Memorandum

MIAMI-DADE COUNTY

Date: December 15, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 14(A)(4)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving Amendment Number Three with CDM Smith Inc. Granting a Time Extension of Two Years with no Additional Monies for the South Miami Heights Water Treatment Plant and Authorizing the County Mayor or County Mayor's Designee to Exercise Provisions of Section 2-8.2.12(4)(d) and (e) of the Code of Miami-Dade County

---

Recommendation

It is recommended that the Board of County Commissioners (Board) approve Amendment Number Three to Agreement Number 01CDAM003, a Non-Exclusive Professional Services Agreement (Agreement) with CDM Smith Inc., which grants a time extension of two (2) years to January 5, 2018 with no additional monies for the provision of engineering, design and related services for the South Miami Heights Treatment Plant (SMHWTP).

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement Amendment Number Three is consistent with those authorities granted under the Code of Miami Dade County. Additionally, pursuant to the provisions of Sections 2-8.2.12(4)(d) and (e) of the Code, the County Mayor or County Mayor's designee has the authority to amend and/or extend the Agreement to complete any unfinished work, negotiate and settle claims, and execute change orders that do not exceed ten percent (10%) of the base contract amount.

Scope

The SMHWTP will be a facility of countywide significance, as it will be interconnected to the County's water system. It will be located at 11800 SW 208 Street, Miami, Florida, in Commission District 9, which is represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

There is no fiscal impact to the County, as Amendment Number Three extends the contract term for two (2) years with no additional monies.

Track Record/Monitor

WASD's Deputy Director of Capital Improvements and Regulatory Compliance, Hardeep Anand, will monitor the implementation of this Amendment.

Background

On December 18, 2001, the Board adopted R-1426-01 ratifying the approval of this Agreement with a six-year term. On November 28, 2006, the Board approved Amendment Number One to the Agreement per R-1314-06, extending the contract term for an additional six (6) years to January 5, 2013. On December 18, 2012, the Board adopted Amendment Number Two per R-1091-12,

extending the contract term for an additional three (3) years to January 5, 2016, making for a total contract value of $10,421,400.

In October 2015, the Department began construction of Floridan aquifer test wells to better determine the Floridan aquifer characteristics and water quality in the area of the SMHWTP. This information is critical in determining the number of supply wells needed, the spacing of the wells, possible treatment methods, and the permitting of the wells. At this time, four (4) exploratory wells are being constructed including three (3) upper Floridan wells to a depth of 1,400 feet and a core well to a depth of 1,640 feet. In addition to these exploratory wells, in January 2016, a deep injection well will be drilled to a depth of 3,500 feet and a dual zone monitoring well will be drilled to a depth of 1,850 feet above the injection zone. It is projected that drilling activity and contract administration will continue through the end of the contract extension. CDM Smith Inc. is testing and analyzing the data obtained from the test wells to formulate a hydrogeological test plan for the SMHWTP. Amendment Number Three extends the contract term for two (2) years allowing CDM Smith Inc. to continue to provide these geological investigative services through project completion. Amendment Number Three also updates the Agreement to include definitions, provisions and requirements to conform with WASD's standard Professional Services Agreements.

The Small Business Enterprise (SBE) participation goal of 10 percent was established as a part of the original Agreement. As of September 9, 2015, CDM Smith Inc. has achieved 90 percent of the current $1,042,140 SBE participation requirement. A copy of the memorandum from the Internal Services Department's Small Business Division is attached.

Jack Osterholt, Deputy Mayor

Memorandum

MIAMI-DADE COUNTY

Date: September 9, 2015

To: Lester Sola, Director
Miami-Dade Water and Sewer Department

From: Gary T. Hartfield, Director
Small Business Development Division
Internal Services department

Subject: Project No. E01-WASD-01, South Miami-Dade Water Treatment Plant Design Services for Miami-Dade Water and Sewer Department

---

The subject project was reviewed by Small Business Development (SBD), for compliance with the 10% Small Business Enterprise – Architectural & Engineering (SBE-A/E) goal. This contract is approximately 71% complete based on the dollars paid to date to the prime consultant. To date, SBE-A/E firms meeting the goal have been paid $940,201.83 or 13% of the dollars paid. The prime has achieved 90% of the current $1,042,140 SBE participation requirement.

Please do not hesitate to contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153 if you need additional information.

c: Doug Yoder, Deputy Director, WASD
Patty David, Chief, Intergovernmental Affairs, WASD
Alice Hidalgo-Gato, SBD Section Chief, ISD

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 15, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(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**

_____ **Statement of social equity 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. 14(A)(4)
12-15-15

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 01CDAM003, A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH INC. FOR ENGINEERING, DESIGN AND RELATED SERVICES FOR THE SOUTH MIAMI HEIGHTS WATER TREATMENT PLANT; EXTENDING THE AGREEMENT TWO ADDITIONAL YEARS ANDAUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS OF SECTION 2-8.2.12(4)(D) AND (E) OF THE CODE OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY 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 Amendment Number Three to Professional Services Agreement No. 01CDAM003 with CDM Smith Inc. for engineering, design and related services to the South Miami Heights Water Treatment Plant, in substantially the form attached hereto and made a part hereof; extending the Agreement two additional years and authorizing the County Mayor or County Mayor's designee to exercise the provisions of Section 2-8.2.12(4)(d) and (e) of the Code of Miami-Dade County, related to the administration of certain water and sewer contracts, which provisions specifically include the authority to amend contracts, extend the time for completion of contracts, negotiate and settle claims and issue settlement agreements and change orders; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of December, 2015. 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

AMENDMENT NUMBER THREE
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
CDM SMITH INC.

AGREEMENT NO. 01CDAM003

THIS AMENDMENT NUMBER THREE is made and entered into the _____day of _____, 2015, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and CDM Smith Inc., a Massachusetts corporation authorized to do business in the State of Florida and with offices in Miami-Dade County (hereinafter referred to as the "ENGINEER," and collectively with the COUNTY, the "Parties").

W I T N E S S E T H

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", operates and maintains the County's water and sewer utility systems; and

WHEREAS, on December 18 2001, the COUNTY and CDM Smith Inc., f/k/a Camp, Dresser & McKee Inc. entered into a Non-exclusive Professional Services Agreement, hereinafter referred to as the "Agreement", in the amount of $5,500,000 which includes a ten percent (10%) contingency allowance for design and engineering services of the South Miami Heights Water Treatment Plant; and

WHEREAS, on November 28, 2006, the Board of County Commissioners approved Amendment Number One by Resolution R-1314-06 which increased compensation by $1,621,400 for a total compensation of $7,121,400 which includes a ten percent (10%) contingency allowance and extended the Agreement six (6) years for the ENGINEER to reapply for construction permits and to provide engineering services including responding to information requests, reviewing shop drawings, potential change orders, contract schedules, schedule of values and as-built drawings; and

WHEREAS, on December 18, 2012, the Board of County Commissioners approved Amendment Number Two by Resolution R-1091-12 which increased compensation by $3,300,000 from $7,121,400 to $10,421,400 which includes a ten percent (10%) contingency allowance and extended the Agreement for an additional three (3) year period until January 5, 2016, for the ENGINEER to modify the existing South Miami Heights Water Treatment Plant design and provide permitting and related services during the design and construction phases; and

WHEREAS, the South Florida Water Management District issued additional modifications to the COUNTY'S 20-Year Water Use Permit which mandated various changes to the current permit conditions that resulted in design modification of the South Miami Heights Water Treatment Plant; and

7

WHEREAS, the COUNTY has requested and the ENGINEER has agreed to provide additional professional engineering services, as needed, including but not limited to preparation of contract documents using Public-Private Partnership, Design-Build Finance-Operate-Maintenance approach for the South Miami Heights Water Treatment Plant inclusive of wells, raw water mains, water treatment plant, reservoir, pumping facilities and deep injection wells; and

WHEREAS, this Amendment Number Three is the most cost-effective approach to accomplish the design modification and is in the best interest of the COUNTY, and

WHEREAS, this Amendment Number Three will extend the Agreement for an additional two (2) year period from January 5, 2016 to January 5, 2018, and delegate authority to the County Mayor or the County Mayor's designee certain authorities granted under Section 2-8.2.12 (4)(d)(e) and (6) of the Code of Miami-Dade County related to WASD's Consent Decree and Capital Improvement Program Acceleration Ordinance as specified in Paragraph 57 of the Agreement; and

WHEREAS, the Parties desire to conform this AGREEMENT to the provisions and requirements included in the Department's current standard Professional Services Agreement.

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

1. Paragraph 3 of the AGREEMENT is hereby modified as follows:

<u>3. ENGINEER'S RESPONSIBILITIES:</u>

* * * *

I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology Division of WASD (IT). 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 first 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 Consultant.

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 request 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 network will require a network identification (ID) and password issued within the guidelines set

8

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. 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 at no additional cost to the COUNTY, if possible within the ENGINEER'S professional design standards.

2. Paragraph 5 of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in the sum, payment or compensation of any kind from the COUNTY beyond that set forth in this AGREEMENT nor shall the ENGINEER be entitled to direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of the time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this AGREEMENT shall be extended only if the ENGINEER is delayed in performing any obligation under this AGREEMENT due to a force majeure or accident or occurrence. The ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or accident or occurrence. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any claim of civil action for either compensable or non-compensable time extension.

3. Paragraph 6 of the AGREEMENT is hereby modified as follows:

6. COMPENSATION:

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 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. Invoicing by the ENGINEER for persons not

specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs. Office Employees shall mean personnel that are located in the home offices of the ENGINEER and/or Subconsultant(s), when such home offices provide office space. Field Employees shall mean personnel that are performing duties in the field and not at the central offices of the COUNTY located at 111 N.W. 1 Street, Miami, Florida 33128, 3071 S.W. 38 Avenue, Miami, Florida 33146 and/or 3575 South Lejeune Road, Miami, Florida 33146. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the Work, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed two hundred twenty-eight dollars ($228.00) per hour for the ENGINEER and Subconsultant(s). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not exceed the following:

Title	Raw Rate
Senior Project Manager/Technical Experts	$80.00
Project Manager and Registered Technical Experts	$75.00
Non-Registered Technical Staff	$65.00
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. Compensation to ENGINEER shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the ENGINEER in this Section. Invoicing by the ENGINEER for services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs.

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 6.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 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 6.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 to Subconsultants shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the ENGINEER in Section 6.A.1 above. Invoicing by the ENGINEER for Subconsultant services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs.

7) 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 6.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 and the hourly rates shall not exceed those provided in Section 6.A.1 above. 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 ten million four hundred twenty-one thousand four hundred dollars ($10,421,400) which includes a ten percent (10%) contingency fee. 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. 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.

F. Truth-In-Negotiation Certification of Wage Rates: Attached hereto as Attachment "A" is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes. 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 at any time during the term of this AGREEMENT.

G. 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.

4. Paragraph 8 of the AGREEMENT is deleted in its entirety and replaced with the following:

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Victor J. Pujals, P.E. and Ignacio L. Lizama, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

5. Paragraph 10 of the AGREEMENT is deleted in its entirety and replaced with the following:

10. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director or the Director's Designee who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. The Director or the Director Designee's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless determined by a court of competent jurisdiction in the State of Florida to be clearly arbitrary or unreasonable.

6. Paragraph 11 of the AGREEMENT is deleted in its entirety and replaced with the following:

11. 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.

7. Paragraph 13 of the AGREEMENT is hereby modified as follows:

13. 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.

8. Paragraph 14 of the AGREEMENT is hereby modified as follows:

14. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as Subconsultant: Laura Llerena & Associates, Inc., Nova Consulting, Inc., Fraga Engineers, LLC, Architects International, Inc., Hazen and Sawyer, P.C. 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 ten percent (10%) 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.

9. Paragraph 18 of the AGREEMENT is hereby modified as follows:

18. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effective until January 5, 2018 after execution of this Amendment Number Three. 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 6 hereof.

10. Paragraph 21 is deleted in its entirety and replaced with the following:

21. 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 the laws, orders, codes, resolutions, or procedures not readily available on the internet, including but not limited to, the following:

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;
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.

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; 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);
   7) Miami-Dade County Family Leave, Article V of Chapter 11 of the County Code;
   8) Miami-Dade County Living Wage, Section 2-8.9 of the County Code;
   9) Miami-Dade County Domestic Leave and Reporting Affidavit, Article VIII, Section 11A-60 - 11A-67 of the County Code;
   10) Required Listing of Subcontractor and Suppliers Contracts Certification, Section 10-34 of the County Code;
   11) False Claims, Ordinance No. 99-152;
   12) Fair Subcontracting Policies Certification, Section 2-8.8 of the County Code; and
   13) Collusion Affidavit, Section 2-8.1.1 and 10-33. 1 of the County Code.

11. Paragraph 25 of the AGREEMENT is hereby modified as follows:

25. <u>OFFICE OF THE COUNTY INSPECTOR GENERAL</u>: 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.

12. Paragraph 26 of the AGREEMENT is hereby modified as follows:

26. 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.

13. Paragraph 38 of the AGREEMENT is hereby added as follows:

38. 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 mutually agreed 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. All COUNTY Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the Charter references in this AGREEMENT, which may be applicable, are posted on the County website www.miamidade.gov. If, after the date of this AGREEMENT, there is any change in applicable laws that increases the services to be provided, or costs or expenses incurred by the ENGINEER in performing the services on this AGREEMENT, then the ENGINEER compensation otherwise payable under this AGREEMENT may be increased or decreased accordingly by mutual agreement between the parties hereto; however, no increase in compensation hereunder shall be effective unless authorized by the Mayor or the Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

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

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

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

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

CONSTRUCTION MANAGEMENT SERVICES: 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 6(D) "Maximum Compensation", pursuant to the terms and conditions of this AGREEMENT.

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

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

DAYS: Unless otherwise designated, days mean calendar days.

DEPARTMENT: The Miami-Dade 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 WASD who administers the AGREEMENT on behalf of the COUNTY.

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

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

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 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 9 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 20 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 2, of this AGREEMENT.

PROFESSIONAL SERVICES AGREEMENT ("PSA"): Synonymous with the terms "Contract" and "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's durations and sequence of key activities of engineering, design, permitting and indicates milestone event dates as required by the Contract.

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

REIMBURSABLE EXPENSES: Those expenses delineated in Section 6(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 2, "Professional Services".

SERVICES: As defined in Section 2 herein.

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

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.

WORK ("SERVICES"): All services, tasks, and activities related to the Project as defined in a scope of work set forth in a Task Authorization to Proceed.

14. Paragraph 39 of the AGREEMENT is hereby added as follows:

<u>39. EMPLOYEES ARE THE RESPONSIBILITY OF THE ENGINEER:</u> 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".

15. Paragraph 40 of the AGREEMENT is hereby added as follows:

<u>40. ORGANIZATIONAL CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY:</u>

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 Engineers 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) An organizational conflict of interest is a situation in which the ENGINEER: (a) under the AGREEMENT, 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 engineer'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 AGREEMENT or any agreement to perform any work under a work order or (b) making any claim for payment under the AGREEMENT, 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. 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 Engineer 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 Engineer 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 (1) 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, 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.

16. Paragraph 41 of the AGREEMENT is hereby added as follows:

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

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

17. Paragraph 42 of the AGREEMENT is hereby added as follows:

42. ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the ENGINEER to the COUNTY, whether under this AGREEMENT or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by

the COUNTY to the ENGINEER under this Contract. Such retained amount shall be applied to the amount owed by the ENGINEER to the COUNTY. The ENGINEER shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the ENGINEER for the applicable payment due herein.

18. Paragraph 43 of the AGREEMENT is hereby added as follows:

43. CONSEQUENCE FOR NONPERFORMANCE: Should the ENGINEER fail to perform its services within the time agreed to by the COUNTY and the ENGINEER and such failure causes a delay in the progress of the Work, and it is not a result of force majeure, accident or occurrence as defined herein, the ENGINEER shall be liable for any damages to the COUNTY resulting from such delay. Notwithstanding anything to the contrary, the ENGINEER's aggregate liability under this AGREEMENT for damages shall be limited to the value of the task authorizations or task orders issued to ENGINEER.

19. Paragraph 44 of the AGREEMENT is hereby added as follows:

44. 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.

20. Paragraph 45 of the AGREEMENT is hereby added as follows:

45. 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 119.07, 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 and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If

the ENGINEER does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the AGREEMENT.

21. Paragraph 46 of the AGREEMENT is hereby added as follows:

46. 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.

22. Paragraph 47 of the AGREEMENT is hereby added as follows:

47. 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, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

23. Paragraph 48 of the AGREEMENT is hereby added as follows:

48. 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.

24. Paragraph 49 of the AGREEMENT is hereby added as follows:

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

25. Paragraph 50 of the AGREEMENT is hereby added as follows:

50. 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.

26. Paragraph 51 of the AGREEMENT is hereby added as follows:

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.

27. Paragraph 52 of the AGREEMENT is hereby added as follows:

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.

28. Paragraph 53 of the AGREEMENT is hereby added as follows:

53. 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.

29. Paragraph 55 of the AGREEMENT is hereby added as follows:

55. SEVERABILITY: If any clause, provision, subsection or Section of this AGREEMENT which is void or unenforceable under any law, regulation or as a matter of public policy, or 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.

30. Paragraph 56 of the AGREEMENT is hereby added as follows:

56. 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 resulting from 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 standard of care provided in Section 3A of this AGREEMENT or material 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 resulting from 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 standard of care provided in Section 3A of this AGREEMENT or material breach of any other duty specifically set forth in 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 to 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 agrees to the COUNTY'S rights to recover damages 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 20 of this AGREEMENT, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

31. Paragraph 57 of the AGREEMENT is hereby added as follows:

<u>57. MIAMI-DADE WATER AND SEWER DEPARTMENT CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE:</u> Notwithstanding any other provision of this Contract, the County Mayor or the Mayor's designee may exercise the provisions of Sections 2-8.2.12 as stipulated below:

(4)(d). Amend contracts and extend the time for completion of any contract for construction, materials or professional services, including waivers of liquated damages and other compensable and/or non-compensable time extensions;

4(e). Negotiate and settle claims, and issue settlement agreement(s) or changes orders for additional work under contracts and amendments where:

I. the change order or claim does not exceed ten percent (10%) of the base contract amount; and

II. the contingency allowance shall be utilized to ensure minimal disruption in work flow and shall be documented on the appropriate contingency authorization draw. Change orders shall be submitted to replenish the contingency account in a timely manner; and

III. the limitations provided in (4)(e)(I) above shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster.

(6). Any act undertaken pursuant to the authority set forth in this Ordinance is subject to ratification by the Board of County Commissioners and shall be brought directly to the Board at the next available meeting and will not be subject to the 4-Day Rule. Any resolution ratifying an act undertaken pursuant to the authority set forth in this Ordinance shall include an effective date provision that provides that it will become effective upon approval by the County Mayor of the resolution and the filing of the Mayor's approval with the Clerk of the Board, which approval may be provided before the expiration of the ten (1) day Mayoral veto period. Any contract, change order, settlement, modification, adjustment, or extension granted pursuant to any authority herein shall contain a termination for convenience clause or such other provision as necessary to specify that the action is revocable if not ratified by the Board of County Commissioners. The specification shall also include a sufficient release such that, in the event that the Board of County Commissioners does not ratify such item, the contractor is not entitled to loss of profits or other consequential or indirect damages; however, the contract is eligible for payment for any work done prior to failure of the ratification.

32. The AGREEMENT, as amended by this Amendment Number Three and all of the terms, conditions, and warranties contained therein, are hereby reaffirmed and shall continue in full force and effect except as specifically modified by this Amendment Number Three.

33. The WHEREAS clauses set forth above are incorporated into the body of this Amendment Number Three as if fully set forth herein.

34. This Amendment Number Three shall be governed by Florida Law.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment Number Three to the AGREEMENT by their duly authorized officers on the date first written above.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____
Deputy Clerk

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

By:_____
County Mayor

ATTEST:

By: Mario J. Marcaccio
Mario J. Marcaccio, Secretary
Print Name

CDM Smith Inc.
A Massachusetts Corporation (SEAL)

By: Timothy B. Wall
Timothy B. Wall, President
Print Name

STATE OF MA
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 19th day of October, 2015, by Timothy B. Wall, as President and Mario J. Marcaccio, as Secretary, of CDM Smith Inc. a MA Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Laura Fabiano
Notary Public

_____
Serial Number

Laura Fabiano
Print Name

LAURA FABIANO
Notary Public
Massachusetts
Commission Expires Oct 12, 2018

Approved by County Attorney
As to form and legal sufficiency:

_____
Assistant County Attorney

CDM SMITH INC.
1970
MASSACHUSETTS

ATTACHMENT A

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: South Miami Heights WTP Water Treatment Plant

PROJECT NUMBER: E01-WASD-01

Before me the undersigned authority appeared Ignacio L. Lizama (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 Associate

Date October 19, 2015

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 19 day of October, 2015,

by IGNACIO I. LIZAMA,
(Authorized Representative)

of CDM SMITH,
(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)

AMARIV PEREZ
(Print Name)

Notary Stamp or Seal:

AMARIV PEREZ
MY COMMISSION # FF904128
EXPIRES July 28, 2019
(407) 398-0153 FloridaNotaryService.com

Notary Commission Number: FF904128
My Commission Expires: 7/28/19

ATTACHMENT B

CDM Smith
800 Brickell Avenue, Suite 500
Miami, Florida 33131
tel: 305 372-7171
fax: 305 372-9167

October 19, 2015

Subject: **AGREEMENT NO. 01CDAM003, E01-WASD-01**
Truth-In-Negotiation Certification

1. The hourly rates provided below are true and accurate as of October 19, 2015.
2. Professional Services provided by personnel in various projects are listed below along with raw hourly rate, position, job responsibility, and category title.

EMPLOYEE NAME	RAW LABOR RATE	POSITION	JOB RESPONSIBILITY	CATEGORY TITLE
Timothy Verwey, PE	$67.36	Structural Engineer	STRUCTURAL	Expert Engineer/ Scientist
John Schroeder, PE	$69.35	Senior Engineer	PIPELINE	Expert Engineer/ Scientist
Timothy O'Neil, PE	$70.84	Project Manager	PUMP STATION DESIGN	Expert Engineer/ Scientist
Jonathan Goldman, PE	$72.23	Hydraulic Modeling	TECHNICAL DESIGN SUPPORT	Expert Engineer/ Scientist
Ignacio Lizama, PE	$77.01	Quality Team	PROJECT LEADERSHIP	Expert Engineer/ Scientist
Ernest Sturtz, PE	$80.02	Project Engineer	PUMP STATION DESIGN	Expert Engineer/ Scientist
Robert Gaudes, PE	$94.52	Odor Control	TECHNICAL DESIGN SUPPORT	Expert Engineer/ Scientist
Patrick Gallagher	$95.19	Procurement Specialist	PROJECT ADMINISTRATIVIE SUPPORT	Expert Engineer/ Scientist
Curtis Kiefer, PE	$80.74	Senior Engineer	PROCESS DESIGN	Expert Engineer/ Scientist
Dornelle Thomas, EI	$34.00	Project Engineer	PIPELINE	Non-Registered Professional Staff
Nicholas Maxin	$49.81	Scheduling	PROJECT ADMINISTRATIVE SUPPORT	Project Manager/ Professional Technical

CDM Smith

EMPLOYEE NAME	RAW LABOR RATE	POSITION	JOB RESPONSIBILITY	CATEGORY TITLE
Layla Llewelyn, PE	$51.34	Senior Engineer	PROCESS MECHANICAL	Project Manager/ Professional Technical
W. Scott Whitmore, PE	$46.44	Senior Engineer SCADA/I&C	PUMP STATION DESIGN	Project Manager/ Professional Technical
Paul Poullot, PE	$58.20	Mechanical Engineer	MECHANICAL ENGINEER	Project Manager/ Professional Technical
Spencer Perry, PE	$61.64	Electrical Engineer	ELECTRICAL ENGINEER	Project Manager/ Professional Technical
Thomas Nichols, PE	$60.31	Geotechnical Engineering	TECHNICAL DESIGN SUPPORT	Project Manager/ Professional Technical
David Ubert, PE	$63.83	Senior Engineer SCADA/I&C	INSTRUMENTATION	Project Manager/ Professional Technical
Dan Maher, PE	$54.84	Project Manager	PROJECT LEADERSHIP	Project Manager/ Professional Technical
Emilio Gacharich, PE	$54.08	Electrical Engineer	ELECTRICAL ENGINEER	Project Manager/ Professional Technical
Donna Friis, PE	$56.30	Project Engineer	STRUCTURAL ENGINEER	Project Manager/ Professional Technical
Clay Tappan, PE	$69.75	Project Engineer	PIPELINE DESIGN	Project Manager/ Professional Technical
Colin Hobbs, PhD, PE	$58.11	Senior Engineer	PROCESS DESIGN	Project Manager/ Professional Technical

CDM Smith

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

Very truly yours,

Ignacio L. Lizama
Associate
CDM Smith Inc.

ILL/ap

File: NAUMK.14358.LIZAMAIL

FRAGA ENGINEERS

September 23, 2015

Subject: **AGREEMENT NO. 01CDAM003**
Truth-In-Negotiation Certification

1. The hourly rates provided below are true and accurate as of September 23, 2015.

2. Professional Services provided by personnel in various projects are listed below along with raw hourly rate, position, job responsibility, and category title.

EMPLOYEE NAME	RAW LABOR RATE	POSITION	JOB RESPONSIBILITY	CATEGORY TITLE
Irene F. Fraga	$ 110	Principal	Mechanical Engineer	Senior Project Manager
Cristina Santa-Cruz	$ 75	Engineer	Electrical Engineer	Registered Engineer
Francisco Villegas	$ 40	Designer	Electrical Design	Non-Reg. Tech. Staff
Alfonso Zamora	$ 50	Designer	Mechanical engineer	Non-Reg. Tech. Staff
Zualett Majail	$ 45	Draftsperson	Drafting	CAD Technician
Amy Martinez	$ 28	Administrative Assistant	Clerical	Clerical/Doc. Control

3. Rates listed above are certified as reported by an authorized representative of Fraga Engineers, LLC.

Very truly yours,

Irene F. Fraga, PE
Principal
Fraga Engineers, LLC

135 SAN LORENZO AVENUE, SUITE 890 • CORAL GABLES, FL 33146
PH: 305-444-8210 • FAX: 305-444-5920

DESIGNING BEAUTIFUL PLACES

LLA LAURA LLERENA & ASSOCIATES

LANDSCAPE ARCHITECTURE

September 21, 2015

Subject: **AGREEMENT NO. 01CDAM003**
Truth-In-Negotiation Certification

1. The hourly rates provided below are true and accurate as of September 2015.
2. Professional Services provided by personnel in various projects are listed below along with raw hourly rate, position, job responsibility, and category title.

Personnel Classification	Raw Hourly Rate
Principal Landscape Architect	$48.00
Landscape Designer/Senior Project Manager	$30.00
CADD Technician	$24.00
Clerical/Administrative	$16.00

3. Rates listed above are certified as reported by an authorized representative of Laura Llerena & Associates, Inc.

Respectfully Submitted,
Laura Llerena & Associates, Inc.

Laura M. Llerena-Hernandez, RLA
President

LMLH:rsl

13170 SW 128th Street, Suite 207, Miami, FL 33186 • Tel: 305-256-1199 • Fax: 305-256-1155 • www.llerena-associates.com

ARCHITECTS INTERNATIONAL, INC.
CERTIFICATION NO. AAC000493 EB0005111
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN • CONSTRUCTION MANAGEMENT

September 18, 2015

MIAMI-DADE WATER AND SEWER DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH INC
Engineering Design Services for South Miami Heights Water Treatment Plant
Agreement No. 01CDAM003

Subject: **AGREEMENT NO. 01CDAM003**
Truth-In-Negotiation Certification

1. The hourly rates provided below are true and accurate as of September 18, 2015
2. Professional Services provided by personnel in various projects are listed below along with raw hourly rate, position, job responsibility, and category title.

EMPLOYEE NAME	RAW LABOR RATE	POSITION	JOB RESPONSIBILITY	CATEGORY TITLE
Juan A. Crespi, AIA	$79.33	Project Architect	Facilities Arch. Design	Senior Architect /Expert Architect
Juan Fernandez-Barquin, PE	$60.00	Project Engineer	Facilities Eng. Design	Senior Structures Engineer/Threshold
Alejandro Crespi	$46.42	Project Manager	Technical Design Support	Project Manager/ Professional Technical
Juan Montalvan, AIA	$36.81	Project Architect	Inspector	Senior Architect/Inspector

3. Rates listed above are certified as reported by an authorized representative of Architects International, Inc.

Very truly yours,

Juan A. Crespi, AIA
President
Architects International, Inc.

227 N.E. 26 Terrace, Miami, Fl 33137 - (305) 573-2052 - Fax (305) 576-5150 - email:marketing@archinternational.com

Nova Consulting

September 22, 2015

Sent electronically to LizamaIL@cdmsmith.com

Ignacio L. Lizama, P.E.
CDM Smith
800 Brickell Avenue, Ste. 500
Miami, FL 33131

RE: Truth-In Negotiation Certification
Contract Number: E01-WASD-01

Dear Mr. Lizama:

I hereby certify that the rates below are the actual records for the following employees effective September 22, 2015:

Employee Name	Title	Raw Hourly Rate
Aaron J. Pigna	Assistant Environmental Scientist	$18.03
Bingyong Liu	Assistant Engineer	$25.00
Francisco J. Bendana	Field Inspector	$17.00
Harold Aiken	Sr. Principal Engineer/Client Services Manager	$70.00
Hilario S. Sanchez	Assistant Engineer/Field Inspector	$22.50
Indira Brito	CAD Operator/Drafter	$18.00
Jesus Misas	Assistant Engineer	$28.22
Jonathan Pappas	Principal Engineer	$36.06
Jose A. Cordoves	Sr. Project Engineer/PM	$54.33
Jose A. Rovira	Field Inspector	$21.63
Juan A. Curiel	Design Consultant/PM	$48.08
Juan C. Prieto	Sr. Principal Engineer/Associate	$67.31
Lourdes Barbeito	Project Controls/IT Manager	$41.00
Luis Lopez-Blazquez	Principal Engineer	$68.00
Maria E. Diaz	Assistant Engineer	$22.84
Matthew L. Hickey	Assistant Engineer	$22.84
Maya Compton	Environmental Scientist	$25.96
Melina Idarraga	Assistant Engineer	$23.50
Michael T. Miller	Sr. Environmental Scientist	$38.46
Orlando Alfonso	Sr. Project Engineer/CAD Manager	$35.34
Rachel Ferradaz	Principal Engineer	$44.71
Ricardo A. Maristany	Project Manager	$45.67
Ronald Peekstock	Sr. Environmental Scientist	$75.00
Steven S. Eagle	Vice President	$70.00

Personnel assignments may vary subject to the scope and requirements associated with future task orders. Rates listed above are certified as reported to the Internal Revenue Service.

Should you have any questions, please contact me at 305-436-9200.

Very truly yours,

NOVA CONSULTING

Maria J. Molina

Maria J. Molina, P.E.
President

/adf

October 15, 2015

Subject: **AGREEMENT NO. 01CDAM003**
Truth-In-Negotiation Certification

1. The hourly rates provided below are true and accurate as of __October 15, 2015____.

2. Professional Services provided by personnel in various projects are listed below along with raw hourly rate, position, job responsibility, and category title.

EMPLOYEE NAME	RAW LABOR RATE	POSITION	JOB RESPONSIBILITY	CATEGORY TITLE
Albert Muniz	80.88	Vice President	Hydrogeology	Expert Engineer/ Scientist
Alexandra Westbrook	17.00	Technician	Support	Non-Registered Professional Staff
Alonso Griborio	61.78	Associate	Process	Expert Engineer/ Scientist
Antonio Torres	49.10	Principal Engineer	Mapping/Modeling	Expert Engineer/ Scientist
Brad Pickett	47.67	Senior Principal Engineer	Process	Expert Engineer/ Scientist
Brian Johnson	37.98	Senior Principal Engineer	Process	Expert Engineer/ Scientist
Christopher Kish	63.22	Senior Associate	Civil/Mechanical	Expert Engineer/ Scientist
David Hernandez	31.63	Assistant Engineer	Civil/Mechanical	Non-Registered Professional Staff
Dean Waldrop	39.13	Senior Principal Architect	Architectural	Expert Engineer/ Scientist
Diane McKinley	61.32	Associate	Civil/Mechanical	Expert Engineer/ Scientist
Elizabeth Waters	50.53	Associate	Mechanical	Expert Engineer/ Scientist
Enrique Vadiveloo	55.82	Associate	Process	Expert Engineer/ Scientist
Eric Antmann	28.85	Assistant Engineer	Instrumentation	Non-Registered Professional Staff
Ethan Heijn	64.23	Senior Associate	Environmental	Expert Engineer/ Scientist
Evan Curtis	60.05	Senior Associate	Instrumentation	Expert Engineer/ Scientist
Felipe Martinez	51.11	Associate	Civil/Mechanical	Expert Engineer/ Scientist

EMPLOYEE NAME	RAW LABOR RATE	POSITION	JOB RESPONSIBILITY	CATEGORY TITLE
Gary Bors	83.14	Vice President	Instrumentation	Expert Engineer/ Scientist
Gerald Ratasky	67.36	Senior Associate	Process	Expert Engineer/ Scientist
George Brown	65.67	Senior Associate	Civil/Mechanical	Expert Engineer/ Scientist
James Broad	57.01	Assistant Engineer	Electrical	Non-Registered Professional Staff
James Cowgill	80.72	Vice President	Project Management	Project Manager/ Professional Technical
Jayson Page	65.85	Vice President	Project Management	Project Manager/ Professional Technical
John Burke	66.88	Senior Associate	Electrical	Expert Engineer/ Scientist
John Hoffman	79.35	Senior Associate	Construction Oversight	Expert Engineer/ Scientist
Jorge Atoche	49.42	Associate	Process	Expert Engineer/ Scientist
Josenrique Cueto	38.37	Principal Engineer	Civil/Mechanical/Project Management	Project Manager/ Professional Technical
Kurt Pfeffer	75.88	Senior Associate	Process	Expert Engineer/ Scientist
Lucia Alvarez	32.69	Assistant Engineer	Environmental	Expert Engineer/ Scientist
Marcel Osorio	20.00	Technician	Construction Oversight	Non-Registered Professional Staff
Marta Alonso	47.86	Senior Principal Engineer	Permitting	Expert Engineer/ Scientist
Michael Lynch	46.39	Principal Engineer	Process	Expert Engineer/ Scientist
Michael Wengrenovich	63.86	Senior Associate	Hydrogeology	Expert Engineer/ Scientist
Monique Durand	45.10	Senior Principal Engineer	Civil/Mechanical	Expert Engineer/ Scientist
Mukesh Choundary	39.76	Assistant Engineer	Hydraulics	Non-Registered Professional Staff
Nelson Perez-Jacome	36.63	Assistant Engineer	Civil	Non-Registered Professional Staff
Orlando Castro	60.53	Associate	Structural	Expert Engineer/ Scientist
Patrick Davis	83.70	Vice President	Process	Expert Engineer/ Scientist
Paul Pitt	98.73	Vice President	Process	Expert Engineer/ Scientist

EMPLOYEE NAME	RAW LABOR RATE	POSITION	JOB RESPONSIBILITY	CATEGORY TITLE
Patricia Carney	73.63	Vice President	Process	Expert Engineer/ Scientist
Phillip Cooke	69.59	Senior Associate	Permitting	Expert Engineer/ Scientist
Robert Taylor	81.22	Vice President	Project Management	Project Manager/ Professional Technical
Ronald Andersen	58.65	Senior Principal Designer	CAD Support	Non-Registered Professional Staff
Ronald Latimer	66.92	Vice President	Process	Expert Engineer/ Scientist
Rosalyn Matthews	55.82	Associate	Process	Expert Engineer/ Scientist
Sean Zhang	65.27	Senior Associate	Modeling	Expert Engineer/ Scientist
Shajan Joykutty	76.56	Vice President	Structural	Expert Engineer/ Scientist
Taylor Bomarito	32.47	Assistant Engineer	Civil/Mechanical	Non-Registered Professional Staff
Terry Bocas	33.12	Senior Designer	CAD Support	Non-Registered Professional Staff
Tiezheng Wang	59.66	Senior Associate	Hydraulics	Expert Engineer/ Scientist
Xiaodong Tian	46.43	Senior Principal Engineer	Hydraulics	Expert Engineer/ Scientist

3. Rates listed above are certified as reported by an authorized representative of Hazen and Sawyer P.C.

Very truly yours,

Jayson J. Page
Vice President
Hazen and Sawyer, P.C.

ATTACHMENT 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: South Miami Heights Water Treatment Plant ("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 _____, 2015, by , who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

_____
Notary Public

_____ _____
Print Name Serial Number

TO BE COMPLETED UPON AWARD

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:

CDM Smith Inc. provides lasting and integrated solutions in water, environment, transportation, energy and facilities to our clients. As a full-service engineering and construction firm, we deliver exceptional client service, quality results and enduring value across the entire project life cycle. Our local team assess project requirements is formulating the right composition of professional staff and subcontractors needed to deliver on our assignments. Selection of subcontractors is based on our review and evaluation of past performance, capacity, service reliability, technical qualifications, staff availability and past quality of the work. CDM Smith values our long term relationship with the County and our subcontractors. We enjoy a solid track record of allocating meaningful work to subcontractors, many of which are local to Miami Dade County.

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

Signature of Authorized Representative: _____

Title: Associate Date: October 19, 2015

Proposer's Name: Ignacio L. Lizama

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent CDM Smith Inc. FEIN # 04-2473650

Project/Contract Number E01-WASD-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
CDM Smith Inc.	Employee Owned	South Miami Heights WTP									2540	1177	2960	147	259	291	12	38
800 Brickell Avenue, Suite 500																		
Miami, Florida 33131																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Ignacio L. Lizama	Associate	10/20/2015
	Print Name	Print Title	Date

SUB 100 Rev. 6/12

46

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent CDM SMITH INC. FEIN # 04-2473650

Project/Contract Number EOI-WASD-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Fraga Engineers 125 San Lorenzo Ave. Suite 880 Coral Gables, FL 33146	Irene F. Fraga, PE	12, 13, 17		1			1				3	3	1		5			

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent — IGNACIO L. LIZAMO, Print Name — ASSOCIATE, Print Title — 9/22/15, Date

SUB 100 Rev. 6/12

47

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent CDM Smith Inc. FEIN # 04-2473650

Project/Contract Number E01-WASD-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Laura Llerena & Associates, Inc	Laura M. Llerena-	Landscape	1	1			2				1	1	1		1			
13170 SW 128th Street, #207	Hernandez	Architectural																
Miami, Florida 33186		Services																

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

[X] Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent

Ignacio L. Lizama
Print Name

Associate
Print Title

9/23/2015
Date

SUB 100 Rev. 6/12

48

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent CDM Smith FEIN # 04-2473650

Project/Contract Number Contract # 01CDAM003

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Architects International Inc.	Juan A. Crespi, AIA LEED AP	Engineering Design Services	1				1				4	4	1		7			
227 NE 26th Terrace Miami,FL 33137		for South Miami Heights																
		Water Treatment Plant																

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
N/A																		

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Print Name	Print Title	Date
	Juan A. Crespi	President	9/22/2015
	IGNACIO LIZARDO	ASSOCIATES	9/22/15

SUB 100 Rev. 6/12

69

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent CDM SMITH INC. FEIN # 04-2473650

Project/Contract Number E01-WASD-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Nova Consulting	Maria J. Molina	Engineering		1			1				23	14	11	2	23	1		
10486 NW 31 Terrace																		
Miami, FL 33172																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Print Name	Print Title	Date
	Maria J. Molina, P.E	President	09/22/15
	IGNACIO LIZAMA	ASSOCIATE	9/23/15

SUB 106 Rev. 6/12

50

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent: CDM Smith Inc. FEIN # 04-2473650

Project/Contract Number E01-WASD-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Hazen and Sawyer, PC / 999 Ponce de Leon Boulevard, #1150 Coral Gables, FL 33134	Robert B. Taylor, Jr., Principal	PROFESSIONAL SERV.	65	7s	64	1	3	4			594	233	646	49	53	72	2	5

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native	Other
NONE																		

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Ignacio L. Lizama Print Name	Associate Print Title	10/15/15 Date

SUB 100 Rev. 6/12

5

Miami-Dade County
Internal Services Department
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.

Contract No.: E01-WASD-01 Federal Employer Identification Number (FEIN): 04-2473650

Contract Title: South Miami Heights Water Treatment Plant

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

Ignacio L. Lizama — Printed Name of Affiant
Associate — Printed Title of Affiant
Signature of Affiant

CDM Smith Inc. — Name of Firm
October 19, 2015 — Date

800 Brickell Ave., Suite 500, Miami — Address of Firm
Florida — State
33131 — Zip Code

Notary Public Information

Notary Public – State of FLORIDA County of MIAMI-DADE

Subscribed and sworn to (or affirmed) before me this 19 day of, October 20 15

by IGNACIO L. LIZAMA He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced

Signature of Notary Public
FF904128 — Serial Number

AMARIV PEREZ — Print or Stamp of Notary Public
7/28/19 — Expiration Date
Notary Public Seal

AMARIV PEREZ
MY COMMISSION # FF904128
EXPIRES July 28, 2019
(407) 398-0153 FloridaNotaryService.com

12/12/2012