:</u>	<u>Total:</u>
<u>77287</u> - Various Plants	0	0	0	31,834,000	0	0	58,235,000	936,698,000	1,026,767,000

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

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

PROJECT REPORT 4

EXIT

Current Contracts for Project 964120

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	<u>E13-WASD-01</u>	Program and Construction Management Services related to the Wastewater System Priority Projects	\$63,990,000.00	\$0.00	\$0.00
WS	<u>E13-WASD-01-R</u>	Program and Construction	\$63,990,000.00	\$0.00	\$91,149,497.00

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		Management Services related to the Wastewater System Priority Projects			
WS	<u>E13-WASD-01-R</u>	Program and Construction Management Services related to the Wastewater System Priority Projects	\$0.00	\$69,339,497.00	\$91,149,497.00
WS	<u>E13-WASD-05</u>	Design Services for Wastewater Treatment Plants related to Consent Decree Projects	\$0.00	\$66,000,000.00	\$6,000,000.00
WS	<u>E13-WASD-05</u>	Design Services for Wastewater Treatment Plants related to Consent Decree Projects	\$66,000,000.00	\$0.00	\$6,000,000.00
WS	<u>7040:T1886</u>	<u>North District Waste Water Treatment Plant Galvanized Steel Roof for Hypochlorite Tanks and Pumps</u>	<u>\$70,000.00</u>	<u>\$0.00</u>	<u>\$130,625.00</u>

Total Allocated: \$194,050,000.00 \$135,339,497.00

Current Contracts for Sites of Project 964120

(Theses contracts are not necessarily funded from this project)

<u>Dept</u>	<u>Site NO</u>	<u>ContractNo</u>	<u>Award Allocation</u>
WS	#77287	T1886	\$70,000.00

Search for Site Number
Search for Budget Project Number

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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(O)(4)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(0)(4)
12-16-14

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT TO MWH AMERICAS, INC. IN AN AMOUNT NOT TO EXCEED \$66,000,000 OVER A FIFTEEN YEAR PERIOD, WITH AN INITIAL FIVE YEAR CONTRACT TERM, AND TWO FIVE YEAR OPTIONS TO RENEW REQUIRING BOARD APPROVAL, FOR A PROJECT ENTITLED "DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO CONSENT DECREE PROJECTS", PROJECT NO. E13-WASD-05, AGREEMENT NO. 14MWH008; 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 MWH Americas, Inc. in an amount not to exceed \$66,000,000 over a fifteen (15) year period, with an initial five (5) year contract term, and two (2) five (5) year options-to-renew requiring Board approval prior to exercising the options-to-renew or payment of any other compensation above the initial award amount, for a project entitled "Design Services for Wastewater Treatment Plants Related to Consent Decree Projects", Project No. E13-WASD-05, Agreement No. 14MWH008, 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
DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS
RELATED TO CONSENT DECREE PROJECTS
AGREEMENT NO. 14MWA008
PROJECT NO. E13-WASD-05**

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: MWH AMERICAS, INC.
FEIN: 95-1878805
Address: 2937 S.W. 27 Avenue, Suite 107
Miami, Florida 33133
Phone Number: 305-582-6024
Fax Number: 786-313-5506
E-mail Address: Luis.S.Casado@mwhglobal.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
 MWH AMERICAS, INC.
 AGREEMENT NO. 14MWHA008

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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 MWH AMERICAS, INC., a Denver 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 design services for wastewater treatment plants 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 of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include, but not be limited to: strikes, lockouts, other industrial disturbance or similar occurrence, which have or may reasonably be expected to have a material adverse effect on the rights and obligations under this AGREEMENT, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events do not include inclement weather (except as noted above), or the acts or omissions of subconsultants, materials men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above. Provision of the 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.

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. The initial Project Schedule is attached hereto as Attachment "B". The Project Schedule shall be periodically updated at the Department's sole discretion to meet Project's needs.

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.

- 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 perform the Project. The Project consists of the preliminary design, design development, preparation of construction documents, permitting and bid services, and design and construction administration services during construction for upgrades of up to all three (3) of the County's wastewater treatment plants (South District, Central District and North District) for projects specified in conjunction with the Consent Decree. 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 will be required to work in coordination with WASD staff to deliver an integrated construction approach and schedule that meets the Project Schedule and does not adversely impact wastewater treatment plants (WWTP) operations, treatment capacity, or effluent quality. The ENGINEER shall ensure that the design of the capital improvements are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and milestones of the Project Schedule, the Consent Decree and the requirements of the Clean Water Act, WASD's National Pollutant Discharge Elimination System Permits, Florida Department of Environmental Protection regulations, and any additional applicable regulatory requirements.

Design services to be provided by the ENGINEER will include, but are not limited, to the following:

1. Develop the Basis of Design Reports (BODR) for the capital program at the WWTP's, while taking into account all project alternatives using life cycle cost analysis and vulnerability of the facilities to climate change

impacts, such as sea level rise, storm surge, wind, and flooding; as well as recommending mitigation options for these impacts.

2. Use of Building Information Modeling Technology 3D, 4D and 5D modeling.
 3. Perform wastewater treatment process modeling and computational fluid dynamic modeling in support of design efforts.
 4. Conduct and/or coordinate underground utility and sub-surface investigations in support of the BODR.
 5. Perform pilot testing as necessary to confirm specific design parameters.
 6. Based on the WASD's approved BODR and delivery method (i.e. Design-Bid-Build, Design-Build) the ENGINEER will prepare the required bid documents.
 7. Assist WASD in evaluating procurement methods for equipment.
 8. Attain all applicable permits as necessary depending on the delivery method selected.
 9. Assist WASD in the bid process, including responding to RFI's, reviewing bids and making recommendations for award.
 10. Provide design services during construction including but not limited to reviewing and responding to all contractor submittals, review and respond to all contractor claims, review and respond to RFI's and review of final certification documents provided by the contractor(s).
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>.
- Q. In the event that the County receives bids for any work designed by the ENGINEER where the lowest responsive and responsible bid exceeds by more than ten percent (10%) the probable construction cost, subject to the market assumptions therein, agreed upon by the County and the ENGINEER in the applicable Task Authorization, the ENGINEER agrees to redesign that portion of the Work, if possible within the ENGINEER'S professional design standards at no additional cost to the County.

6. ORGANIZATIONAL 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 Program and Construction Management Consultant 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. The ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure. 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: Marshall Davert and Don Bassett, P.E., BCEE 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. Clerical staff is defined to include secretarial, word processing and staff performing administrative

functions. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed two hundred twenty-eight dollars (\$228.00) per hour for the ENGINEER and Subconsultant(s) with the exception of the Don Bassett, P.E., Luis Casado, Art Umble, Ph.D, and Bruce Chambers, P.E. at two hundred sixty-five dollars (\$265.00). 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 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 sixty million dollars (\$60,000,000.00), excluding the contingency allowance set forth below for an effective term of five (5) years with two (2) five (5) years 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 sixty million dollars (\$60,000,000.00) 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 six million dollars (\$6,000,000.00). 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: The Parties desire to resolve all disputes informally in an amicable manner without litigation. Therefore, all services shall be performed by the ENGINEER to the satisfaction of the Director or the Director's designee who shall make an initial decision on 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 a Party provides written notice of objection within ninety (90) of a written decision by the Director. The Parties will follow the notice of objection with a senior management meeting between the Director or other designee of the County and an executive representative of ENGINEER no less than Senior Vice President. In the event that the dispute is not resolved within sixty (60) days of the notice of objection, either Party may seek resolution of the dispute in a Court of competent jurisdiction. The ENGINEER shall continue to perform under the AGREEMENT and follow the Director's direction during the time a dispute is being resolved.
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 Subconsultants: CDM Smith, Inc.; Fraga Engineers, LLC (CBE); Architects International, Inc. (CBE); Bermullo, Ajamil & Partners, Inc.; BND Engineers, Inc. (CBE); F.R. Aleman

and Associates, Inc.; Fraga Engineers, LLC; Geosol, Inc (CBE); Geosci, Inc.(CBE); Media Relations Group, LLC; Infinite Source Communications Group, LLC; Manuel G. Vera & Associates, Inc.(CBE); Metco Services Southeast, LLC (CBE); Milian, Swain & Associates, Inc.(CBE); Nova Consulting, Inc.(CBE); Terracon Consultants, Inc.; and Woolpert, 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 percent (30%) 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 to approval of the Board of

County Commissioners, for two (2) 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, the Director may declare the ENGINEER in default and terminate the ENGINEER by ten (10) days prior written notification. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return to the COUNTY within ten (10) days after receipt of written notice to the COUNTY within ten (10) days after receipt of written notice the amount the COUNTY is damaged due to the 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 services, the ENGINEER shall be liable for any direct 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 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 and defend 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 Contractor 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 five million dollars (\$5,000,000.00) 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 to WASD's Chief, Intergovernmental Affairs Section, Suite 538-6, 3071 S.W. 38th Avenue, Miami, Florida 33146, and prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 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 "K".

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 COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that are prepared by the ENGINEER. For the purposes of this AGREEMENT provision, errors and omissions shall be dealt with differently, as follows:
- A. Errors: It is specifically agreed that any construction changes identified by the COUNTY and an error in the bid documents that were prepared by the ENGINEER may constitute an additional cost to the COUNTY that would not have been incurred without error. The ENGINEER agrees to 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.
 - B. Omissions: It is further specifically agreed for purposes of this AGREEMENT that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the

ENGINEER may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The ENGINEER agrees to 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.

Any dispute under this Section shall be subject to the dispute resolution procedures set forth in Section 14 of this AGREEMENT.

The ENGINEER shall participate in all negotiations with the contractor related to this Section. Such ENGINEER participation shall be at no additional cost to the COUNTY. Failure by the ENGINEER to participate in the negotiations with the contractor shall constitute a waiver of ENGINEER'S rights to contest the appropriateness or amount of any settlement or change orders.

To obtain recovery for errors and/or omissions covered in Paragraphs A and B above, the COUNTY shall deduct from funds due the ENGINEER in this or any other contract the ENGINEER may or will have with the COUNTY up to the amount of the ENGINEER'S insurance deductible. Should the damages incurred by the ENGINEER exceed the ENGINEER'S insurance deductible, the COUNTY shall look to the ENGINEER and the ENGINEER'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this AGREEMENT, the ENGINEER specifically agree to the reasonableness of these damage calculations and to the COUNTY'S rights to recover same as stated above provided, however, the Parties agree that in no event shall the ENGINEER be responsible for the cost of construction change to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the ENGINEER'S indemnification obligations to the COUNTY pursuant to Section 27 of this AGREEMENT, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

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

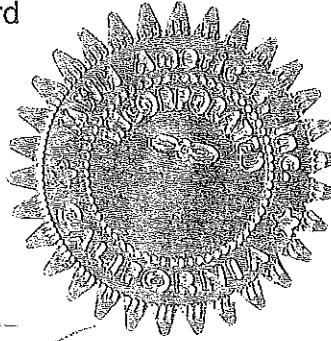
ATTEST:

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

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Carlos A. Gimenez
County Mayor

ATTEST:



MWH AMERICAS, INC.
(Corporate Seal)

By: _____
Signature

By: _____
Signature

DAVID TOMLINSON, Secretary
Print Name

MARSHALL DAVERT, President
Print Name

STATE OF Florida
COUNTY OF Miami Dade

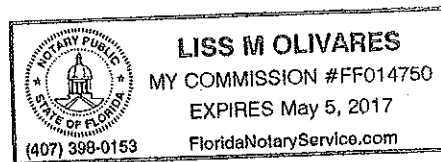
The foregoing instrument was acknowledged before me this 31st day of October 2014, by Marshall Davert, as President, and David Tomlinson, as Secretary, of MWH Americas, Inc, a California Corp., on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Notary Public
Liss M. Olivares
Print Name

FF014750
Commission Serial Number

Approved for Legal Sufficiency:

Assistant County Attorney



ATTACHMENTS

Attachment A	Proposal for Engineering Services 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 H	Contractor's Due Diligence Affidavit
Attachment I	Affirmation of Vendor Affidavits
Attachment J	ISD Form #7 Subcontracting/Supplier Listing
Attachment K	ISD Form #9 Fair Subcontracting Practices

ATTACHMENT A - Proposal for Engineering Services Labor Expenses

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

+

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Truck			
odging (by days)		Catch class - from to	
ar: F (by days)		See Attached "Maximum Daily Lodging Rates"	
Gas (tail cars only)		\$55.00/day	
Food		\$3.75/gallon	
Breakfast		\$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		\$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		\$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
mileage		\$0.48529/mile (for use of personal vehicle)	
Subtotal Direct Expenses			\$
Total Labor and Direct Expenses =			\$

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

Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Applicable Permit Fees (FRS, Fire, etc)			
Subtotal of Permit Fees			\$
Reimbursable Expense & I.G.			\$

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

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

WASD CONSULTANT for Program and Construction Management

ATTACHMENT B

MWH Commitment to WASD

"We wholeheartedly commit all the resources necessary to the MWH team and WASD to be successful. We are excited to bring our smart technologies for sustainable solutions to WASD and the Miami-Dade community."
 - Marshall D'Avant, MWH Principal in Charge

- From top left (1) through (14) clockwise (approx. count) - SEE 10/28/09/09
1. MWH Personnel, Inc. / 225 N. Park, Los Angeles, CA 90012
 2. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 3. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 4. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 5. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 6. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 7. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 8. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 9. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 10. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 11. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 12. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 13. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210
 14. MWH Personnel, Inc. / 10000 Wilshire Blvd, Beverly Hills, CA 90210

QUALITY MANAGEMENT
 Available: Phil Bicek (Lead)
 Glenn Humphrey, PE
 Victor Pajala, PE, BCEE

PRINCIPAL-IN-CHARGE
 Marshall D'Avant, PhD

Don Basset, PE, BCEE

GOVERNING BOARD
 Luis Casales (Chair)
 Inmaculada Lopez, PE (Vice-Chair)
 Bobbie Schmitt
 Bostl Williams

BIM/3D, 4D, 5D MODELING
 David Beyer, PE (Lead)
 Bill Vogel
 Marcel Varm, PE, PSM

DESIGN MANAGER
 S. Brown
 Chalmers, PE

NORTH DISTRICT
 Design Coordinator: Timothy O'Neill, PE, BCEE
 Public Information: Alida Gonzalez

CENTRAL DISTRICT
 Design Coordinator: Brian Lamy, PE
 Public Information: Monica Diaz

SOUTH DISTRICT
 Design Coordinator: Livia Uvelyn, PE
 Public Information: Alida Gonzalez

DESIGN DISCIPLINES

- Site/Civil: Julio Mendez, PE; Kevin Keane, PE; Steven Eggle, PE; Juan Prieto, PE, PMP
- Architectural: Michaela; William-Oliver, PE; Suraya; Almond, W&A, PSM
- Structural: Juan Fernandez Sanchez, PE; Architectural: Juan Crespi, PE, LEED AP
- Geotechnical: Oscar Alarcon, PE
- Electrical/EIC: Hector Serrano; Sven Jensen, PE
- IT/IA (Programming/Info. Protection): Rene Fraz, PE; Claudia Soria-Oroz, PE, LEED AP, BDC
- Underground Utility Locations: Fernando Gashi, PSM
- Subsurface Engineering: Dennis Stanton; Juan Marín; Tony Jorgis
- Specialty Geology & Environmental Certification: Eric Meyer, PE

AREA SPECIALISTS

- ROCK Operations: Xidre Cling, PE; Q&M Specialist: Steve Baber; Pilot Training: Daniel Mocher, PE; Health & Safety: Kevin Keane, PE
- Non-Customized Testing & Inspection: Hugo Soto, PE
- Field Investigation/Lead: John Linnaga; Codes/Reg/Promoting: Aresing Milla, PE; Area Control: Tara Garcia
- Climate Control/Technology: Sybilis Cayanan, PhD, LEED AP; Construction Management: Carlos Mejia, PhD, PE; Robert Williams
- Technology Group/Asset Management/PERTS/IS: John Casales, PSM; Maintenance of Plant: John Chandra; Construction/MSW/SPS: Bob Hrusovsky, BCEE; Temp. Data: Phil Pe BCEE; Disinfection: Roger Stephenson, PhD, BCEE; Rainwater: Alida Gonzalez; Monica Diaz

HEADWORK

- Dan Pelaez; Local Data: PE, BCEE; Site and Facilities Improvement: Shara Wynnuk, PE, LEED AP; Peter Chirivoy, PE; Construction/MSW/SPS: Bob Hrusovsky, BCEE; Temp. Data: Phil Pe BCEE; Disinfection: Roger Stephenson, PhD, BCEE; Rainwater: Alida Gonzalez; Monica Diaz

CO2 PRODUCTION/O2 TRIM

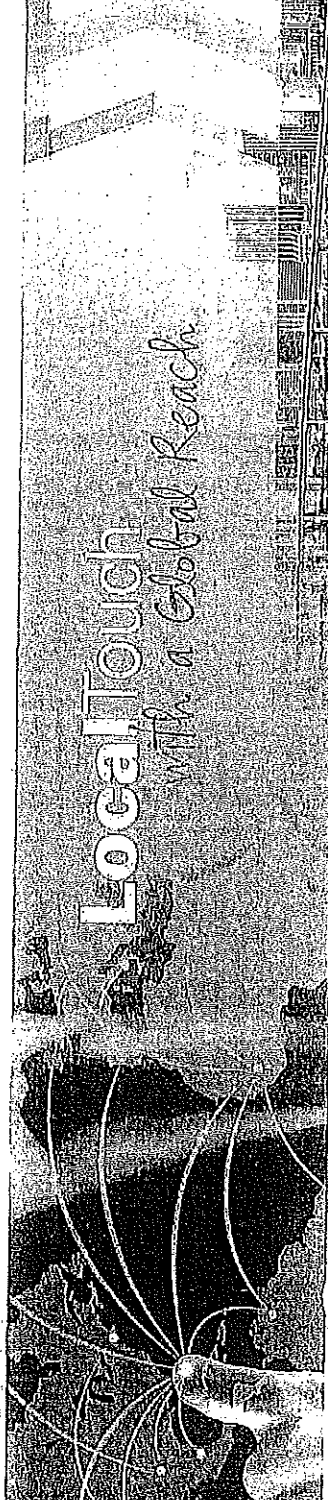
- Alan Siskonen, BCEE; Timothy O'Neill, PE, BCEE; Davanzolo: Hal Schmitt, PE, BCEE; William Holt; Dale; John Hudson; Robert Gaudes, BCEE; Theveny/Sprague-POG: Jeanette Ayala-Lopez, PE; Wayne Kimball, PE, BCEE

OPERATION

- John Orr; David Perry, PhD, BCEE; Electrical/Improvements: Doug Reed; Springs Party, PE, LEED AP; Control Systems: Shara Wynnuk, PE; David Usher; Efficient Pumping/Disposal: Ray-Rails; Ernest Surtz, PE, BCEE

PROCESS (STRENGTH TREATMENT/PROPOLEPTIC/GRADUATES)

- Ken Brubaker; Ken Kenesca, PE; Digestion/Residuals: Bruce Rutz, PE; A. Richard Tang, PhD, PE, BCEE; Energy/Sustainability: Leticia Cardoso, PhD, LEED AP; John Saleno, PE, CSW, LEED AP



LocalTouch with a Global Reach

The MWH Team is fully committed to the success of the WASD, its projects, and the community.



MWH

BUILDING A BETTER WORLD

ATTACHMENT B

MEMORANDUM

TO: Faith Samuels, Miami Dade

DATE: September 29, 2014

FROM: Luis S Casado, Vice President MWH

OCI Project No: E13-WASD-05

SUBJECT: *Consent Decree Design Contract – First Work Order to MWH*
Second Negotiations Session – Pre submittal Materials

Following our initial discussions on September 22, 2014 as part of the first negotiations session, the following additional/revised materials are being submitted. These are to serve as the basis for follow-up discussions at the planned October 7, 2014 session.

- Scope of work including:
 - Detailed scope description for agreed elements of work for WO1
 - Compensation Tables
 - Schedules

Note that Task 4 (Project 2.22 PS 2) and Task 5 (Project 2.2 Electrical) have been deleted per negotiations discussions. As per request, PS2 is on hold pending response from department to its need at this time.

- Written responses to MDWASD typed comments on the initial scope of work transmitted at the initial negotiations. (Attachment 1)
- Labor/cost breakdown spreadsheets for each task assignment using the revised rate structure put forth by MDWASD at the negotiations session.

Terms of Agreement as per Negotiation #1;

- The total contract valued is as presented for \$60 (sixty) million plus a 10% contingency
- The labor multipliers for this contract as presented during first meeting for 2.85, 2.4, and 2.1
- The allowable hourly rates used in the development of task costs are those as put forth by MDWASD at the September 22, 2014 meeting and are as follows:

Principal-In-Charge (Hourly Loaded Rate \$130)
Marshall Davert, President.

Project/Portfolio Management and Director of Engineering
(Maximum Hourly Loaded Rate \$265)
Don Bassett, PE, Luis Casado, Art Umble, PhD, Bruce Chalmers, PE

With this memo, the MWH acknowledges and accepts these rates as proposed by MDWASD.

The remainder of the team will all be under the raw salary times multiplier equation of revenue under

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the contract terms. The team will be classified into one of the primary five categories of labor for the overall contract duration.

Labor Category	Maximum Raw Wage
Expert Engineer/ Scientist	\$80
Project Managers/ Professional Technical Staff	\$75
Non-Registered Professional Staff	\$60
Financial, Controls Project Administrative	\$45
Clerical/Data Management	\$25

Hourly rates for all staff including title and roles consistent with Truth in Negotiations requirements. Note that these are in accordance with your direction utilizing a new standardized template in these tables with corresponding letters with signature from all subs principals also attached in a separate document. The terms for this rates are as follows:

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.
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. 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. 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.

We are looking forward to working with MD WASD on this important project and continue serving the County for many years to come.

Cc: Project File E13-WASD-05

RS



MWH

BUILDING A BETTER WORLD

Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

OCI Project No:	Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
E13-WASD-05	Ayala-Lugo, Jeovanni	Supervising Engineer	\$46.19	Engineer	Professional Technical Staff
	Baar, David	Senior Engineer	\$79.45	BlM & 3D Expert	Expert Engineer
	Bassett, Donal	Senior Vice President	\$111.98	Project Portfolio Manager	Project Portfolio Manager
	Baker, Steve	Estimator	\$74.52	Estimator Manager	Expert Engineer
	Behrens, Felipe	Senior Engineer	\$34.34	Senior Engineer	Professional Technical Staff
	Brischke, Ken	Senior Engineer	\$74.56	Process Specialist	Expert Engineer
	Casado, Luis	Vice President	\$100.85	Project Portfolio Manager	Project Portfolio Manager
	Davert, Marshall	President	*\$140.00	Principal	Project Principal
	Dhulashia, Sarangeeta	Senior Engineer	\$62.12	Project Manager	Project Manager
	Fiallos, Johana	Administration	\$24.04	Administration & Control	Financial Control, Project Administration
	Glenny, Yurfa	Senior Engineer	\$72.12	Project Manager	Project Manager
	Humphrey, Glenn	Vice President	\$85.00	Hydraulics Engineer	Expert Engineer
	Jones-Serrano, Aquila	Senior Administration	\$30.58	Senior Administration	Financial Control, Project Administration
	Lamay, Brian	Senior Engineer	\$72.12	Director Engineer	Project Manager
	Malloi, Carlos	Vice President	\$120.19	Construction Expert	Expert Engineer
	McLamarrah, Jane	Vice President	\$63.84	CMOM Expert	Expert Engineer
	Marrero, Lilian	Engineer	\$27.59	Engineer	Expert Scientist
	Peters, Dan	Vice President	\$71.86	Process Engineer	Non Register Professional Staff
	Ramcharansingh, Shane	Vice President	\$67.39	Elect / IC Expert	Professional Technical Staff
	Reutenwald, Ed	Supervising Engineer	\$60.97	Hydrology Manager	Professional Technical Staff
	Reed, Doug	Senior Engineer	\$78.86	Electrical Manager	Professional Technical Staff
	Rials, Ray	Senior Engineer	\$65.91	Hydraulic Manager	Professional Technical Staff
	Schmidt, Hai	Vice President	\$94.13	Process Expert	Professional Technical Staff
	Serrano, Hector	Engineer	\$38.29	Electrical Engineer	Expert Engineer
	Steffes, David	Senior Engineer	\$61.19	IC Manager	Professional Technical Staff
	Stephenson, Roger	Vice President	\$77.67	WWTP Expert	Professional Technical Staff
	Umble, Art	Vice President	\$79.43	Process Expert	Expert Engineer
	Vogel, Bill	Senior Engineer	\$68.57	B/M/3D Manager	Expert Engineer
	Wygonik, Shana	Senior Architect	\$45.47	Architectural Manager	Professional Technical Staff

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CDM SMITH Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

OCI Project No:	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
E13-WASD-05	O2 Specialist	\$59.31	O2 Specialist	Project Manager
	Pilot Testing	\$50.71	Pilot Testing	Project Manager
	Co Generation	\$111.72	Co Generation	Expert
	Control System	\$61.97	Control System	Project Manager
	Engineer Supports	\$32.19	Engineer Supports	Non Registered Engineer
	PG& Dposal	\$77.31	PG& Dposal	Expert
	Engineer Process Manager	\$72.14	Engineer Process Manager	Expert
	Engineer & Sustainability	\$53.42	Engineer & Sustainability	Project Manager
	BIM & 3D	\$70.47	BIM & 3D	Project Manager
	Biosolids	\$86.10	Biosolids	Expert
	Disinfection	\$67.32	Disinfection	Expert
	Project Manager	\$50.09	Project Manager	Project Manager
	Engineer Supports	\$24.74	Engineer Supports	Administration
	Maintenance	\$57.41	Maintenance	Project Manager
	Project Manager	\$59.53	Project Manager	Project Manager
	Site Engineer Management	\$67.08	Site Engineer Management	Project Manager
	Engineer Supports	\$31.78	Engineer Supports	Project Manager
	Engineer Director	\$86.49	Engineer Director	Director Engineering
	Odor Control	\$92.89	Odor Control	Expert
	3D CADD System	\$58.57	3D CADD System	Project Manager
	Engineer Administration	\$21.64	Engineer Administration	Administration
	Project Manager	\$69.11	Project Manager	Project Manager
	Clarifier / RAS	\$53.99	Clarifier / RAS	Project Manager
	Project Manager	\$99.43	Project Manager	Expert
	Septage	\$61.79	Septage	Project Manager
	Project Manager Process	\$79.44	Project Manager Process	Project Manager

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NOVA CONSULTING

Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

OCI Project No:	E13-WASD-05					
Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement		
Aida Gomez	Administration	\$28.00	Administration	Adm. Support Staff		
Alex Regalado	Construction Inspector	\$27.40	Engineering Support	Non-Reg. Tech. Staff		
Bingyong Liu, E.I.	Technical Staff	\$21.63	Engineering Support	Non-Reg. Tech. Staff		
Carlos M. Munoz	Technical Staff	\$25.48	Engineering Support	Non-Reg. Tech. Staff		
Danae Bruce	Tech. Staff Env.	\$16.50	Engineering Support	Non-Reg. Tech. Staff		
Frank Cortazar	Construction Inspector	\$36.06	Engineering Support	Non-Reg. Tech. Staff		
Giuseppe Santoro, P.E.	Design PM	\$60.90	Project Manager	PM & Reg. Tech. Staff		
Hilario S. Sanchez	Construction Inspector	\$22.50	Engineering Support	Non-Reg. Tech. Staff		
James Russen	Construction Inspector	\$37.00	Engineering Support	Non-Reg. Tech. Staff		
Jose A. Cordovas	Construction Manager	\$54.33	Engineering Support	PM & Reg. Tech. Staff		
Jose A. Rovira	Construction Inspector	\$20.67	Engineering Support	Non-Reg. Tech. Staff		
Jose A. Saucedo, P.E.	Professional Engineer	\$28.85	Project Manager	PM & Reg. Tech. Staff		
Juan C. Prieto, P.E.	Senior PM	\$53.50	Project Manager	Expert Eng., Sci. & Sr. PM		
Juan Curiel, P.E.	Design PM	\$45.67	Project Manager	PM & Reg. Tech. Staff		
Kirenia P. Borbolla	Administration	\$25.00	Administration	Adm. Support Staff		
Lourdes Barbeito, RMP	Project Controls	\$39.42	Project Controls	Non-Reg. Tech. Staff		
Luis Lopez-Blazquez, P.E.	Design PM	\$63.00	Project Manager	PM & Reg. Tech. Staff		
María J. Molina, P.E.	Technical Expert	\$96.15	Expert	Expert Eng., Sci. & Sr. PM		
Maya J. Compton	Tech. Staff - Env.	\$25.95	Engineering Support	Non-Reg. Tech. Staff		
Melina Idaraga, E.I.	Technical Staff	\$23.50	Engineering Support	Non-Reg. Tech. Staff		
Orlando Alfonso, P.E.	Construction Manager	\$33.65	Project Manager	PM & Reg. Tech. Staff		
Rachel Ferradaz, P.E.	Project Controls	\$44.71	Project Manager	PM & Reg. Tech. Staff		
Ricardo A. Maristany, P.E.	Design PM	\$43.27	Project Engineer	PM & Reg. Tech. Staff		
Robin Jillson	Administration	\$22.00	Administration	Adm. Support Staff		
Steven S. Eagle, P.E.	Sr. Technical Engineer	\$65.38	Expert Hydraulics	PM & Reg. Tech. Staff		

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Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

ERRAGON

Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
Hugo E. Soto	Principal	\$ 57.00	Technical Support	Expert
Kyle Cronin	Staff Engineer	\$ 27.72	Engineer Support	Project Manager & Regular
Leopoldo Vazquez	Threshold Inspector Representative	\$ 29.64	Field	Non-Registered Tech Staff
Michael Garcia	CAD Operator	\$ 28.95	Data Manager	Non-Registered Tech Staff
Mike O'connor	Special/Threshold Inspector	\$ 52.88	Field Manager	Non-Registered Tech Staff
Oscar Correa	Engineering Technician	\$ 23.60	Engineer Support	Non-Registered Tech Staff
Rutugandha Nulkar	Professional Engineer	\$ 37.50	Project Manager	Project Manager
Susana Delgado Morales	Clerical/Administrative	\$ 14.56	Administration	Administration
Tom Tepper	Senior Engineer	\$ 50.24	Geotechnical Manager	Project Manager

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MSA Inc. Truth-in-Negotiations Certification of Wage Rates Strictly Private and Confidential

Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
Arsenio Milan	Technical Expert	\$ 79.33	Engineer & Systems	Expert Engineer
Gabriel Milan	Professional Engineer	\$ 38.22	Project Engineer	Project Manager and Registered Technical Staff
Julio Menache	Design Project Manager	\$ 62.50	Project Manager	Project Manager

DCI Project No: E13-WASD-05

Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential				
Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
Amazia L. Kiboko, PE,PTOE	Senior Project Manager	\$ 73.80	Project Management / Constructability Reviews / Specialist	Project Manager
Dennis Stanton	Senior Utility Coordinator	\$ 41.40	Subsurface Utility Engineering Pro	Project Manager
Fernando Z. Gatell, PLS	Senior Surveying & Mapping	\$ 51.50		Project Manager
Gregory Prytyka, PE	Senior Project Engineer	\$ 51.44	Plans Reviews Specialist	Project Manager
Mike Yazdani	Senior Project Coordinator	\$ 73.80	Communications Specialist	Project Manager
Ricardo Duran	Utility Coordinator	\$ 34.25	Permitting Specialist	Project Manager
Richard Burgess	Senior Designer	\$ 59.40	Senior Designer	Project Manager - Registered
Samara Cheda	CADD Operator	\$ 32.21	Design Support	Support
Sandra Stehler	Administration and Public Involvement Specialist	\$ 40.05		Administration
Yvette A. Aleman, PE	Chief Engineer	\$ 73.80	Principal	Expert

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BND ENGINEERING

Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

OCI Project No:	Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
E13-WASD-05	Anthony Hudson	Senior Engineer	\$40.10	Project Manager	Project Manager
	Basil S. Williams	Advisory Board/Principal	\$90.65	Portfolio Advisor	Expert
	Chris S. Ossman	Project Engineer	\$33.65	Civil Engineer	Project Manager
	Eval A. Smith, CGC	Senior Engineer	\$43.85	Project Manager	Project Manager
	Janet L. Lorenz	Engineer	\$21.63	Engineer Support	Non Registered Professional
	Joel NA-McGill	Engineer	\$22.12	Engineer Support	Non Registered Professional
	Kevin A. Keane, P.E.	Project Manager	\$60.00	Project Manager	Project Manager
	Robert H. Williams, P.E.	Construction Management/ Senior Engineer/Constructability Reviews	\$72.00	Engineer Review	Expert
	Toni R. Williams	Technical Support/CADD/Graphic	\$34.35	Drafting Support	Data Manager

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ATI INC

Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

OCI Project No:	E13-WASD-05					
Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement		
Aida Pellon	Architectural Designer	\$ 30.00	Architect Manager	Project Manager		
Alejandro Crespi	CADD Technician	\$ 35.00	Drafting	Non-Registered		
Javier Cruz	Senior Architect	\$ 57.00	Architect Manager	Project Manager		
Juan Crespi	Chief Architect	\$ 72.12	Advisor Architect	Expert		
Juan Fernandez-Barquin	Engineer	\$ 60.00	Project Manager	Project Manager		

WOOLPERT Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

OCI Project No:	Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
E13-WASD-05	Alberto Pisani	Engineer	\$36.77		Project Manager
	Andria Sharma	Survey Office Technician - Laser Scanning	\$37.20		Non-Registered Engineer
	Ben Christie	Survey Field Technician - Laser Scanning	\$24.23		Non-Registered Engineer
	Bill Whidden	Engineer	\$60.62		Project Manager
	Bradley Alexander	Professional Surveyor	\$30.64		Project Manager
	Dave Feuer, PMP	GIS - Subject Matter Expert	\$58.15		Expert
	Delcio Romero	Survey Field Technician - Laser Scanning	\$22.18		Non-Registered Engineer
	Gil Inouye, PE	GIS - Application Developer I Engineer	\$47.58		Project Manager
	Joe Cantz	Survey Scanning Manager	\$49.52		Project Manager
	John Cestnick	Project Manager	\$55.23		Project Manager
	John Raiford	Engineer	\$36.78		Project Manager
	Jonas Svoboda	GIS - Geodatabase Design	\$39.99		Non-Registered Engineer
	Josh Campbell	Survey Office Technician - Laser Scanning	\$14.42		Field
	Juliana Castillo	GIS - Application Developer	\$40.37		Project Manager
	Kent Veach	Engineer	\$59.28		Project Manager
	Kim Buckhannon	Document Control	\$21.85		Administration
	Kim Wendzel	Engineer In Training	\$35.23		Non-Registered Engineer
	Logan Pennington	Survey Field Technician - Laser Scanning	\$22.87		Field
	Mary Larsen	Document Control	\$22.16		Field
	Mary Lickert	Document Control	\$34.18		Field
	Mathew Brown	Survey Office Technician - Laser Scanning	\$29.72		Non-Registered Engineer
	Matt Burton	Survey Field Technician - Laser Scanning	\$15.45		Field
	Miguel Rodriguez	Survey Office Technician - Laser Scanning	\$26.15		Non-Registered Engineer
	Rick Webb	Survey Field Technician - Laser Scanning	\$21.00		Field
	Robert Stomum	Survey Field Technician - Laser Scanning	\$21.74		Field
	Steve Schwabe	EAM - Subject Matter Expert	\$51.22		Expert
	Thomas Murphy	Principle in Charge	\$80.00		Expert
	Yonmar Nardelo	Survey Field Technician - Laser Scanning	\$20.94		Field

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Truth-In-Negotiations Certification of Wage Rates Strictly Private and Confidential

GEOSOL, INC

OCI Project No:	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
E13-WASD-05			
Employee Name	Hourly Rate	Job Responsibility	Category Title as Defined in the Agreement
Adnan Ismail, P.E.	\$ 43.71	Project Manager	Project Manager
Aurora Riccobono	\$ 35.80	Administration	Administration
Erik Zhang	\$ 25.75	CADD	CADD
Jose Gonzalez	\$ 28.40	Non-Registered Engineer	Non-Registered Engineer
Juan C. Gonzalez, E.I.	\$ 28.85	Non-Registered Engineer	Non-Registered Engineer
Oracio Riccobono, P.E.	\$ 56.49	Expert	Expert
Roberland Morales	\$ 27.86	Non-Registered Engineer	Non-Registered Engineer

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MWH E13-WASD-05 CD - Cost Tabulation

Year	Construction Cost	Engineering		Program Manager	Total
		Design	Services during Construction		
2015	\$ 31,407,010	\$ 15,143,780	\$ 1,029,839	\$ 3,140,701	\$ 50,721,329
2016	\$ 38,371,681	\$ 12,745,593	\$ 1,263,886	\$ 3,837,168	\$ 56,218,328
2017	\$ 97,200,419	\$ 8,329,834	\$ 3,033,470	\$ 9,720,042	\$ 118,283,765
2018	\$ 90,357,614	\$ 3,055,540	\$ 2,802,756	\$ 9,035,761	\$ 105,251,672
2019	\$ 159,395,154	\$ 8,080,375	\$ 4,842,957	\$ 15,939,515	\$ 188,258,001
2015 - 2019	\$ 416,731,879	\$ 347,255,121	\$ 14,975,367	\$ 41,673,188	\$ 518,793,095
2020	\$ 142,241,729	\$ 2,800,940	\$ 4,336,038	\$ 14,224,173	\$ 163,602,881
2021	\$ 101,662,244	\$ 1,868,546	\$ 3,072,266	\$ 10,166,224	\$ 116,769,280
2022	\$ 65,669,344	\$ 815,531	\$ 1,983,019	\$ 6,566,934	\$ 75,034,838
2023	\$ 54,543,626	\$ -	\$ 1,642,490	\$ 5,454,363	\$ 61,640,478
2024	\$ 39,617,184	\$ -	\$ 1,189,168	\$ 3,961,718	\$ 44,768,070
2020 - 2024	\$ 408,784,127	\$ 5,465,018	\$ 11,222,311	\$ 40,373,413	\$ 461,815,528
2025	\$ 36,996,325	\$ -	\$ 1,109,890	\$ 3,699,633	\$ 41,805,847
2026	\$ 16,819,657	\$ -	\$ 504,590	\$ 1,681,966	\$ 19,006,212
2027	\$ 8,554,596	\$ -	\$ 256,638	\$ 855,460	\$ 9,666,694
2025 - 2027	\$ 62,370,578	\$ -	\$ 1,871,117	\$ 6,237,058	\$ 70,478,753
TOTAL	\$ 882,836,584	\$ 512,840,138	\$ 27,067,016	\$ 88,233,658	\$ 1,051,027,386

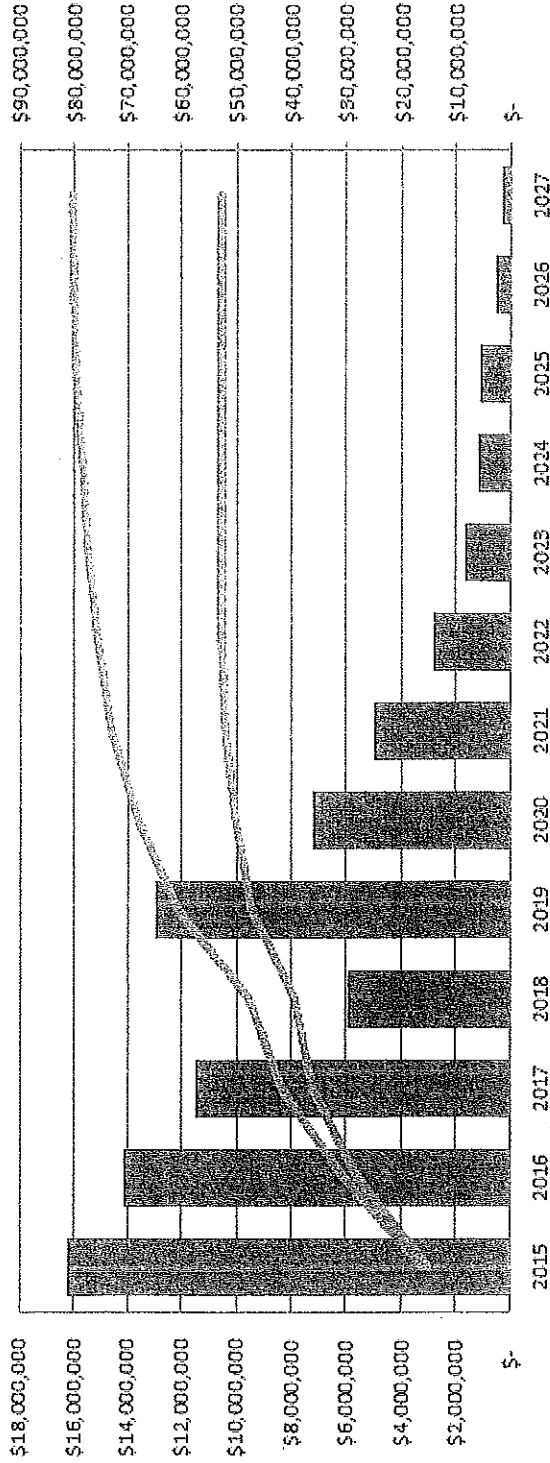
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MWH

BUILDING A BETTER WORLD

Engineering Costs per year



Engineering Design

Engineering Support during Construction

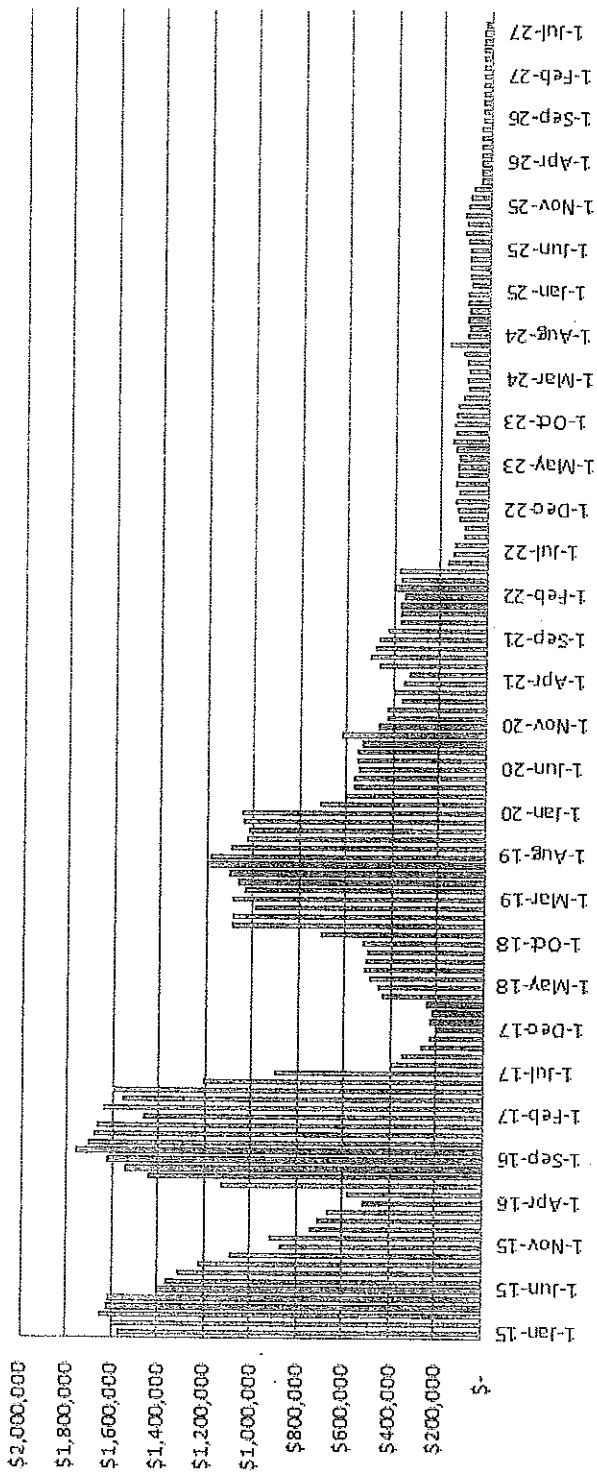
Cumulative Eng Design



MWH

ENLIVING A BETTER WORLD

Engineering Costs per month



Engineering Design Engineering Support during Construction



ENSURING A BETTER WORLD

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 DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO 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

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ATTACHMENT D

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

Contract No. E12-PVMM-02		Unit Price	Unit
1. GEOTECHNICAL SERVICES (9.01)			
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.)			
		\$ 364.00	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.
B. Borings Standard Penetration per ASTM D-4586:			
<u>With or Without Casing:</u>			
	Penetration Depth 0' to 50'	\$ 20.80	Per Foot
	Penetration Depth 51' to 75'	\$ 24.95	Per Foot
	Penetration Depth 76' to 100'	\$ 29.12	Per Foot
	Penetration Depth 101' to 150'	\$ 35.36	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'	\$ 17.68	Per Foot
	Penetration Depth 76' to 100'	\$ 19.76	Per Foot
	Penetration Depth 101' to 150'	\$ 23.92	Per Foot
D. Rock Coring per ASTM D-2113 (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

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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-USGS / PWD 9" 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		
1I.1 Fla. Dept. of Health and Rehabilitative Services, Chapter 100-6.57 (Min. 2 Tests per Job)	\$ 367.76	Per Test
1I.2 DCPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	\$ 514.80	Per Test
1I.3 Open Hole Method (Min. 6" Dia.) (Min. 2 Tests)	\$ 501.50	Per Test
J. Closing Holes with Grout / Approved Method(s) to Safe proof Site. [Safe proof to be Accomplished Before Laboratory Leaves the Site(s)].	\$ 8.32	Per Lineal 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
	\$ 124.80	Per Hour

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

Contract No. E12-PVWWM-02		Unit Price	Unit
C. Geotechnical Engineer File Capacity Analysis			
P. Muck Probes		\$ 124.80	Per Hour
2. 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)			
B. Monitoring Well Installation (2" PVC, Max. 20' Depth)* (Min. 2 Wells)**	\$ 364.00		Up to 2 Wells per Day
C. Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 Wells)**	\$ 676.00		Per Well
D. Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 Wells)**	\$ 283.92		Per Well
E. Monitoring Well Abandonment (4" PVC, Max. 20' Depth)* (Min. 2 Wells)**	\$ 340.00		Per Well
F. Monitoring Well (4" PVC, Max. 20' Depth)* (Min. 2 Wells)**	\$ 881.92		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

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

Contract No. E12-PWMM-02		Unit Price	Unit
<p>3. PRE-STRESS / PRE-CAST (9.02) (Includes Travel, Mileage, Delivery and Certified Reports).</p> <p>A. Pre-Stress / Pre-Cast Fabrication Inspection per PCI MNL-116 (Structural) or MNL-117 (Architectural) (Bridge and Building Units / Ready Mix Plants Inspections) (Min. 4 Hrs.)</p> <p>B. Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MNL-116 (Min. 4 Hrs.)</p> <p>C. Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes, and Design) (Includes Inspection and Certified Report) (Min. 4 Hrs.)</p> <p>D. Absorption Test of Pre-Cast Units per ASTM C-497.</p> <p>E. Three Edge Bearing Test per ASTM C-497.</p> <p>F. Hydrostatic Testing per ASTM C-497.</p> <p>G. Testing Concrete Cylinder per ASTM C-497. (Same Conditions Apply as Shown on 3A.1) (Does NOT Include Technician or Pick-Up).</p> <p style="text-align: center;">* If Additional Hours are Required Must have Approval from Issuing Department.</p>	<p>\$ 84.24</p> <p>\$ 84.24</p> <p>\$ 84.24</p> <p>\$ 54.08</p> <p>\$ 84.24</p> <p>\$ 84.24</p> <p>\$ 114.40</p>	<p>Per Hour</p> <p>Per Hour</p> <p>Per Hour</p> <p>Per Core</p> <p>Per Hour</p> <p>Per Hour</p> <p>Per Cylinder</p>	
<p>4. PILING (9.02)</p> <p>A. Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.)</p> <p>4A.1 Splice of Piles as an Addition (per Occurrence) (with Prior Approval from Engineer) (Witness Splice).</p> <p>B. Vibro-Flotation Inspection (4 Hrs. Min.)</p> <p>C. Pile Load Test - Test Frame and Load Set-up Witnessed by Certified Inspector per ASTM D-1143 (Equipment / Loads Furnished by Contractor)</p>	<p>\$ 84.24</p> <p>\$ 84.24</p> <p>\$ 84.24</p> <p>\$ 84.24</p>	<p>Per Hour</p> <p>Per Hour</p> <p>Per Hour</p> <p>Per Hour</p>	

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.	\$ 84.24	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 (9.02)			
(Includes Travel, Mileage, Delivery and Certified Report)			
A. Field Density Tests			
5A.1	Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	\$ 89.44	Per Test
5A.2	Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 & ASTM D-3017) (Min. 4 Tests):		
	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	\$ 30.16	Per Test
5A.3	Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	\$ 171.60	Per Test
5A.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.		

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

Contract No. E12-PVWWM-02

	Unit Price	Unit
5A.5 Evening Density Testing (7-80 Pit to 600 MM) (If Requested by Issuing Department - Designee to be performed in the Evening and to be Paid at the Min. 4 Hrs. Unfilled Tests) (Equipment ONLY - 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)	\$ 133.12	Per Test
5B.2 Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	\$ 149.75	Per Test
C. Limerock Bearing Ratio (LBR) - FDOT		
5C. Carbonates on LBR Material (2 Tests per Trip)	\$ 364.00	Per Test
D. Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (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 Drivers) (2 Tests Min.)		
5F. Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load by Drivers) (2 Tests Min.)	\$ 421.20	Per Test
G. Moisture Content		
H. Organic Content		
5H.1 Limerock per AASHTO T-267 (by Incineration)	\$ 52.60	Per Test
5H.2 Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	\$ 72.80	Per Test
I. Grains Size per AASHTO T-27 (Sieve Analysis Only)		
5I. Grains Size per AASHTO T-27 (Sieve Analysis Only)	\$ 66.56	Per Test

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

Contract No. E12-PWMM-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-2882 and D-2487 (AASHTO-Unified-FAA)	\$ 99.84	Per Test
L.	Los Angeles Abrasion on Rip-Rap per ASTM C-535 (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	\$ 46.80	Per Test
P.	Liquid Limit per ASTM D-4318 (Atterberg Limits)	\$ 78.00	Per Test
Q.	Silt Content per FDOT FM 5-516	\$ 60.32	Per Test
R.	Limerock 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.	Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)	\$ 88.40	Per Test
T.	Limerock 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
W.	Soil Load Bearing Test (Plate Load) (Reaction Load by Others)		
	5W.1 Static Load on Footings per ASTM D-1194	\$ 538.72	Per Test
	5W.2 Repetitive Static Load for Pavement per ASTM D-1195	\$ 570.96	Per Test

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

Contract No. E12-PWVVM-02

	<u>Unit Price</u>	<u>Unit</u>
5W.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	\$ 16.64	Per Foot
Y. Horticultural Service for PH Value of Soil	\$ 43.64	Per Test
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 Hrs. Min.)	\$ 67.60	Per Hour
AC. Geotechnical Engineer (Min. 2 Hours)	\$ 124.80	Per Hour
6. 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	\$ 821.60	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 245 (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

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

Contract No. E12-PWMM-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.	\$ 80.08	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 Sieve Analysis.	\$ 66.56	Per Sample
6C.15	AASHTO 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-4867 (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.	\$ 150.80	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

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

Contract No. E12-PWMM-02		Unit Price	Unit
Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)			
F.		\$ 84.24	Per Hour
Asphalt Densities (Nuclear-Back Scatter Method) (Min. 4 Tests).			
G.		\$ 31.20	Per Test
Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6 Cores per Call-Out).			
H.		\$ 62.40	Per Core
Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726. (Min. 4 Cores)			
I.		\$ 46.80	Per Core
Gyratory Compaction (Bulk Specific Gravity)			
J.		\$ 124.80	Per Sample
7. TECHNICAL SERVICES (AVIATION) (9.03)			
P461 Technical Services - NCEI HUP.E.FDOTMEquivalent per ASTM D-3656 Asphalt Plant Facilities & Initial Plant Inspection, Quality Reviews, Design Mx/MMF Reviews, Technical Report/Meetings/Coordination Oversight/PWL /Reviews (Min. 2 Hrs.).			
A.		\$ 130.00	Per Hour
P401 / P405 / P602 / P603 / P609 - Field Acceptance Inspection, Certified Inspector per ASTM D-3666.			
B.			
7B.1	Level "I" Inspector (Weekday Min. 4 Hrs.)	\$ 84.24	Per Hour
7B.2	Level "II" Inspector (Weekday Min. 4 Hrs.)	\$ 87.36	Per Hour
7B.3	Cancellation Fee (Plant) (Per Cancellation, Per Technician)	\$ 226.72	Per Cancellation/Techn.
8. CONCRETE TESTING (9.03)			
(Inclusive of Travel, Mileage, Delivery and Certified Report)			
A. Cylinders - Cast and Tested by Laboratory.			
8A.1	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-1231) (Max. 5 Cylinders Per Set).	\$ 114.40	Per Set

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MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE

"SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES" 2013-2016

Contract No. E12-PWVWM-02

	<u>Unit Price</u>	<u>Unit</u>
8A.2 Lightweight 3'X 6" Cylinder includes Concrete Per ASTM C-495 (Max. 5 Cylinders Per Set).	\$ 114.40	Per Set
8A.3 Air Entrainment per ASTM C31(used Concurrently with Concrete Set Testing).	\$ 36.40	Per Set
8A.4 Cylinder Pick-Up.	\$ 60.32	Per Hour
B. Securing Structural or Pavement Cores per ASTM C-42(6"Max. Dia.) (3 Cores Min.)		
8B.1 8" Deep	\$ 130.00	Per Core
8B.2 14" Deep	\$ 156.00	Per Core
8B.3 12" Deep x 12" Diameter	\$ 312.08	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.		
8D. 1 Concrete Brick per ASTM C-551. (Min. 2 Bricks)	\$ 41.20	Per Test.
8D.1A Compression	\$ 46.80	Per Brick
8D.1B Absorption	\$ 67.60	Per Brick
8D.1C Dimension	\$ 46.80	Per Brick
8D.1D Appearance	\$ 43.68	Per Brick
8D.2 Block, Manhole	\$ 57.20	Per Test
8D. 3 Block, Concrete Compression per ASTM C-140 - Individual Units.	\$ 57.20	Per Test
8D. 4 Block, Concrete Absorption per ASTM C-140 Individual Units.	\$ 62.44	Per Test

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

Contract No. E12-PHVM-02		Unit Price	Unit
8D. 5	Moisture Content of Concrete Block per ASTM C-140.	\$ 57.20	Per Block
8D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140.	\$ 176.00	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 Mortar or Grout Cubes in Laboratory or On-Site (incl. Slump & Temp. Tests) per ASTM C-1019	\$ 65.52	Per Hour
8D.13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)	\$ 84.24	Per Hour
E. Concrete Beams			
8E.1	Tension Test per ASTM C-496 (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

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

Contract No. E12-PWVMM-02		Unit Price	Unit
(Additional Design Mixes in Series)		\$ 416.00	Per Mix
8H.1	Design Mix Materials Testing.	\$ 75.92	
	8H.1a Gradation.	\$ 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.1d LA Abrasion C-88.	\$ 84.24	Per Test
	On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the Engineer) (4 Hrs. Min.)	\$ 84.24	Per Hour
J.	Concrete Plant Inspection per ACI-314.5 (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-803 (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.	Pullout per ASTM C-900 (Includes Pin Installation).	\$ 356.72	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.		

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

Contract No. E12-PWMM-02

	Unit Price	Unit
8Q.1 Per ASTM C-1152	\$ 130.00	Per Test
8Q.2 Per ASTM C-1218	\$ 135.25	Per Test
R. 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-29.	\$ 75.92	Per Test
9. STEEL (9.04)		
(Use - AWS, AMS, AWS, ASME, API, as Applicable		
A. Shop / Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)	\$ 84.24	Per Hour
B. AWS, AWS, ASME Welder Tests - Groove or Fillet		
Plate	\$ 228.60	Per Position
Pipe	\$ 224.00	Per Position
C. Reinforcing Steel Tensile Test	\$ 136.00	Per Test
D. Reinforcing Steel Deformation Test	\$ 45.92	Per Test
E. Reinforcing Bar Placement Inspection	\$ 84.24	Per Hour

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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. 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			
9H.1	\$ 124.80		Per Hour
Special Inspector for Threshold Buildings (State Certified) (2 Hrs. Min.)			
9H.2	\$ 124.80		Per Hour
Special Inspector Designee (2 Hrs. Min.)			
9H.3	\$ 124.80		Per Hour
Special Inspector under the Florida Building Code (2 Hrs. Min.)			
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	\$ 84.24		Per Hour
4 Hours Minimum			
11A.2	\$ 62.40		Per Test
Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605			
11A.3	\$ 131.95		Per Test
Field Adhesion / Cohesion Tests per ASTM E-736			
* If Additional Hours are Required Must Have Approval from Issuing Department			
12. STRAIN MEASUREMENTS (SR4 INDICATOR) (9.04)			
A.	\$ 84.24		Per Hour
Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)			

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

Contract No. E12-PWVM-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.)		\$ 60.32	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 Year
16. MAGNETIC PARTICLE TESTING (MAGNAFLUX) (9.04)			
A. Services of a Non-Destructive Technician		\$ 84.24	Per Hour

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

Contract No. E12-PWMM-02

	Unit Price	Unit
E. Magnetix Testing	\$ 80.08	Per Test
II. ROOFING (9.05)		
(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	\$ 314.08	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-Hill 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.	\$ 738.40	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

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

Contract No. E12-PWVWM-02

	Unit Price	Unit
J. Nuclear Moisture Testing		
Per Job Min.	\$ 750.00	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		
Fastener Pull Test (First 10,000 Sq. Ft. Per Deck) (10 Tests)	\$ 208.00	Per Test
Per New Roof (Core Sample)	\$ 821.60	Per Test
Existing Roof (Core Sample)	\$ 52.00	Per Test
Bell Chamber Test (Max. 2 Tests / Any Additional Test \$300.00)	\$ 62.40	Per Test
O. Title Uplift Test (TAS 106)	\$ 780.00	Per Test
Per Square Feet (2,500 Sq. Ft.)		
Additional per Square	\$ 260.00	Per Sq. Ft.
N. Engineer's Report	\$ 20.80	Per Sq. Ft.
	\$ 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".

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Exhibit "E"
Truth-In-Negotiation Certificate

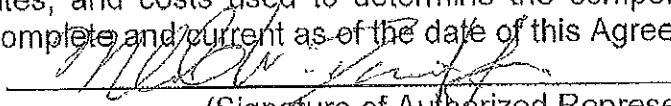
Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 - category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation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

This sworn statement is submitted for:

PROJECT TITLE: DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS
RELATED TO CONSENT DECREE PROJECTS

PROJECT NUMBER: E13-WASD-05

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



(Signature of Authorized Representative)

Title PRESIDENT

Date 10/24/2014

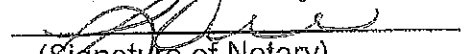
STATE OF: Florida
COUNTY OF: Miami Dade

The above certifications/verifications were acknowledged before me this 31st day of 2014,

by Marshall Davert
(Authorized Representative)

of MWH Americas, Inc.
(Name of Corporation, Partnership, etc.)

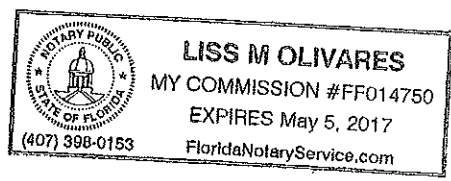
who is personally known to me or has produced as _____ identification and who did/did not take an oath.



(Signature of Notary)

Liss M. Olivares
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: FF014750
My Commission Expires: 5/5/2017

ATTACHMENT G
 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"/>

Miami-Dade County

Contractor Due Diligence Affidavit

ATTACHMENT H

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

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

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. : 14 MWHA008 Federal Employer Identification Number (FEIN): 95-1878805

Contract Title: DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO CONSENT DECREE PROJECT

MARSHALL DAVERI PRESIDENT [Signature]
 Printed Name of Affiant Printed Title of Affiant Signature of Affiant

MWH AMERICAS, INC 10/29/2014
 Name of Firm Date

2937 SW 27th Ave, Suite 107 FL 33133
 Address of Firm State Zip Code

Notary Public Information

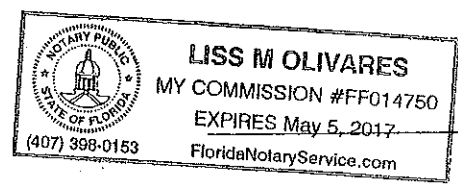
Notary Public - State of Florida County of Miami Dade

scribed and sworn to (or affirmed) before me this 31st day of, October 20 14

Marshall Daveri He or she is personally known to me or has produced identification

Identification produced Texas Driver License #33875152

[Signature]
Signature of Notary Public



FF014750 5/5/2017 Notary Public Seal
Print or Stamp of Notary Public Expiration Date



EXHIBIT "I"

Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer Identification Number (FEIN): 95-1878805

Contract Title: 14 MWHA 008

Affidavits and Legislation/ Governing Body

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
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(j) 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
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
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
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:

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
False Claims Ordinance County Ordinance No. 99-152		

MARSHALL DAVERT PRESIDENT [Signature]
Printed Name of Affiant Printed Title of Affiant Signature of Affiant

MWH AMERICAS, INC 10/29/2014
Name of Firm Date

7937 SW 27th Ave Suite 107 FL 33133
Address of Firm State Zip Code

Notary Public Information

Notary Public -- State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 31st day of October 20 14

Marshall Davert He or she is personally known to me or has produced identification

Type of identification produced Texas Drivers License # 33875752

[Signature] LISS M OLIVARES
Signature of Notary Public MY COMMISSION #FF014750
FF014750 5/5/2017 163
Print or Stamp of Notary Public Expiration Date Notary Public Seal

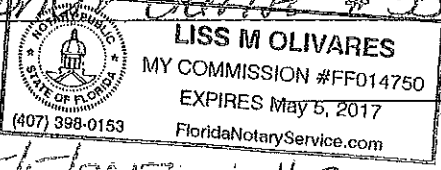
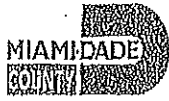


EXHIBIT "K"



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

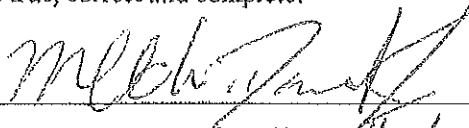
FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

It is the policy of MWH that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing subcontracts consistent with efficient contract performance. MWH policy is to submit and implement required small business subcontracting plans to separately address subcontracting with small businesses.

Accordingly, MWH procedures allow for the broadest number of local subcontractors of the opportunity to be awarded a subcontract; invite local subcontractors to submit bids in a practical, expedient way provide local subcontractors access to information necessary to prepare and formulate a subcontracting bid; allow local subcontractors to meet with appropriate personnel of MWH to discuss the MWH's requirements; and award subcontracts based on full and complete consideration of all submitted proposals and in accordance with the MWH's stated objectives.

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

Signature of Authorized Representative: 
Title: PRESIDENT Date: 10/29/2014
Proposer's Name: MARSHALL DAVERT

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