Memorandum

MIAMI-DADE COUNTY

Date: December 6, 2016

Agenda Item No. 8(L)(7)

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

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for Environmental Cleanup, Compliance and Related Services - Project No. E14-RER-03; Contract No: E14-RER-03-AMEC, Amec Foster Wheeler Environment & Infrastructure, Inc.

Recommendation

It is recommended that the Board of County Commissioners (Board) award the attached Non-Exclusive Professional Services Agreement (PSA) that has been prepared by the Department of Regulatory and Economic Resources to Amec Foster Wheeler Environment & Infrastructure, Inc. The PSA is attached as Exhibit 1 to the resolution.

This is one (1) of five (5) E14-RER-03 PSAs that will provide the Department of Regulatory and Economic Resources with an environmental consultant, having diverse and specialized expertise, available to perform environmentally related tasks required of County departments.

Delegation of Authority

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

The County Mayor or the County Mayor's designee has the authority to extend the contract duration, with no increase in the contract amount for two (2) consecutive, one-year periods.

PROJECT NAME: Environmental Cleanup, Compliance and Related Services

PROJECT NO: E14-RER-03

CONTRACT NO: E14-RER-03-AMEC

PROJECT DESCRIPTION: The proposed scope of work includes:

A. Performing environmental assessment and/or rehabilitation and related tasks, including, but not limited to, drilling, surveying and mapping, and laboratory analytical services at Miami-Dade County owned or operated sites in accordance with Chapter 62-780 of the Florida Administrative Code (FAC), Chapter 24 of the Miami-Dade County, and all other applicable regulations.

B. Performing services related to the modification, repair, removal, replacement, installation, and/or abandonment of any underground or aboveground storage systems, and related tasks, necessary for the investigation, prevention or cleanup of contamination, in accordance with Chapters 62-761 and 62-762 FAC, Chapter 24 of the Miami-Dade County Code and all other applicable regulations.

C. Performing services as design professionals and duties related to construction management for environmentally related construction tasks related to A and B above.

D. Performing other related environmental work not identified above, necessary for investigation or prevention of potential or known contamination, for compliance with applicable regulations, protection of the environment and public health and cleanup of environmental contamination.

PROJECT LOCATION: Countywide

PRIMARY COMMISSION DISTRICT: Countywide

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E14-RER-03

USING DEPARTMENT: Multiple

MANAGING DEPARTMENT: Regulatory and Economic Resources

Fiscal Impact / Funding Source

FUNDING SOURCE: Various. The cost of services will be charged to the particular projects of the County departments requiring professional services. The user department will designate the funding source at the time the work order is issued. No work orders will be issued under the contract unless the user department identifies appropriate, budgeted funds. User departments may include, but not be limited to, Aviation; Water and Sewer; Public Housing and Community Development; Parks, Recreation and Open Spaces; Regulatory and Economic Resources; Solid Waste Management; and Transportation and Public Works.

OPERATIONS COST IMPACT/FUNDING: This contract is a work order driven PSA for environmental professional services for cleanup and compliance related tasks. The tasks to be performed are not predetermined, but will be authorized based on specific requests for services from various Miami-Dade County departments. Based on previous contract usage, the majority of tasks will be related to assessment/remediation of contamination, with no associated asset.

MAINTENANCE COST IMPACT/FUNDING: See above

LIFE EXPECTANCY OF ASSET: See above

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	10.05	ENVIRONMENTAL ENGINEERING – CONTAMINATION ASSESSMENT AND MONITORING
Prime	10.06	ENVIRONMENTAL ENGINEERING – REMEDIAL ACTION PLAN DESIGN
Prime	10.07	ENVIRONMENTAL ENGINEERING – REMEDIAL ACTION PLAN IMPLEMENTATION/OPERATION/MAINTENANCE
Prime	16.00	GENERAL CIVIL ENGINEER
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	15.01	SURVEYING AND MAPPING – LAND SURVEYING

SUSTAINABLE BUILDINGS ORD (I.O. NO. 8-8): Did the Notice to Professional Consultants contain specific language requiring compliance with the Sustainable Buildings Program? Not applicable.

The language in the Notice to Professional Consultants stipulates "If Applicable." This contract is not utilized for building construction, renovations or remodels.

NTPC'S DOWNLOADED: 96

PROPOSALS RECEIVED: Nine (9)

TOTAL CONTRACT PERIOD: 1,825 days and excludes warranty administration period.

CONTINGENCY PERIOD: 110 days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $15,000,000.00 Request to Advertise approved for a Base Estimate amount of $15,000,000.00. Five (5) PSAs will be

approved at $3,000,000.00 per agreement.

BASE CONTRACT AMOUNT:	$3,000,000.00	Plus a $300,000.00 contingency allowance, if necessary.

OPTION TO EXTEND:	**AMOUNT:**	**DAYS:**	**EXTENSION COMMENT:**
	$0.00	730	The County Mayor or designee has authority to extend the contract duration with no increase in the contract amount, for two (2) consecutive, one-year periods.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 CODE):	**TYPE:**	**PERCENT:**	**AMOUNT:**	**COMMENT:**
	PSA	10%	$300,000.00	The PSA will have a 10% ($300,000.00) contingency allowance.

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$3,300,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None. Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, and suspended vendors. There were no adverse findings relating to consultant responsibility. This information is being provided pursuant to Resolution No. R-187-12.

EXPLANATION: On June 5, 2015, a Notice to Professional Consultants was issued under full and open competition. A project briefing meeting was conducted on June 11, 2015 that was open to all interested parties.

At the First-Tier meeting on September 24, 2015, the Competitive Selection Committee ranked Amec Foster Wheeler Environment & Infrastructure, Inc. fifth of the nine (9) proposals submitted. The Competitive Selection Committee voted not to hold a second-tier meeting. On November 3, 2015, the Small Business Development Division of the Internal Services Department determined that the second ranked firm, Stearns, Conrad & Schmidt Consulting Engineers (SCS Engineers), did not meet the required seven (7) percent Small Business Enterprise Goods and Services (SBE-G&S) goal. Pursuant to Implementing Order (I.O.) 3-41, SCS Engineers was deemed non-compliant. Therefore, Amec Foster Wheeler Environment & Infrastructure, Inc.'s ranking was elevated from fifth to fourth. The memorandum of November 3, 2015 is included as an attachment to Exhibit 2 to the resolution.

Subsequently, the Negotiation Authorization memorandum was issued on November 17, 2015 and is attached as Exhibit 2. On January 22, 2016, the Negotiation Committee met with Amec Foster Wheeler Environment & Infrastructure, Inc. and concluded the negotiations.

On April 15, 2016, the County Attorney's Office determined that the Prequalification Certification and Technical Certification status of H.J.

	Ross Associates, Inc., the third ranked firm, became inactive and H.J. Ross Associates, Inc. was no longer eligible to be awarded a PSA. The memorandum of April 15, 2016 is attached as Exhibit 3. Therefore, Amec Foster Wheeler Environment & Infrastructure, Inc.'s ranking was elevated from fourth to third. This is the recommendation to award one (1) of five (5) contracts to Amec Foster Wheeler Environment & Infrastructure, Inc.
SUBMITTAL DATE:	July 27, 2015
ESTIMATED NOTICE TO PROCEED:	October 17, 2016
PRIME CONSULTANT:	Amec Foster Wheeler Environment & Infrastructure, Inc.
COMPANY PRINCIPAL:	Michael Nardone, PG
COMPANY QUALIFIERS:	Ricardo Fraxedas, Wendy Blondin, Eric Blomberg, Stephen Hanks. David Butcher, Jie Gao, Mark Frederick, Michael Phelps, Timothy Kelly, Walter Reigner, Armando Hernandez, Brian Hathaway, Luis Ponce
COMPANY EMAIL ADDRESS:	ricardo.fraxedas@amecfw.com
COMPANY ADDRESS:	5845 NW 158 Street, Miami Lakes, FL 33014
YEARS IN BUSINESS:	22
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report, as provided by the Internal Services Department, the contractor has received three (3) contracts with a total value of $2,188,908.28. No change orders were approved by the Board.
SUBCONSULTANTS:	Milian, Swain & Associates, Inc., Triangle Surveying & Mapping, Inc., JAEE Environmental Services, Inc., Engineered Environmental Solutions, Inc.
MINIMUM QUALIFICATIONS EXCEEDED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** Dec. 31, 2014 **SIGNOFF DATE:** Jan. 26, 2015
APPLICABLE WAGES (RESO. NO. R-54-10):	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**TYPE GOAL**	**ESTIMATED VALUE**	**COMMENT**
	SBE 0.00% Construction	$0.00	N/A
	SBE 7.00% Goods & Services	$0.00	A 7% SBE-G&S measure will apply to each of the five agreements.
	SBE 15.00% Architecture & Engineering	$495,000.00	A 15% SBE-A&E measure will apply to each of the five agreements.
	DBE 0.00%	$0.00	N/A
	CWP 0.00%	$0.00	N/A

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME/PHONE/EMAIL:	Julie Balogh	305-372-6813	balogj@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Julie Balogh	305-372-6813	balogj@miamidade.gov

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BUDGET APPROVAL FUNDS AVAILABLE: _____ 8/12/16
OMB DIRECTOR **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: _____ 8/11/16
COUNTY ATTORNEY **DATE**

_____ _____
DEPUTY MAYOR **DATE**

MEMORANDUM

(Revised)

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

DATE: December 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(7)

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. 8(L)(7)

12-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT TO AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR VARIOUS COUNTY DEPARTMENTS, PROJECT NO. E14-RER-03; IN AN AMOUNT NOT TO EXCEED $3,300,000.00 AND FOR A TERM OF THREE YEARS WITH TWO ONE-YEAR RENEWAL OPTIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, 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 the award of a Non-Exclusive Professional Services Agreement to Amec Foster Wheeler Environment & Infrastructure, Inc., for environmental cleanup, compliance and related services for various county departments, Project No. E14-RER-03; in an amount not to exceed $3,300,000.00 and for a term of three (3) years with two (2), one-year renewal options for a total term of up to five (5) years, substantially in the form attached hereto and made a part hereof, and authorizes the County Mayor or the County Mayor's designee to execute the agreement and to exercise the provisions 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
Joe A. Martinez	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2016. 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.

Hugo Benitez

EXHIBIT 1

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

FOR

ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES

FOR MIAMI-DADE COUNTY FACILITIES

PROJECT NO. E14-RER-03

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2016, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY"), and AMEC Foster Wheeler Environmental & Infrastructure, Inc. (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with **Environmental Cleanup, Compliance and Related Services for Miami-Dade County Facilities (ISD Project No. E14-RER-03).**

ARTICLE ONE
Responsibilities of the COUNTY

1.1 The Director of the Miami-Dade County Regulatory and Economic Resources (RER) or his authorized designee (hereinafter referred to as the "DIRECTOR"), will administer the E14-RER-03 Professional Services Agreements on behalf of the County Mayor or County Mayor's designee, the authorized designee of the COUNTY.

1.2 The DIRECTOR, upon receipt of request for services from the requesting Department's authorized representative (hereinafter referred to as the "USER DEPARTMENT"), will coordinate with and develop the scope of work in conjunction with the USER DEPARTMENT and shall represent the USER DEPARTMENT in communications and negotiations with the CONSULTANT.

1.3 The DIRECTOR shall issue written authorization to proceed to the CONSULTANT for each section of the Work to be performed at assigned sites and will be responsible for attempting to distribute the available work among the CONSULTANTS as equitably as possible, at his discretion. In case of emergency, as determined by the COUNTY, the DIRECTOR reserves the right to issue verbal authorization to the CONSULTANT with the understanding that a cost proposal shall be submitted by the CONSULTANT as soon as possible, under no circumstances to exceed 30 days from verbal authorization. The CONSULTANT shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the DIRECTOR for the purposes of this Agreement.

1.4 The COUNTY agrees to make available to the CONSULTANT any plans and other data available in the COUNTY records pertaining to the Work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be available to the CONSULTANT without guarantee regarding its reliability or accuracy; the CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the Work to be performed pursuant to this Agreement (the "Work").

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1.5 The DIRECTOR shall confer with the CONSULTANT before any work order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement. The DIRECTOR will schedule regular meetings as required with the CONSULTANT and provide guidance with respect to the required professional services.

1.6 When warranted, environmentally necessary construction may be conducted pursuant to Article 2.1 of this Agreement. The Director will be responsible for the use of Miscellaneous Construction Contracts to perform the construction of non-emergency projects or will competitively bid such projects among all qualified contractors utilizing an open, competitive bid process, as appropriate.

1.7 Pursuant to Administrative Order 3-39, the Director shall utilize Miami-Dade County's Equitable Distribution Program (EDP) for work orders within the monetary thresholds established for construction costs and study activities as stipulated in Florida Statutes 287.055 (2)(g), as appropriate.

ARTICLE TWO
Responsibilities of the CONSULTANT

2.1 The CONSULTANT shall provide environmental assessment, cleanup, compliance and related services on a work order basis which may include, but may not be limited to:

A. Performing environmental assessment or rehabilitation and related tasks, including drilling, surveying and mapping and laboratory analytical services, at Miami-Dade County owned or operated sites in accordance with Chapter 62-780 of the Florida Administrative Code (FAC), Chapter 24 of the Miami-Dade County Code, and all other applicable regulations and guidance documents.

B. Performing services related to the modification, repair, removal, replacement, installation or abandonment of any underground or aboveground storage systems, and any related tasks, necessary for investigation, prevention or cleanup of contamination, in accordance with Chapters 62-761 and 62-762 FAC, Chapter 24 of the Miami-Dade County Code, and other applicable regulations and guidance documents.

C. Performing services as design criteria professionals and performing duties related to construction management for environmentally necessary construction tasks related to A or B above.

D. Performing other related environmental work, not identified above, necessary for investigation or prevention of potential or known contamination, for compliance with applicable regulations, for protection of the environment and the public health and for cleanup of environmental contamination.

2.2 The CONSULTANT must accept or decline an assignment within two (2) working days of receipt of an assignment letter from the DIRECTOR.

2.3 The CONSULTANT shall communicate, coordinate and receive directives from the DIRECTOR and shall notify the DIRECTOR of any planned meetings or communications with the USER DEPARTMENT that may affect the scope of Work of a project prior to or

after issuance of a work order.

2.4 The CONSULTANT shall submit a detailed cost proposal upon the DIRECTOR's request, describing the scope of services to be performed with the supporting technical rationale and shall include a scaled, detailed site diagram as applicable, prior to the issuance of a work order. The CONSULTANT shall include in its cost proposals itemized costs for all labor, equipment and materials, the names of all subcontractors responsible for any portion of the Work, detailed subcontractor quotes itemizing all costs for labor, equipment and materials and timelines or timeframes for the commencement and completion of each phase of Work. In the event that the cost proposal is not submitted within two (2) weeks of the agreed upon timeframe, the DIRECTOR may, at his discretion, reassign the Work to another CONSULTANT.

2.5 Upon receipt of authorization to proceed from the DIRECTOR, the CONSULTANT agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable work order, the Miami-Dade County ISD Project No. E14-RER-03, Notice to Professional Consultants, and this Agreement.

2.6 The CONSULTANT shall provide notification to the DIRECTOR in the event that a specific timeframe contained in a work order is expected to be exceeded, at least three days prior to exceeding the timeframe. For timeframes or subtasks involving deliverable/activity due dates greater than 60 days, notification shall be provided to the DIRECTOR within 14 days of the deliverable/activity due date when the deliverable/activity is not expected to be completed within the specified timeframe.

2.7 The CONSULTANT agrees to perform the professional services authorized under this Agreement, in accordance with the required Technical Certification categories. When warranted, the CONSULTANT may subcontract services the CONSULTANT is otherwise required to perform, upon authorization by the DIRECTOR. If such services are architectural and/or engineering services, firms providing those services must hold technical certification and be pre-qualified with Miami-Dade County. In the event that the DIRECTOR deems the subcontracting of such services warranted and justifiable, the standard 10% markup for those subcontracted services shall not be forfeited by the CONSULTANT.

2.8 The CONSULTANT agrees to ensure the quality of the Work performed by the CONSULTANT and by all subcontractors and agrees to guarantee compliance of the Work with all applicable federal, state and local laws, regulations, standards and guidelines.

2.9 The CONSULTANT shall prepare and submit deliverables such as Site Assessment Reports, Natural Attenuation Monitoring Plans and Reports, Pilot Test Plans and Reports and Remedial Action Plans in accordance with applicable local and State regulations and guidance documents (Chapter 62-780, Florida Administrative Code (FAC) and Chapter 24, Code of Miami-Dade County). Copies of applicable regulations and guidance documents may be obtained via the internet either from the Florida Department of Environmental Protection's (FDEP) website (http://www.dep.state.fl.us/)

or RER's website (http://www.miamidade.gov/derm/home.asp). Two copies of deliverables shall be submitted to the DIRECTOR. In addition, editable electronic versions of deliverables shall be submitted in their original format (e.g., Word, Excel, AutoCAD, etc.).

Deliverables shall be signed and sealed, as applicable, based on scope, by the Florida Registered Professional Geologist or Engineer responsible for oversight of the activities necessary for and information included in the deliverables. The professional certification shall include a statement that applicable portions of the deliverable and associated work comply with standard professional practices, the applicable regulations and guidance documents and any other applicable laws and rules governing the profession. For deliverables pertaining to gas abatement systems, the professional engineer certification shall acknowledge experience in the design, construction, operation, and maintenance of these types of systems and it shall state that the design is protective and will mitigate all hazards associated with the gas buildup.

Deliverables as applicable shall include, but not be limited to, scaled site maps with graphical representation of the scale such as a vicinity map, site map, water table elevation and groundwater flow direction map(s) and separate maps by depth interval for soil and groundwater samples collected and analyzed, depicting the degree and extent of the contamination. Deliverables shall include sufficient tables necessary to adequately summarize all available data, including well construction details and separate tables by medium (soil, groundwater, surface water, sediment) that list all contaminants detected, their corresponding Cleanup Target Levels, Method Detection Limits, Practical Quantitation Limits, analyses performed and that summarize all available historical and current analytical results. Any sample results submitted or field activities for sampling that do not comply with Chapter 62-160, FAC, Quality Assurance Rule and FDEP's Standard Operating Procedures for Field Activities (DEP-SOP-001/01) dated March 1, 2014, as amended from time to time, shall be clearly identified and justification for variance from these procedures provided. Deliverables pertaining to the design of contamination remediation systems shall incorporate a cost effective analysis of alternatives to explain the selected remedial approach. These deliverables shall include supporting design calculations and technical and manufacturer specifications for the components of the treatment system. When applicable, design calculations, shall be supported by design or performance data, as provided by manufacturers and product suppliers.

Deliverables as applicable shall include data interpretation, discussion of results and conclusions and recommendations based on the data interpretation (such as Supplemental Site Assessment, No Further Action, No Further Action with Conditions, Monitoring of Natural Attenuation, Risk Assessment or Active Remediation). Graphical interpretations or empirical design calculations are required for the evaluation of pilot test data, as presented in Pilot Test Reports or Remedial Action Plans.

2.10 Within five (5) working days of receipt of any written notification from the DIRECTOR regarding the CONSULTANT's non-performance, the CONSULTANT shall provide a written response that clearly explains the issue(s) of concern and includes proposed actions to immediately remedy the situation and a plan to prevent any recurrence of a

similar issue. The DIRECTOR may reassign the Work to another CONSULTANT if the proposed action is deemed, at the discretion of the DIRECTOR, to be insufficient or may further recommend termination pursuant to Article Twelve of this Agreement.

2.11 In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

A. Maintain at all times an adequate staff of qualified personnel, assigned to perform the Work to ensure the timely submittal of cost proposals and completion of the work as specified in the applicable work order(s), for the duration of the contract.

B. Determine the most appropriate and cost effective course of action, in conjunction with the DIRECTOR, in addressing the particular objective.

C. Include any additional conditions which may be required by the DIRECTOR in the applicable cost proposals.

D. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the Work and notify the DIRECTOR in writing three (3) days prior to commencing site activities.

E. On a monthly basis or other frequency established by the DIRECTOR or stipulated in the applicable work order, submit for review and comments by the DIRECTOR status and invoicing reports of the Work's progress and maintain pertinent data, computations, calculations, file review notes, field notes, records, sketches, and other data and Work products open to the inspection of the COUNTY at any time. The right of inspection shall include the right to make copies.

F. Provide detailed explanations regarding invoices and related documents to the DIRECTOR upon request.

G. Submit for COUNTY approval the final Work products upon incorporation of any modifications requested by the DIRECTOR during any previous review.

H. Confer with the DIRECTOR at any time during the further assessment or remediation of any sites for which the CONSULTANT has provided prior assessment, remediation, or other services as to interpretation of data, plans and other documents, correction of errors or omissions and performance of any necessary additional Work.

I. The CONSULTANT shall not be compensated for the correction of errors or omissions related to the performance of field work or the associated reporting.

J. Provide to the DIRECTOR on a quarterly basis or upon modification, a certified payroll, as reported to the IRS, for all CONSULTANT employees performing Work under this Agreement which identifies the office location of each employee listed.

K. Throughout the term of this Agreement, maintain in accordance with generally accepted accounting principles and practices all records directly pertinent to the performance of Work under this Agreement. These records must be made available to the COUNTY upon request, and the COUNTY shall have the right to make copies of such records.

L. Maintain Technical Certification with the COUNTY in all categories initially required for participation in the selection process, throughout the duration of the contract.

M. Follow all applicable Occupational Safety and Health Administration (OSHA) regulations.

N. Provide for the transportation and disposal of recovered contaminants in a lawful manner. Any transporter of recovered contaminants must be properly licensed and maintain all permits required by federal, state and local laws, as applicable.

Additionally, the contaminant disposal facility must be approved by the DIRECTOR prior to disposal of the contaminants.

O. Not discriminate based on sex, race, creed or national origin with regard to obligations, Work and services performed under this Agreement. The CONSULTANT agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

P. Provide security and assume responsibility for all of its owned and leased equipment. All risk of loss for the CONSULTANT's owned and leased equipment shall be borne by the CONSULTANT.

ARTICLE THREE
Compensation

3.1 The maximum amount payable to the CONSULTANT for the aggregate of all fees and costs during the Agreement's effective term including all extensions under Article Four, shall not exceed $3,300,000 (this amount includes a Contingency Allowance of 10% of the base agreement amount). In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the $3,000,000 maximum compensation limit of the Agreement has been encumbered, the DIRECTOR shall have the right to authorize performance of the additional services provided the compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or $300,000. It is understood that any unspent portion of the contingency account is to remain with the COUNTY. NO GUARANTEE IS MADE THAT ANY AMOUNT SHALL IN FACT BE AUTHORIZED BY WORK ORDER FOR PAYMENT TO THE CONSULTANT.

3.2 The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees computed in accordance with one or a combination of the methods outlined below, as specifically defined and limited in the applicable work order:

A. The CONSULTANT shall be compensated for services rendered herein based on the hourly rates provided in Attachment A, taken from the April 22, 2012 Florida Department of Environmental Protection *Petroleum Cleanup Preapproval Program* (PREAPPROVAL) *Labor Rate Schedule* and *Labor Categories*, as amended, for the Management, Professional and Technical Occupational Groups only. For the Professional and Technical Occupational Groups, the CONSULTANT shall be compensated for the time of personnel engaged directly in the Work, at the rate provided in Attachment A, times a multiplier of 2.85. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the Work such as overhead, fringe benefits, general and administrative costs (clerical and accounting costs), operating margin and all other costs not covered by reimbursable expenses.

B. The CONSULTANT shall be compensated for the time of Middle and Lower Level Management engaged directly in the Work, at the rates provided in Attachment A, times the multiplier specified in 3.2A and shall at no time exceed 10% of the total Management and Professional labor hours, as defined in Attachment A, to perform the Work, except at the direction of the DIRECTOR, on a per task basis as warranted.

C. The CONSULTANT shall be compensated at the flat rate of $110 per hour for the time of the Principals engaged directly in the Work and shall not exceed 5% of the total Management and Professional labor hours, as defined in Attachment A, to perform the Work, except at the direction of the DIRECTOR. This flat rate shall not be subject to the negotiated multiplier and shall be applied to the authorized time spent by the following Principal(s) on a per task basis as warranted:

1. Ricardo Fraxedas
2. Jose R. Perez
3. Michael Nardone

D. Upon mutual agreement between the DIRECTOR and the CONSULTANT, the Principals identified above may be substituted, provided the total number of Principals does not exceed the number of Principals listed above.

E. When appropriate, as determined by the DIRECTOR, the CONSULTANT may be compensated for services rendered herein based on the June 1, 2012 PREAPPROVAL *Work Order Template* rates for field and office activities, except as outlined in Article 3.3B, E and F of this Agreement. The applicable portion of the FDEP *Work Order Template* is herein referred to as Attachment B.

F. The CONSULTANT shall be compensated for services constituting construction based on the hourly rates specified for applicable construction trades by the Miami-Dade County Ordinance No. 90-143 Wage and Benefit Schedule, in effect when this Agreement is executed, for construction projects estimated at greater than $100,000. The CONSULTANT shall be compensated for services constituting construction, based on the hourly rates of the PREAPPROVAL Labor Occupational Group provided in Attachment A, for construction Work estimated at less than $100,000 for the time of personnel engaged directly in the Work, times a multiplier not to exceed 2.85.

G. Overtime Work considered necessary and previously authorized by the DIRECTOR in writing shall be compensated at 1.5 times the labor rate normally paid to the employee, for personnel below the level of Management, as defined in Attachment A. Overtime is defined as Work in excess of 40 hours per week conducted on a specific project.

H. As mutually agreed by the DIRECTOR and the CONSULTANT and stated in the written work order, the fee requested for any specifically described portion of Work may be a lump sum amount or be based on time and materials, as appropriate. The CONSULTANT shall include a detailed cost breakdown in its proposal for either lump sum or time and materials projects. The COUNTY reserves the right to request a fee credit when a reduction in the scope of Work has occurred after issuance of a work order. The amount due of invoices submitted shall be calculated by using a schedule of values or payment milestones or applying the percentage of the total Work completed to date to the authorized lump sum, and subtracting any previous payments, as specified in the work order.

I. When warranted, environmentally necessary construction may be performed under this agreement. The DIRECTOR reserves the right to conduct a competitive process among the CONSULTANTS to determine which CONSULTANT may afford the best value to the COUNTY, and to contract with such CONSULTANT for that project at his discretion. The CONSULTANT shall participate in full compliance with any applicable

regulatory requirements.

3.3 The CONSULTANT shall be compensated for certain work-related expenses not covered by fees for professional services, provided such expenditures are previously authorized by the DIRECTOR. Reimbursable expenses may include, but not be limited to, the following:

A. A mark-up not to exceed ten percent (10%), as mutually agreed during negotiation of a work order, of the actual cost to the CONSULTANT of subconsultant, subcontractor and laboratory fees, for labor and services only. Rates and mark-ups for equipment, materials and supplies are addressed in Article 3.3B of this Agreement.

B. Equipment costs, excluding Per Diem, based on the PREAPPROVAL *Equipment Rental Rate Schedule* and *Template Equipment Kit Rate Schedule*, herein referred to as Attachment C, in effect when the Work is authorized (excluding templated scope of work). Additional or alternate equipment, material and supplies not included in Attachment C, which are approved by the DIRECTOR, may be eligible for payment at a negotiated, competitive and fair market price to be included in the applicable work order provided that the CONSULTANT provides the COUNTY with such proof as required by the COUNTY of the actual cost of the equipment or supplies to the CONSULTANT. In such case, a total mark-up not to exceed five percent (5%) of the actual cost of the purchase or rental of the additional or alternate equipment may be applied without further mark-up by the CONSULTANT or any subcontractor at any tier. Purchased equipment shall remain the property of the COUNTY upon Work completion.

C. The CONSULTANT may be compensated for time in connection with the preparation of a cost proposal and the review of all pertinent files and information, at the PREAPPROVAL compensation rate provided in Attachment B, as appropriate.

D. In the event that a Health and Safety Plan (HASP) is prepared, the CONSULTANT will be compensated at the PREAPPROVAL compensation rate provided in Attachment B. No additional compensation will be authorized for updates to HASPs unless a significant change in scope of work or site conditions has occurred.

E. Living and traveling expenses of employees and principals on authorized business, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business". For purposes of this Agreement, personnel are assumed to be residents of Miami-Dade County and travel would originate in Miami-Dade County. Costs associated with authorized and necessary vehicular travel within Miami-Dade, Broward and Palm Beach Counties will be reimbursed at a rate of $25 per day. No mark-up shall be allowed for vehicular expenses.
In the event that extenuating circumstances require the services of employees who reside outside of Miami-Dade, Broward or Palm Beach Counties, the DIRECTOR may, at his discretion, extend the payment of living and traveling expenses to such employees on authorized business, as limited by Miami-Dade County Administrative Order No. 6-1.

F. Laboratory, printing and reproduction costs will be reimbursed at the same or lower rates paid by the COUNTY to its vendors. No mark-up shall be allowed for printing, reproduction and mailing services. Printing and mailing costs for the CONSULTANT's coordination and other in-house uses will not be reimbursed.

G. Long distance telephone charges, as determined to be necessary and appropriate.

3.4 The CONSULTANT shall not be compensated for labor and other work-related costs and expenses which exceed the maximum authorized compensation amount of a work order and which were incurred without prior written or verbal authorization from the DIRECTOR. If, during the performance of authorized Work, it becomes apparent that the maximum authorized compensation of a particular work order will not be sufficient to cover the cost of the authorized Work, the CONSULTANT shall immediately notify the DIRECTOR, prior to exceeding the maximum authorized compensation, and submit a detailed estimate of anticipated additional costs. The DIRECTOR may, at his discretion, increase the maximum compensation amount of the work order or elect another course of action, including reassignment of the site to another CONSULTANT, if the anticipated additional costs submitted are deemed, at the discretion of the DIRECTOR, to be unacceptable. In the event of site reassignment, the original CONSULTANT will be compensated only for the completed portions of the authorized Work.

3.5 The CONSULTANT shall not be compensated for labor or other work-related costs or expenses that were not authorized in the work order, without prior written or verbal authorization from the DIRECTOR, even if such labor, costs or expenses do not exceed the maximum authorized compensation amount of the work order. If, during the performance of the authorized Work, it becomes apparent that the scope of work of a particular work order is no longer appropriate, the CONSULTANT shall immediately notify the DIRECTOR and submit a detailed description of the change in scope of work and an estimate of the resulting change in costs, prior to performing such work.

3.6 The CONSULTANT shall not substitute or add a subcontractor to a work order, and shall not be compensated for such substitution or addition, without prior written or verbal authorization from the DIRECTOR.

3.7 The CONSULTANT shall not be compensated for costs and expenses associated with the use of funds from Contingency or Allowance Accounts without prior written or verbal authorization from the DIRECTOR.

3.8 In accordance with Sec. 287.055(5)(a), Florida Statutes (1997), the CONSULTANT hereby certifies that wage rates and other factual unit costs and any cost(s) for equipment or supplies are accurate, complete and current as of the date of this Agreement, or of said negotiation, as applicable. It is further agreed that said compensation shall be adjusted to exclude any significant sums by which the COUNTY shall determine that such costs were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within three (3) years from the date of final billing or acceptance of the Work by the COUNTY, whichever is later.

3.9 The CONSULTANT shall prepare and submit invoices as detailed below:

A. Each invoice must reference the particular work order which authorized the services rendered, must contain a paragraph attesting to the veracity and correctness of the amount due and must be signed by the CONSULTANT's project manager.

B. Time and materials invoices must be fully itemized and accompanied by original receipts, timesheets, logs, allowance/contingency account approval letters, or other

documentation to support the invoiced amount, as necessary. Lump sum invoices may require the inclusion of all the aforementioned items except timesheets. Invoices that include requests for payment from either allowance or contingency accounts must indicate the amount due for basic services and the amount due from the allowance/contingency account. The cost of services must be calculated in accordance with Article Three of this Agreement. The amount due shall be the sum of the amounts due for all authorized Work performed to date pursuant to work order, less previous payments or retainage. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of invoices or related documents.

C. A final invoice must be submitted within thirty (30) days of completion and acceptance of Work performed pursuant to a work order, unless otherwise stipulated.

D. Concurrent to submission of an invoice to the USER DEPARTMENT, the CONSULTANT shall submit a copy to:

Regulatory and Economic Resources Department
Environmental Resources Management
Environmental Monitoring & Restoration Division
701 NW 1 Court, 4th Floor
Miami, Florida 33136
Attn.: Julie Balogh

ARTICLE FOUR
Effective Term of the AGREEMENT

4.1 This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Article Twelve hereof. The CONSULTANT shall be compensated in accordance with Article Three hereof for the performance of services which are specifically and properly authorized prior to the expiration date of this Agreement but which are completed after the Agreement's effective term.

4.2 This Agreement may be extended upon the same terms and conditions by mutual written consent of the parties for two (2) additional periods of one (1) year each with no additional increase in the maximum compensation limit. The County Mayor or County Mayor's designee has the authority to extend the contract duration. The maximum amount payable to the SERVICE PROVIDER for the aggregate of all services authorized shall not exceed $3,300,000.

ARTICLE FIVE
Indemnification

5.1 The CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or

resulting from the negligent performance of this Contract, recklessness or intentional wrongful misconduct by the CONSULTANT or its employees, agents, servants, partners, principals, or subcontractors. CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CONSULTANT expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

ARTICLE SIX
Insurance

6.1 The CONSULTANT shall not commence any Work pursuant to this Agreement until all insurance required under this Article has been obtained and such insurance has been approved by the COUNTY's Risk Management Division. The CONSULTANT shall maintain during the term of this Agreement and furnish to Regulatory and Economic Resources Department, Division of Environmental Resources Management, 701 NW 1 Ct., Suite 400, Miami, FL 33136, certificates of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440.

B. Commercial General Liability Insurance, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Under no circumstances is the CONSULTANT permitted on Miami-Dade County airport property, Airside Operation Area, without increasing automobile coverage to $5,000,000.

D. Professional Liability Insurance in the amount of $1,000,000.

E. Pollution Liability Insurance in the amount of $1,000,000.

6.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the COUNTY's Risk Management Division.

or,

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services.

6.3 Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Article or under any other portion of this Agreement. The CONSULTANT shall not commence any Work pursuant to this Agreement until all the required insurance coverages have been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

ARTICLE SEVEN
Performance and Payment Bond

7.1 Before commencing any construction Work authorized under this Agreement, the CONSULTANT shall execute, record in the public records of the COUNTY and deliver to the DIRECTOR a Public Construction Bond in the form provided in Sec. 255.05 of the Florida Statutes in an amount not less than the full amount of the Work Order for such project. The surety company providing the bond shall meet the requirements contained herein in Attachment D, Standard Bond requirements. The requirement that the CONSULTANT shall provide this bond is in addition to all other requirements of this Agreement pertaining to indemnification and insurance, and shall not be construed as a limitation on the extent of CONSULTANT's responsibility or liability pursuant to the indemnification and insurance provisions of this Agreement.

7.2 At the discretion of the DIRECTOR, and in accordance with Sec. 255.05(1)(a), Florida Statutes (1997), projects with construction costs estimated at less than $200,000 may be exempted from bonding requirements.

ARTICLE EIGHT
Professional Independence of the CONSULTANT

8.1 It is understood and agreed that the CONSULTANT is not an agent, employee or representative of the COUNTY, nor does it have authority to act on behalf of the COUNTY or any of its agencies. The CONSULTANT is, and shall remain, an independent professional with respect to all services performed under this Agreement. No partnership relationship between the COUNTY and the CONSULTANT is created or intended by this Agreement. No associate or employee of the CONSULTANT shall be deemed to be an employee of the COUNTY for any purpose whatsoever.

ARTICLE NINE
Assignment

9.1 This is an Agreement for unique professional services and the CONSULTANT's obligations hereunder are not assignable, except as and to the extent proposed by the CONSULTANT's submittal to the COUNTY during the selection process.

9.2 The CONSULTANT shall not otherwise assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this Agreement, or any interest in any portion of same, without the prior written consent of the COUNTY, pursuant to its policy on subcontractor substitution.

ARTICLE TEN
Retainage

10.1 The COUNTY reserves the right to establish the amount and application of retainage on a task assignment basis. A maximum of 10% from each payment to the CONSULTANT may be retained pending satisfactory completion of a task assignment and approval of all deliverables.

ARTICLE ELEVEN
Liquidated Damages

11.1 At the option of the COUNTY and unless otherwise agreed, Liquidated Damages will be assessed against the CONSULTANT due to Non-Excusable Delays for each day the Work exceeds specified deadlines and Liquidated Indirect Costs will be recoverable by the CONSULTANT due to Excusable Compensable Delays for each day the delay causes the Work to exceed specified deadlines. The above shall be determined and detailed in the work order.

ARTICLE TWELVE
Cancellation or Termination

12.1 It is expressly understood and agreed that the County Mayor or County Mayor's designee may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification from the County Mayor or County Mayor's designee in which event the COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Article Three, for those units or sections of Work previously authorized. Such payment shall be determined on the basis of the hours or percentage of Work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due.

12.2 In the event the CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare the CONSULTANT in default by ten (10) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services. If partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed at the time the DIRECTOR declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of this Article, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

ARTICLE THIRTEEN
Ordinances, Resolutions and Other Requirements

13.1 The CONSULTANT agrees to comply with the Miami-Dade County Code and all applicable County and State Ordinances, Resolutions and/or Regulations, including but not necessarily limited to the following items. The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the COUNTY that may become

effective before the execution by both parties of this Agreement. Copies of the Ordinances and Resolutions may be picked up at the Office of the Miami-Dade County Clerk of the Board.

(1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
(2) Ordinance No. 91-22, Certification Regarding Lobbying;
(3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118; modified by Resolution Nos. 1499-91 and R-183-00;
(4) Ordinance No. 92-15, Drug-Free Workplace;
(5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
(6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
(7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;
(8) Ordinance No. 94-34, Criminal Record Affidavit;
(9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
(10) Ordinance No. 97-215, Inspector General (IG);
(11) Ordinance No. 99-152, False Claims;
(12) Ordinance No. 99-162, Payments to County are not in arrears;
(13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
(14) Ordinance No. 07-65, Sustainable Building Program;
(15) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
(16) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
(17) Disability Nondiscrimination Affidavit (Resolution No. 385-95/Americans with Disabilities Act of 1990);
(18) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
(19) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
(20) Resolution No. 185-00, Domestic Violence Leave;
(21) Administrative Order 3-39, Architectural and Engineering Selection Process

13.2 The CONSULTANT 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 012241, Miami, FL 33101:
A. A source of income statement OR
B. A current certified financial statement OR
C. A copy of the CONSULTANT's current Federal Income Tax Return.

13.3 The CONSULTANT shall complete and submit the Vendor Affirmation Affidavit (Attachment E).

ARTICLE FOURTEEN
Affirmative Action and Contract Measures

14.1 Effective June 26, 2014, the Internal Services Department, Procurement Management Services Division, determined that the legislation governing the Affirmative Action Plan (AAP) **does not require registered and active vendors with Miami-Dade County to**

submit a written AAP. When submitting the vendor registration application to the Procurement Management Services Division, the vendor affirms their compliance with AAP legislation. Refer to Sec. 2-8.1.5 of the Miami-Dade County Code.

A written AAP may be required should the COUNTY receive any complaints of discrimination regarding the vendor.

The Vendor Assistance Unit, of the Internal Services Department, Procurement Management Division, is responsible for processing Vendor Registration applications. You may contact the Vendor Assistance Unit at (305) 375-5773 or visit their website at http://www.miamidade.gov/procurement/vendor-registration.asp.

14.2 In accordance with the Miami-Dade County ISD Project No. E14-RER-03 Notice to Professional Consultants, the CONSULTANT must comply with the fifteen percent (15%) Miami-Dade County Small Business Enterprise – Architecture & Engineering (SBE/AE) goal, as well as the seven percent (7%) Small Business Enterprise – Goods & Services (SBE/GS) goal established for this Agreement. Participating Small Business Enterprise (SBE) firms satisfying the established measures must be certified at the time of proposal submittal and must maintain their SBE certification throughout the duration of the agreement.

14.3 Pursuant to Miami-Dade County Ordinance, the CONSULTANT is required to submit Monthly Utilization Reports (MUR) to ISD, Small Business Development and RER/DERM, on or before the tenth (10^{th}) working day following the end of the month, specifying the amount of contract monies received from the COUNTY under this and all other County projects that have been paid by the CONSULTANT directly to all subcontractors, including certified Small Business Enterprise (SBE) firms, as defined in the County Code, that perform part of the Work. Authorized representatives of each subcontractor, including each certified SBE firm, shall sign the MUR(s) verifying the participation of the subcontracted firm on the Agreement and receipt of the monies listed. MURs are to be submitted to (1) the Division of Small Business Development, 111 NW 1 Street, 19^{th} Floor, Miami, FL 33128 and (2) RER/DERM, Environmental Monitoring and Restoration Division, 701 NW 1 Court, 4^{th} Floor, Miami, Florida 33136, Attention: Julie Balogh, in the format attached hereto as Attachment F titled "Architect & Engineering Utilization Report".

14.4 When applicable, and pursuant to Miami-Dade County Implementing Order 3-22, as amended, the CONSULTANT is required to comply with all provisions of the Small Business Enterprise – Construction (SBE/CONS) Program. Questions regarding the SBE/CONS Program should be directed to the Division of Small Business Development at (305) 375-3111.

ARTICLE FIFTEEN
Paragraph Headings

15.1 The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner, affect the scope, meaning or intent of the provisions of this Agreement. No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE SIXTEEN
Audit Rights

16.1 The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the Work included herein and for a period of three (3) years after completion of this Agreement. The CONSULTANT agrees to provide copies of any such records upon request by the COUNTY.

ARTICLE SEVENTEEN
Right of Decisions and Dispute Resolution

17.1 The DIRECTOR shall have the sole right to determine on which units or sections of the Work the CONSULTANT shall proceed and in what order. Any written work order(s) issued by the DIRECTOR shall cover in detail the scope, time for completion and maximum compensation for the services requested and authorized in connection with each unit or section of Work.

17.2 All services shall be performed by the CONSULTANT to the satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The DIRECTOR's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon all parties hereto unless such determination is clearly arbitrary or unreasonable.

17.3 In the event the CONSULTANT does not concur with the decisions of the DIRECTOR, the CONSULTANT shall present any such objections in writing to the County Mayor or County Mayor's designee. The DIRECTOR and the CONSULTANT shall abide by the decisions of the County Mayor or County Mayor's designee.

17.4 In the event the CONSULTANT and the COUNTY are unable to resolve their differences concerning any determination made by the DIRECTOR or any dispute or claim arising under or relating to this Agreement (referred to in this Section as a "Dispute"), either the CONSULTANT or the COUNTY may initiate a Dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

17.5 Any and all Disputes shall be decided by a judge selected from the panel of retired judges qualified to serve as hearing examiners pursuant to Section 2-8.4 of the Code of Miami-Dade County, governing bid protest procedures, or successor ordinance. The DIRECTOR shall select and appoint the judge upon timely request made under this Article.

17.6 As soon as practicable, the judge shall adopt a schedule for the CONSULTANT and the COUNTY to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the judge shall afford each party an opportunity to present a maximum of one hour of

argument. The judge may decide the Dispute on the basis of the affidavits and other written submissions if in his or her discretion there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Agreement and applicable law. As part of such decision, the judge shall determine the timeliness and sufficiency of each claim at issue. The judge shall have the authority to rule on questions of law, including Disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact.

17.7 In the event that the judge determines that the affidavits or other written submissions present issues of material fact, the judge shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he or she may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the judge in his or her reasonable discretion.

17.8 No formal discovery shall be allowed in connection with any proceeding under this Article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this Agreement shall remain in force and effect throughout the proceeding. The judge shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this Agreement shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact.

17.9 The judge shall issue a written decision within 15 working days after conclusion of any testimonial proceeding, and if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. The decision of the judge shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below.

17.10 If either party wishes to protest the decision of the judge, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the judge's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the judge's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

17.11 Pending final decision of a Dispute hereunder, the CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the DIRECTOR's interpretation.

17.12 The CONSULTANT shall share equally with the COUNTY in the total cost of the hearing. Total cost shall include the hearing room, the hearing examiner, court reporter appearance fees and transcript fees if required by the hearing examiner.

ARTICLE EIGHTEEN
Ownership of Documents and Information

18.1 All notes, correspondence, documents, 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 CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from County. The CONSULTANT 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 CONSULTANT in the performance of this Agreement.

ARTICLE NINETEEN
Agreement Open to Public

19.1 This Agreement, with its appendices, is a public record and is subject to public inspection under Chapter 286, Florida Statutes, popularly known as the "Government in the Sunshine Law". When the CONSULTANT advises the COUNTY in writing of the sensitive nature of information claimed to be proprietary, to the extent that Chapter 286, Florida Statutes, allows proprietary information to be withheld from public inspection, the COUNTY shall respect the sensitive nature of such proprietary information and not reveal such information only to the extent allowed by law.

ARTICLE TWENTY
Subcontracting

20.1 The CONSULTANT shall not subcontract any Work under this Agreement without the prior, written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for each separate specialty of the Work to be inserted in the pertinent documents or data. No assignment or transfer of Work will be allowed.

ARTICLE TWENTY-ONE
Warranty

21.1 The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or its COUNTY-approved 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 CONSULTANT also warrants that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or its COUNTY approved subconsultants, to accomplish the Work contemplated under the terms of this Agreement. For breach or violation of this

warranty, the County Manager shall have the right to cancel this Agreement without liability.

ARTICLE TWENTY-TWO
Notices

22.1 Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the DIRECTOR. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to:

Amec Foster Wheeler
5845 NW 158th Street
Miami Lakes, FL 33014

ARTICLE TWENTY-THREE
Miami-Dade County Inspector General
And Independent Private Sector Inspector General

23.1 The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any negligent, reckless or intentionally wrongful actions, errors or omissions of the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Sub consultants, the registered professionals (architects and/or engineers) under this Agreement.

23.2 According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (OIG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent 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 Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor shall in stating its agreed process 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 and all contract 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, contracts and transactions. In addition, the Inspector General 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 Inspector

General 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, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, 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, (bid/proposal) and contract 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 Contractor 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 contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

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

2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to 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 (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent 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 Trust; (j) professional service agreements under $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 Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award. The one-quarter (1/4) of one percent shall not apply to any work order where the funding source prohibits its application, and shall not apply to any work order issued under this contract for work to be performed for any facility owned or operated by the Miami-Dade County Aviation Department.

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

The attention of the CONSULTANT is hereby directed to the requirements of AO 3-20 and 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 CONSULTANT and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of CONSULTANT, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to CONSULTANT from an IPSIG, the CONSULTANT 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 CONSULTANT's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, 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.

ARTICLE TWENTY-FOUR
Prompt Payment

24.1 It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and

Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the COUNTY or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the COUNTY or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the COUNTY or the Public Health Trust.

ARTICLE TWENTY-FIVE
Performance Evaluations

25.1 Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

ARTICLE TWENTY-SIX
Sanctions for Contractual Violations

26.1 Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Sections 2-10.4.01 and 10-33.02 of the Miami-Dade County Code, the COUNTY may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

ARTICLE TWENTY-SEVEN
Entirety of Agreement

27.1 This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

27.2 No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

27.3 This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have executed these presents this _____ day of _____, 2016.

ATTEST:

HARVEY RUVIN

By: _____
Deputy Clerk

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
County Mayor

ATTEST:

(Corporate Seal)

By: (Signature) _____

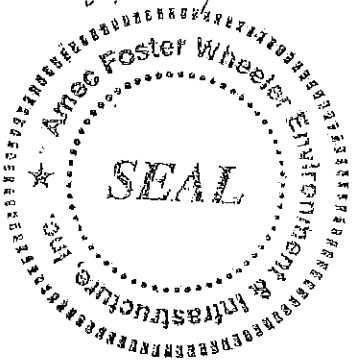
(Name) Michael Nardone

(Title) Senior Vice President

By: (Signature) _____

(Name) JOSE R. PEREZ

(Title) OFFICE MANAGER



ATTACHMENT A

Labor Rate Schedule

The listed "May 2012" rates were derived from the "February 2008" rate by increasing by 9.11% The listed "May 2012" rate is the maximum allowable rate. The other rates are for reference only. Personnel should be billed according to the appropriate classification for the task being performed even if actual personnel used belong to a different category. However, personnel cannot be billed to a classification for which they do not meet the minimum qualifications as described in the "Labor Categories" table. The burden for ensuring that personnel meet the minimum requirements is placed on the Contractor. Site Managers should not request documentation to support the Contractor's claims. Verification of qualifications will be a component of all audits performed under preapproval and cost recovery will be pursued if personnel have been billed to a category for which they do not meet the minimum qualifications. Please see the following pages for additional notes concerning this table.

Occupational Groups	Occupational Levels	Representative Occupational Titles	May 2012 Rate[8]	February 2008 Rate[7]	February 2007 Rate[6]	December 2005 Rate[5]	March 2004 Rate[4]	November 2002 Rate[3]	March 2000 Rate[2]	Original Survey (Med)
Manager	Upper Level	Principal[1]	56.63	51.90	50.43	48.50	46.20	44.00	42.93	39.55
	Middle Level	Project Manager	42.12	38.60	37.51	36.07	34.36	32.72	31.92	29.41
	Lower Level	Chief Engineer/Geologist/Scientist	39.79	36.47	35.44	34.08	32.46	30.91	30.16	27.78
Professional	Upper Level	Principal or Senior Engineer/Geologist/Scientist	39.56	36.26	35.23	33.88	32.27	30.73	29.98	27.62
	Middle Level	Associate Engineer/Geologist/Scientist	30.33	27.80	27.01	25.98	24.75	23.57	22.99	21.18
	Lower Level	Staff or Field Engineer/Geologist/Scientist	24.10	22.09	21.47	20.65	19.67	18.73	18.27	16.83
Technical	Upper Level	Foreman/Technician Supervisor/ Senior Technician	25.49	23.36	22.70	21.83	20.79	19.80	19.32	17.80
	Middle Level	Technician II or Eng/Geo/Sci Technician or Drafts Person II	19.24	17.63	17.13	16.47	15.69	14.94	14.58	13.43
	Lower Level	Technician I/ Drafts Person I	13.79	12.64	12.28	11.81	11.25	10.71	10.45	9.63
Secretarial / Clerical	Upper Level	Clerical Supervisor/ Administrative Assistant	18.72	17.16	16.67	16.03	15.27	14.54	14.19	13.07
	Middle Level	Secretary/ Typist (Word Processor)	15.65	14.34	13.93	13.40	12.76	12.15	11.85	10.92
	Lower Level	General Office Clerk	11.47	10.51	10.21	9.82	9.35	8.90	8.68	8.00
Labor	Upper Level	Operator III	17.90	16.41	15.95	15.34	14.61	13.91	13.57	12.50
	Middle Level	Operator II/ Laborer III	12.87	11.80	11.47	11.03	10.51	10.01	9.77	9.00
	Lower Level	Operator I/ Laborer II	10.03	9.19	8.93	8.59	8.18	7.79	7.60	7.00

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Labor Rate Schedule

Footnotes to "Labor Rates" Table:

[1] The rate for 'Principal' is provided for reference only. This category is not directly billable under preapproval.

[2] March 2000 Labor Rate Adjustments for the Petroleum Preapproval Program Maximum Compensation Schedule.

In order to avoid the necessity of having to perform routine surveys of labor rate information, the preapproval labor rates have been "aged" by applying the U.S. Department of Labor, Bureau of Labor Statistics (BLS), Employment Cost Index (ECI) to the survey data. The preapproval maximum compensation schedule labor rates are based upon a survey conducted in 1997 by the Florida Department of Labor and Employment Security, Bureau of Labor Market Information. These data reflect actual bare labor rates for the pay period that contained July 12, 1997. The method recommend by DLES to age our survey data is to determine the ECI for the survey period and divide it into the ECI for the current period. Using the data for September 1997 and December 1999 this yields the following adjustment to the labor rates:

Dec-99 ECI / Sep-97 ECI = 142.2 / 131.0 = 1.0855

Therefore the preapproval maximum compensation schedule median labor rates were increased by 8.55% to reflect the changes in labor rates. These revised rates were then used to recalculate the template amounts. This procedure can be repeated to further age the data as necessary. Note that the adjustment is calculated by dividing the ECI for the recent period by the ECI from 1997 and not by cumulatively incrementing the index by the percent change. Ordinarily this method is only used to age data for two years or less and has been shown to be acceptably accurate for that time period.

The ECI from September 1997 was used as the base index because the existing data are from early in the preceding quarter (July 12, 1997) and therefore the September index should capture the changes during the July-September quarter. The ECI is released quarterly about 6 weeks after the end of each quarter.

The ECI used was that for *wages and salaries* of *private industry* (Table 6 of the BLS news release for the ECI that can be found at http://www.bls.gov/ecthome.htm)

The ECI only reflects changes in the labor market and therefore should not be used to age any other type of rate data.

For more information regarding the ECI you can visit the U.S. Department of Labor, Bureau of Labor Statistics web site at www.bls.gov.

[3] November 2002 adjustments to the labor rates were performed by increasing the March 2000 rates by 2.5%

[4] March 2004 adjustments to the labor rates were performed by increasing the November 2002 rates by 5%

[5] December 2005 adjustments to the labor rates were performed by increasing the March 2004 rates by 4.98% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

[6] February 2007 adjustments to the labor rates were performed by increasing the December 2005 rates by 3.98% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

Labor Rate Schedule

[7] February 2008 adjustments to the labor rates were performed by increasing the February 2007 rates by 2.91% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

[8]May 2012 adjustments to the labor rates were performed by increasing the February 2008 rates by 9.11% based the change in the annual average U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

Additional Notes Regarding the "Labor Rates" Table:

The "Original Survey" wages listed are from the 1997 Environmental Services Occupational Wage Survey Report prepared by the Florida Department of Labor and Employment Security, Bureau of Labor Market Information in cooperation with the Florida Department of Environmental Protection. This report was produced from a voluntary statewide occupational wage survey and was conducted between July 1 and September 30, 1997. The survey was designed to obtain information for 28 occupations common to firms engaged in environmental services activities (see the "Labor Categories" table for a detailed listing of these occupations). These occupations were arranged by occupational groupings into upper, middle and lower level job categories based on job duties, skills, education, and experience levels. Questionnaires were mailed to 4,488 employers with five or more employees who were selected based on the Standard Industrial Classification (SIC) code assigned to these businesses. Responses were submitted by 403 employers.

The firms included in this survey were coded in the SIC major group 87 that covers engineering, accounting, research, management, and related services companies. The data presented here are for the Engineering and Architectural firms only (SIC codes 8711 and 8712, respectively) (Table 2a of the survey report). For a complete copy of the survey results, please contact the Florida Department of Environmental Protection, Petroleum Cleanup Section 1 at (850) 245-8863.

Labor Categories

his table contains the Occupational Groups, Occupational Titles, Position Definitions, Minimum Qualification and Typical Job Duties that were used in the 1997 Environmental Services ccupational Wage Survey and Report as performed by the Department of Labor and Employment Security, Bureau of Labor Market Information. Personnel that are to be billed according) a specified Occupational Group must meet the minimum qualifications for that group, regardless of occupational title. Personnel that do not meet the minimum qualifications for a ecified occupational group cannot be billed in that group, regardless of job title. The contractor is responsible for ensuring that their personnel are billed appropriately. Site Managers ould not request documentation to support the contractor's claims. The verification of qualifications will be an audit component and misrepresentation of qualifications or occupational roup will be considered cause for cost recovery. For a complete copy of the survey and report, please contact the Florida Department of Environmental Protection, Petroleum Cleanup ection 2 at (850) 245-8839.

DLES Occupational Groups	Occupational (Job) Titles	Position Definition	Minimum Qualifications	Typical Job Duties
Upper Level Management	Principal	A partner, officer, or senior executive of an organization whose duties and responsibilities are too diverse and general in nature to be classified.	1. A bachelor's degree from an accredited college or university. 2. Ten years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Negotiate and approve contracts and agreements on behalf of the organization. 2. Formulate and approve organizational policies and financial decisions on the behalf of the organization. 3. Control and coordinate organizational staffing, including hiring, transferring, and firing of personnel on behalf of the organization. 4. Perform a very limited amount (less than 10% of monthly time) of lower level management responsibilities.
Middle Level Management	Project Manager	A manager who plans, coordinates, and directs, usually through subordinate supervisory personnel, all the construction activities and matters of an organization or organization unit.	1. A bachelor's degree from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Oversee many or all of the projects and/ or scope of work of an organizational unit. 2. Prepare and approve project budgets, schedules, and financial obligations of an organization or organizational unit. 3. Approve vendor and subcontractor invoices for payment and the use of company equipment and personnel for project objectives. 4. Perform a limited amount (less than 20% of monthly time) of upper level professional and/ or upper level professional job responsibilities.
Lower Level Management	Chief Geologist/Engineer/Scientist	One who plans, coordinates, and directs, usually through subordinate supervisory personnel, all of the engineering \ geological and hydrogeological \ science related activities and matters of an organization or organizational unit.	1. A bachelor's degree from an accredited college or university. 2. Five years of professional experience, three of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Oversee many or all of the projects and/ or scope of work of an organizational unit. 2. Prepare and approve project budgets, schedules, and financial obligations of an organization or organizational unit. 3. Approve vendor and subcontractor invoices for payment and the use of company equipment and personnel for project objectives. 4. Perform a limited amount (less than 10% of monthly time) of middle level professional job responsibilities.

Labor Categories

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Professional	Principal Engineer/Geologist/Scientist	One who because of qualifications, experience, and testing is licensed by the State of Florida to represent themselves as an expert in this profession.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Serve as project scientific or engineering leader. 2. Assign, supervise and/ or oversee the work activities of other organizational personnel and /or subcontracts and vendors. 3. Review and approve scientific or engineering reports, documents, maps, plans, and/or drawings before submittal to the client and regulatory agencies. 4. Perform a limited amount (less than 20% of monthly time) of middle and lower level management and / or middle and lower level professional job responsibilities.
Upper Level Professional	Senior Engineer/Geologist/Scientist	One who performs a variety of engineering work in overseeing the design, construction and installation of structures, mechanical equipment, electrical equipment or chemical plants and systems.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Serve as project scientific or engineering leader. 2. Assign, supervise and/ or oversee the work activities of other organizational personnel and /or subcontracts and vendors. 3. Review and approve scientific or engineering reports, documents, maps, plans, and/or drawings before submittal to the client and regulatory agencies. 4. Perform a limited amount (less than 20% of monthly time) of middle and lower level management and / or middle and lower level professional job responsibilities.
Middle Level Professional	Associate Engineer/Geologist/Scientist	One who performs a variety of engineering work in planning, designing, manufacturing, and installing of equipment and systems or one who performs geological related activities, associated with an area of geological expertise.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Five years of professional experience, three of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Supervise and/or oversee technical and/or skilled labor personnel. 2. Tabulate and/or review field data, testing results, or other technical information for review and use by upper level professional personnel. 3. Prepare scientific or engineering reports, documents, maps, plans, and/or drawings for review and use by upper level personnel 4. Perform a limited amount (less than 20% of monthly time) of upper level professional and/or upper level technical responsibilities.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Lower Level Professional	Staff or Field Engineer/Geologist/Scientist	One who performs a variety of engineering \ geological related activities associated with their area of expertise, and whose responsibilities are usually assigned by an middle level professional.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Up to three years of professional experience which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Tabulate and/or review field data, testing results, or other technical information for review and use by upper level professional personnel. 2. Prepare scientific or engineering reports, documents, maps, plans, and/or drawings for review and use by upper \ middle level personnel.
Upper Level Technical	Foreman	An individual who supervises, oversees, and coordinates the activities of other nonprofessional staff concerned with the completion of construction projects.	1. An associate degree from an accredited college or university. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise middle technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.
Upper Level Technical	Technician Supervisor	A technician who supervises, oversees, and coordinates the activities of other nonprofessional staff concerned with the completion of projects.	1. An associate degree from an accredited college or university. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise middle technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Technical	Senior Technician	A technician who oversees and conducts various scientific tests and field investigations to obtain data and information for use and analysis by other project personnel.	1. An associate degree from an accredited college or university. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise middle technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.
Middle Level Technical	Technician II	A technician who performs routine labor tasks related to on-site installations, maintenance and repair of machinery and equipment.	1. A high school diploma . 2. More than three years of experience in their area of expertise. Completion of a two- year college level course of study may substitute for one year of experience.	1. Supervise lower technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.
Middle Level Technical	Engineer/Geologist/Scientist Technician	A technician who conducts tests and field investigations to obtain engineering \geological \scientific data for use by other project personnel.	1. A high school diploma . 2. More than three years of experience in their area of expertise. Completion of a two- year college level course of study may substitute for one year of experience.	1. Supervise lower technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Middle Level Technical	Drafts Person II	A technician who prepares working plans and detailed drawings from sketches and notes for engineering or scientific purposes. Includes both manual and computer assisted drafting.	1. A high school diploma . 2. More than three years of experience in their area of expertise. Completion of a two- year college level course of study may substitute for one year of experience.	1. Supervise lower technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.
Lower Level Technical	Technician I	A technician who assists in routine labor tasks related to on-site installations, maintenance and repair of machinery and equipment. Entry level position, under close supervision.	1. A high school diploma. 2. Up to three years of experience in their area of expertise. Completion of a two-year level course of study may substitute for one year of experience.	1. Assist and work under the direct supervision of middle level technical and / or professional level personnel. 2. Collect, record, and/or tabulate field data for review and use by upper /middle level technical and/ or professional level personnel. 3. Prepare technical documents, maps, plans, and/or drawings for use by upper / middle level technical and/or professional level personnel.
Lower Level Technical	Drafts Person I	A technician who performs entry to mid-level drafting, such as minor edits to existing working plans and drawings, for engineering or scientific purposes. Includes both manual and computer assisted drafting.	1. A high school diploma. 2. Up to three years of experience in their area of expertise. Completion of a two-year level course of study may substitute for one year of experience.	1. Assist and work under the direct supervision of middle level technical and / or professional level personnel. 2. Collect, record, and/or tabulate field data for review and use by upper /middle level technical and/ or professional level personnel. 3. Prepare technical documents, maps, plans, and/or drawings for use by upper / middle level technical and/or professional level personnel.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Secretarial / Clerical	Clerical Supervisor	A clerical worker who supervises, oversees, and coordinates the activities of secretarial and clerical support workers.	1. A high school diploma. 2. More than five years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise and / or oversee other secretarial and / or clerical personnel. 2. Assist or work under the direct supervision of management, professional, and / or upper level technical personnel. 3. Prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level secretarial and clerical job responsibilities.
Upper Level Secretarial / Clerical	Administrative Assistant	A clerical worker who assists managers and upper level professionals in coordination of personnel, budget preparation, and records maintenance.	1. A high school diploma. 2. More than five years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise and / or oversee other secretarial and / or clerical personnel. 2. Assist or work under the direct supervision of management, professional, and / or upper level technical personnel. 3. Prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level secretarial and clerical job responsibilities.
Middle Level Secretarial / Clerical	Secretary	A clerical worker who schedules appointments and travel, handles minor administrative duties, types routine correspondence, and performs other related duties.	1. A high school diploma. 2. More than three years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. May assist or work under the direct supervision of management, professional, upper level technical and / or upper level secretarial personnel. 2. May prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel and / or upper level secretarial personnel. 3. May perform a limited amount (less than 20% of monthly time) of lower level secretarial and clerical job responsibilities. 4. May operate office and / or data processing equipment.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Middle Level Secretarial / Clerical	Typist (Word Processor)	A clerical worker who types or word processes letters, reports, forms, or other straight copy material from rough drafts, corrected copies, or voice recordings.	1. A high school diploma. 2. More than three years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. May assist or work under the direct supervision of management, professional, upper level technical and / or upper level secretarial personnel. 2. May prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel and / or upper level secretarial personnel. 3. May perform a limited amount (less than 20% of monthly time) of lower level secretarial and clerical job responsibilities. 4. May operate office and / or data processing equipment.
Lower Level Secretarial / Clerical	General Office Clerk	A clerical worker who performs various and diverse office clerical functions to general to be classified.	1. A high school diploma. 2. Up to three years of work related experience. Completion of a two-year college level course of study may substitute for one year of experience.	1. May operate office and / or data processing equipment. 2. May maintain project files, documents, and / or correspondence. 3. May assist or work under the direct supervision of management, professional, upper level technical , upper level secretarial and / or upper level professional.
Upper Level Labor	Operator III	A tradesman who operates heavy construction equipment to excavate, move, or grade earth, erect structural or reinforcing steel, pour concrete, or lay asphalt pavement.	1. A high school diploma and / or licensed by the State of Florida in a skilled trade. 2. More than five years of experience in their trade or area of expertise. Completion of a two year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Supervise and / or oversee middle lower level labor personnel. 3. Implement plans and / or drawings that have been approved by professional personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level job responsibilities.
Upper Level Labor	Electrician	A tradesman who installs, maintains, and repairs electrical wiring, equipment, and fixtures. Ensures work is completed according to relevant codes.	1. A high school diploma and / or licensed by the State of Florida in a skilled trade. 2. More than five years of experience in their trade or area of expertise. Completion of a two year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Supervise and / or oversee middle lower level labor personnel. 3. Implement plans and / or drawings that have been approved by professional personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level job responsibilities.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Middle Level Labor	Operator II	A tradesman who operates light to heavy weight construction equipment such as front loaders and backhoes to excavate, move, or load earth, gravel, or similar materials.	1. A high school diploma. 2. More than three years of experience in their trade or area of expertise. Completion of a two-year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Assist and / or work under the direct supervision of upper level labor personnel. 3. Perform a limited amount (less than 20% of monthly time) of lower level job responsibilities. 4. Supervise and / or oversee lower level labor personnel.
Middle Level Labor	Laborer III	A worker who performs manual labor and /or may install, repair, and/or test field equipment , machinery, or materials.	1. A high school diploma. 2. More than three years of experience in their trade or area of expertise. Completion of a two-year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Assist and / or work under the direct supervision of upper level labor personnel. 3. Perform a limited amount (less than 20% of monthly time) of lower level job responsibilities. 4. Supervise and / or oversee lower level labor personnel.
Lower Level Labor	Operator I	A tradesman who operates light weight construction equipment such as front loaders and backhoes to excavate, move, or load earth, gravel, or similar materials.	1. No minimum education requirement. 2. Related work experience as required by employer.	1. Assist and / or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and / or clean-up work. 3. Operate hand tools, machinery and / or light equipment and / or light vehicles.
Lower Level Labor	Laborer II	A worker who performs manual labor and may operate hand tools, machinery and / or light equipment and / or light vehicles.	1. No minimum education requirement. 2. Related work experience as required by employer.	1. Assist and / or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and / or clean-up work. 3. Operate hand tools, machinery and / or light equipment and / or light vehicles.
Lower Level Labor	Laborer I	A worker who moves or carries materials or goods manually. Performs a variety of tasks involving the manual movement of objects, tools, or goods.	1. No minimum education requirement. 2. Related work experience as required by employer.	1. Assist and / or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and / or clean-up work. 3. Operate hand tools, machinery and / or light equipment and / or light vehicles.

ATTACHMENT B

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

First Event

Work Order #: 0
Facility Id #: 0
Contractor #: 00000
Date: 12/15/15

FDEP/LP Site Mgr: 0
Site Name: 0
Contractor Name: 0
FDEP Contract #: 0

Cost Share Information
FDEP Share: 100.00%
Applicant/Owner Share: 0.00%
Total: 100.00%

Work Description:

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section A: Packaged Work Scopes							
1 Pumping Test or Multi-phase Pilot Test (using in-house personnel)		$2,661.26		$0.00		$0.00	$0.00
2 Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)		$2,491.81		$0.00		$0.00	$0.00
3 Monthly O&M Visit		$929.04		$0.00		$0.00	$0.00
4 Monthly Telemetry Allowance (Non RAI)		$60.00		$0.00		$0.00	$0.00
5 RAI Monthly O&M Allowance - Small System		$3,029.90		$0.00		$0.00	$0.00
6 RAI Monthly O&M Allowance - Medium System		$3,550.80		$0.00		$0.00	$0.00
7 RAI Monthly O&M Allowance - Large System		$4,180.81		$0.00		$0.00	$0.00
8 RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$519.40		$0.00		$0.00	$0.00
		Section A Subtotals:		$0.00		$0.00	$0.00
Section B: Office Activities, Part I							
1 Proposal Preparation		$584.88		$0.00		$0.00	$0.00
2 File Review		$636.20		$0.00		$0.00	$0.00
3 Permits		$796.95		$0.00		$0.00	$0.00
4 Site Health & Safety Plan		$372.61		$0.00		$0.00	$0.00
5 Notice of Discovery of Contamination Package (Initial or TPOC)		$295.27		$0.00		$0.00	$0.00
		Section B Subtotals:		$0.00		$0.00	$0.00
Section C: Field Activities							
1 Mobilization (2 person)		$884.62		$0.00		$0.00	$0.00
2 Mobilization (1 person)		$494.33		$0.00		$0.00	$0.00
3 Drilling Setup (2 person)		$264.19		$0.00		$0.00	$0.00
4 Drilling Setup (1 person)		$160.79		$0.00		$0.00	$0.00
5 SB for Soil Screening or Piezometer Install (≤ 10 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
6 SB for Soil Screening or Piezometer Install (≤ 10 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
7 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (2 person)		$387.32		$0.00		$0.00	$0.00
8 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (1 person)		$232.23		$0.00		$0.00	$0.00
9 SB for Soil Screening or Piezometer Install (> 30 ft) (2 person)		$516.42		$0.00		$0.00	$0.00
10 SB for Soil Screening or Piezometer Install (> 30 ft) (1 person)		$309.64		$0.00		$0.00	$0.00
11 Well Install (≤ 20 ft) (2 person)		$528.38		$0.00		$0.00	$0.00
12 Well Install (≤ 20 ft) (1 person)		$321.59		$0.00		$0.00	$0.00
13 Well Install (> 20 ft to ≤ 40 ft) (2 person)		$792.56		$0.00		$0.00	$0.00
14 Well Install (> 20 ft to ≤ 40 ft) (1 person)		$482.38		$0.00		$0.00	$0.00
15 Well Install, double cased (≤ 40 ft) (2 person)		$1,585.13		$0.00		$0.00	$0.00
16 Well Install, double cased (≤ 40 ft) (1 person)		$964.76		$0.00		$0.00	$0.00
17 Recovery or Multi-Phase Well Install (≤ 40 ft) (2 person)		$1,040.08		$0.00		$0.00	$0.00
18 Recovery or Multi-Phase Well Install (≤ 40 ft) (1 person)		$626.51		$0.00		$0.00	$0.00
19 Air Sparging/Injection Well Install (≤ 40 ft) (2 person)		$390.03		$0.00		$0.00	$0.00
20 Air Sparging/Injection Well Install (≤ 40 ft) (1 person)		$234.94		$0.00		$0.00	$0.00
21 Soil VE Well Install (≤ 40 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
22 Soil VE Well Install (≤ 40 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
23 Well or Piezometer Abandonment (1 person)		$107.73		$0.00		$0.00	$0.00
24 Recovery or Multi-phase Well Abandonment (1 person)		$236.75		$0.00		$0.00	$0.00
25 Well Sampling with Water Level (2 person)		$263.77		$0.00		$0.00	$0.00
26 Well Sampling with Water Level (1 person)		$160.38		$0.00		$0.00	$0.00
27 Water Level or Free Product Gauging (1 person)		$24.39		$0.00		$0.00	$0.00
28 Free Product Gauging & Bailing (per well) (1 person)		$126.72		$0.00		$0.00	$0.00
29 Area Survey (2 person)		$1,056.75		$0.00		$0.00	$0.00
30 Area Survey (1 person)		$643.17		$0.00		$0.00	$0.00
31 Whole Day Oversight (1 or 2 person)		$975.73		$0.00		$0.00	$0.00
32 Oversight Kit (with equipment) (1 or 2 person)		$373.23		$0.00		$0.00	$0.00
33 Oversight Allowance (no equipment) (1 or 2 person)		$120.13		$0.00		$0.00	$0.00
34 Per Diem		$128.71		$0.00		$0.00	$0.00
		Section C Subtotals:		$0.00		$0.00	$0.00
Section D: Other Field Work							
1 Other Field Work				$0.00		$0.00	$0.00
2 Other Field Work				$0.00		$0.00	$0.00
		Section D Subtotals:		$0.00		$0.00	$0.00
Section E: Other Equip. Rental Cost(s)							
1 Other Equipment				$0.00		$0.00	$0.00
2 Other Equipment				$0.00		$0.00	$0.00
		Section E Subtotals:		$0.00		$0.00	$0.00

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Petroleum Cleanup Preapproval Program Work Order Template

First Event

Work Order #: 0 Facility Id #: 000000000 Site Name: 0 Date: 12/15/15

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)							
1 Laboratory				$0.00		$0.00	$0.00
2 Drilling				$0.00		$0.00	$0.00
3 Direct Push				$0.00		$0.00	$0.00
4 Construction				$0.00		$0.00	$0.00
5 Other				$0.00		$0.00	$0.00
		Section F Subtotals:		$0.00		$0.00	$0.00
Section G: Subcontractor Cost(s)	Sub Markup = 10.00%	Unit Cost			Do not include markup		
1 Laboratory (from worksheet)		$0.00		$0.00		$0.00	$0.00
2				$0.00		$0.00	$0.00
3				$0.00		$0.00	$0.00
4				$0.00		$0.00	$0.00
5				$0.00		$0.00	$0.00
6				$0.00		$0.00	$0.00
7				$0.00		$0.00	$0.00
8				$0.00		$0.00	$0.00
9				$0.00		$0.00	$0.00
10				$0.00		$0.00	$0.00
		Section G Subtotals:		$0.00		$0.00	$0.00
Section G1: Remedial System Purchase					Do not include markup		
1 Remedial System Costs				$0.00		$0.00	$0.00
2 PAC Remedial System Costs				$0.00		$0.00	$0.00
		Remedial System Subtotals:		$0.00		$0.00	$0.00
Section H: Office Activities, Part II	Field Work / x Multiplier				Field Work =	$0.00	
1 General / SA Report	Field Work Costs (Secs C & D) = $0.00 / 20%	$0.00		$0.00		$0.00	$0.00
2 Letter / NPDES Report		$308.00		$0.00		$0.00	$0.00
3 O&M Quarterly Report		$1,795.41		$0.00		$0.00	$0.00
4 O&M Annual Report		$3,312.95		$0.00		$0.00	$0.00
5 Pilot Test Plan		$796.67		$0.00		$0.00	$0.00
6 Pilot Test Report		$1,391.37		$0.00		$0.00	$0.00
7 Level 1 LSRAP or RAP Modification		$1,528.63		$0.00		$0.00	$0.00
8 Level 2 LSRAP or RAP Modification		$2,992.72		$0.00		$0.00	$0.00
9 Level 3 LSRAP or RAP Modification		$5,309.45		$0.00		$0.00	$0.00
10 Level 4 LSRAP or RAP Modification		$8,770.31		$0.00		$0.00	$0.00
11 Level 1 Remedial Action Plan		$13,171.60		$0.00		$0.00	$0.00
12 Level 2 Remedial Action Plan		$17,540.62		$0.00		$0.00	$0.00
13 As-built Drawings (P.E. red lined)		$674.13		$0.00		$0.00	$0.00
14 Construction Drawings and Specs		$3,707.61		$0.00		$0.00	$0.00
15 RAC Bid Package Solicitation/Evaluation		$2,091.24		$0.00		$0.00	$0.00
16 RA Startup Report		$2,604.07		$0.00		$0.00	$0.00
17 Soil Source Removal or Site Characterization Screening Report		$1,929.93		$0.00		$0.00	$0.00
18 Natural Attenuation Plan		$1,178.26		$0.00		$0.00	$0.00
19 Long Term Natural Attenuation Plan		$308.00		$0.00		$0.00	$0.00
20 Remedial Action Interim Report		$578.38		$0.00		$0.00	$0.00
21 General Remedial Action Report		$1,178.26		$0.00		$0.00	$0.00
22 NA or Post RA Monitoring Quarterly Report		$578.38		$0.00		$0.00	$0.00
23 NA or Post RA Monitoring Annual Report		$1,445.04		$0.00		$0.00	$0.00
24 Well Abandonment Report		$266.78		$0.00		$0.00	$0.00
25 Initial Map & Table Generation		$2,032.96		$0.00		$0.00	$0.00
26 Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
		Section H Subtotals:		$0.00		$0.00	$0.00

Deliverables

	Due Date	Deliverable / Documentation
Interim Deliverable		
Final Deliverable Information (Specify only if selected for this event)		
Deliverable #	0	
Deliverable Due	01/00/00	
Period of Service to:		

This Event Template Totals

	Original	Change	Total
Event Total:	$0.00	$0.00	$0.00
Subtotal (less retainage):	$0.00	$0.00	$0.00
Retainage: 10%	$0.00	$0.00	$0.00

Cumulative Work Order Totals (less Retainage)

Invoice	Previous	This Event	Total
# 1-6 Events	n/a	$0.00	$0.00
# 7 Remedial Systems	n/a	$0.00	$0.00
# 8 Final Deliverable	n/a	$0.00	$0.00
# 9 Retainage	n/a	$0.00	$0.00
Work Order Total		$0.00	$0.00

This Event Template Invoice Totals (less Retainage)

Invoice	Original	Change	Total
# 1 1st Event	$0.00	$0.00	$0.00
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$0.00	$0.00	$0.00
Event Template Total	$0.00	$0.00	$0.00

Template-060112-Standard.xlt

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Florida DEP- Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

DRILLING RATE SCHEDULE

Contractor Name: _____

Site Name & Location: _____ Date: _____ FAC ID#: _____

PROPOSED SCOPE OF WORK: _____

DRILLING	Unit	Unit Rate	Number of Units	Extended Price
Rig Type: Auger ____ Mud Rotary ____ Other ____				
Split Spoon Collection (continuous or 5' intervals) (can be used in conjunction with well installation) (includes decon)				
<50 foot boring depth	per foot	$10.79		$0.00
50 foot to 100 foot boring depth	per foot	$14.03		$0.00
>100 foot boring depth (Multiple quotes required)	per foot	NA		
Borehole Grouting				
4 - Inch borehole diameter	per foot	$6.56		$0.00
6 - Inch borehole diameter	per foot	$9.57		$0.00
8 - Inch borehole diameter	per foot	$12.51		$0.00
1" - 2" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	$25.37		$0.00
50 foot to 100 foot boring depth	per foot	$27.46		$0.00
>100 foot boring depth (Multiple quotes required)	per foot	NA		
4" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	$33.34		$0.00
50 foot to 100 foot boring depth	per foot	$35.67		$0.00
>100 foot boring depth (Multiple quotes required)	per foot	NA		
Recovery Well Diameter: 4" - 6"	per foot	$61.84		$0.00
Double Cased Wells				
6" Surface Casing	per foot	$40.10		$0.00
8" Surface Casing	per foot	$53.81		$0.00
Well Completion (Includes 30 minute development, bolt down MH w/ cover, concrete pad, locking well cap, and saw/jackhammer prep.)	per well	$188.22		$0.00
1"- 2" Well Abandonment (includes grouting)	per foot	$6.32		$0.00
3"- 4" Well Abandonment (includes grouting)	per foot	$8.94		$0.00
5"- 6" Well Abandonment (includes grouting)	per foot	$11.64		$0.00
2' x 2' Well Pad Removal and Patch	each	$88.68		$0.00
MISCELLANEOUS				
Mobilization	roundtrip	$560.78		$0.00
Per Diem	per person / per night	$128.71		$0.00
DOT Approved 55-gal Drum	each	$52.71		$0.00
Permits (Drilling or abandonment only) (only actual costs are accepted)	each (actual)			$0.00
Other (specify)				$0.00
Other (specify)				$0.00
Other (specify)				$0.00
Additional Development Time (Requires prior approval)	per hour	$138.84		$0.00
Additional Decontamination Time (Requires prior approval)	per hour	$134.69		$0.00
Standby/Delay/Difficult Access Time (Requires prior approval)	per hour	$198.94		$0.00
			TOTAL PRICE	$0.00

Days to Complete Scope of Work: _____ Project No.: _____

Subcontract Company Name: _____

Subcontract Mailing Address: _____

Signature and Title of Person Submitting Quote: _____ Date: _____

ATTACHMENT C

Florida DEP - Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

Equipment Rental Rate Schedule

The listed amount is the maximum allowable daily compensation. The maximum allowable weekly compensation is 4 times the daily amount. The maximum allowable monthly compensation is 3 times the weekly amount.

Item No.	Equipment	RATE
1.	Concrete Saw	49.02
2	Conductivity meter, pH meter and thermometer (set)	24.82
3.	Core Drill with 6" bit	125.02
4.	Data logger with transducers	164.73
5.	Dissolved oxygen meter	37.38
6.	Double ring infiltrometer	73.55
7.	Explosimeter	27.57
8.	FID (OVA)	131.75
9.	Gas Chromatograph (portable)	428.99
10.	Generator 5 kw	85.79
11.	Ground Penetrating Radar	980.55
12.	Hand Auger	11.04
13.	Metal Detector	25.24
14.	Oil/Water Interface Probe	41.99
15.	PID (HNu)	61.29
16.	PID (TIP)	56.54
17.	Portable drill rig	122.57
18.	Pressure Washer, gas powered	67.42
19.	Pumps (includes hoses up to 20' intake/50' discharge*):	
	a. Bladder combination	55.71
	b. *Centrifugal	28.19
	c. *Centrifugal, gas powered (1 1/2-inch)	37.48
	d. Hand	32.79
	e. Peristaltic	34.21
	f. *Submersible (2 inch)	70.47
	g. *Submersible (4 inch)	43.51
	h. *Trash (3-inch & 4-inch)	39.04
20.	Safety Equipment Level C: Polycoated Tyvek, cart. (GMC-H), Hayco booties, surgical gloves, nitral gloves, duct tape and full face respirator	114.61
21.	Safety Equipment Level D: Tyvek, Hayco booties, outer gloves and surgical gloves	42.89
22.	Safety Equipment, Modified Level D	14.10
23.	Soil Sampling devices	36.76
24.	Survey Equipment (set)	45.36
25.	Teflon Baller	7.35
26.	Turbidity Meter	36.76
27.	Water Level Indicator	12.86

Florida DEP - Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

Template Equipment Kit Rate Schedule

The listed "TOTAL" amount is the maximum allowable daily compensation. Other numbers are for reference only. The maximum allowable weekly compensation is four (4) times the daily amount. The maximum allowable monthly compensation is three (3) times the weekly amount.

	KIT	TOTAL	CONTENTS	USAGE	RATE
1.A.	Soil Assessment Kit (2 person)	630.65			
			FID		131.75
			Soil Sampling Devices[1]		36.76
			Hand auger		11.04
			Modified level D for 2 people		28.20
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 2 people)		257.42
1.B.	Soil Assessment Kit (1 person)	487.84			
			FID		131.75
			Soil Sampling Devices[1]		36.76
			Hand auger		11.04
			Modified level D for 1 person		14.10
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 1 person)		128.71
2.A.	Monitoring Well Installation Kit (2 person)	690.41			
			Survey equipment set		45.36
			Water level indicator		12.86
			FID		131.75
			Oil-water probe		41.99
			Teflon bailer		7.35
			Modified level D for 2 people		28.20
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 2 people)		257.42
2.B.	Monitoring Well Installation Kit (1 person)	547.60			
			Survey equipment set		45.36
			Water level indicator		12.86
			FID		131.75
			Oil-water probe		41.99
			Teflon bailer		7.35
			Modified level D for 1 person		14.10
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 1 person)		128.71
3.A	Hydrogeologic/Pumping Test Kit (2 person)	729.79			
			Water level indicator		12.86
			Modified level D for 2 people		28.20
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Pump		36.76
			Generator	75%	64.34
			Data logger with transducers		164.73
			Per diem (for 2 people)		257.42

Florida DEP - Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

Template Equipment Kit Rate Schedule

	KIT	TOTAL	CONTENTS	USAGE	RATE
3.B	**Hydrogeologic/Pumping Test Kit (1 person)**	586.98			
			Water level indicator		12.86
			Modified level D for 1 person		14.10
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Pump		36.76
			Generator	75%	64.34
			Data logger with transducers		164.73
			Per diem (for 1 person)		128.71
4.A.	**Groundwater Sampling Kit (2 person)**	686.23			
			Water level indicator		12.86
			Oil-water probe	50%	21.00
			Vehicle (w/fuel)		91.93
			Modified level D for 2 people		28.20
			Expendables		73.55
			Pump		36.76
			Generator	25%	21.45
			Conductivity meter, pH meter and thermometer (set)		24.82
			Dissolved Oxygen Meter		37.38
			Turbidity Meter		36.76
			Teflon bailers (6)/Tubing		44.10
			Per diem (for 2 people)		257.42
4.B.	**Groundwater Sampling Kit (1 person)**	543.42			
			Water level indicator		12.86
			Oil-water probe	50%	21.00
			Vehicle (w/fuel)		91.93
			Modified level D for 1 person		14.10
			Expendables		73.55
			Pump		36.76
			Generator	25%	21.45
			Conductivity meter, pH meter and thermometer (set)		24.82
			Dissolved Oxygen Meter		37.38
			Turbidity Meter		36.76
			Teflon bailers (6)/Tubing		44.10
			Per diem (for 1 person)		128.71
5.A.	**RA Construction Kit (2 person)**	484.04			
			FID	25%	32.94
			Vehicle (w/fuel)		91.93
			Modified level D for 2 people		28.20
			Expendables		73.55
			Per diem (for 2 people)		257.42
5.B.	**RA Construction Kit (1 person)**	341.23			
			FID	25%	32.94
			Vehicle (w/fuel)		91.93
			Modified level D for 1 person		14.10
			Expendables		73.55
			Per diem (for 1 person)		128.71

Template Equipment Kit Rate Schedule

	KIT	TOTAL	CONTENTS	USAGE	RATE
6.	**In-House RA Construction Kit** (for RAC & oversight – includes two vehicles, excludes per diem) **(up to 4 people)**	500.15			
			Mobile Shop Truck[2] or Truck & Mobile Shop Trailer[2] (w/fuel)		245.33
			Second Vehicle (w/fuel)		91.93
			FID	25%	32.94
			Modified level D for 4 people		56.40
			Expendables		73.55
7.A.	**Operation and Maintenance Kit (2 person)**	540.34			
			FID	50%	65.88
			Water level indicator		12.86
			Oil-water probe	25%	10.50
			Modified level D for 2 people		28.20
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 2 people)		257.42
7.B.	**Operation and Maintenance Kit (1 person)**	397.53			
			FID	50%	65.88
			Water level indicator		12.86
			Oil-water probe	25%	10.50
			Modified level D for 1 person		14.10
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 1 person)		128.71
8.	**Free Product Recovery Kit (1 person)**	376.02			
			Bailer (x2)		14.70
			Hand Auger		11.04
			Modified level D for 1 person		14.10
			Vehicle (w/fuel)		91.93
			Oil-water probe		41.99
			Expendables		73.55
			Per diem (for 1 person)		128.71
9.A.	**Piezometer or Remediation Well Installation Kit (2 person)**	648.74			
			Water level indicator		12.86
			FID		131.75
			Hand auger		11.04
			Oil-water probe		41.99
			Modified level D for 2 people		28.20
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 2 people)		257.42
9.B.	**Piezometer or Remediation Well Installation Kit (1 person)**	505.93			
			Water level indicator		12.86
			FID		131.75
			Hand auger		11.04
			Oil-water probe		41.99
			Modified level D for 1 person		14.10
			Vehicle (w/fuel)		91.93
			Expendables		73.55
			Per diem (for 1 person)		128.71

Florida DEP - Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

Template Equipment Kit Rate Schedule

	KIT	TOTAL	CONTENTS	USAGE	RATE
10.A.	**Oversight Kit (with equip.) (up to 2 people)**	373.23			
			FID		131.75
			Soil Sampling Devices[1]		36.76
			Hand auger		11.04
			Modified level D for 2 people		28.20
			Vehicle (w/fuel)		91.93
			Expendables		73.55
10.B.	**Oversight Allowance (no equip.) (up to 2 people)**	120.13			
			Modified level D for 2 people		28.20
			Vehicle (w/fuel)		91.93

[1] Soil Sampling Devices in kits 1.A, 1.B and 10.A represent a credit for soil samples taken but not sent to lab and does not duplicate devises that may be provided by the lab for actual samples analyzed per section 5.8.25 of the SOP.

Expendables

The items listed below are all included under the heading of "expendables" in the equipment kits. Although many of these items are not expendable in the sense that you use them once and then throw them away, these items are indicative of the numerous small and inexpensive items that are included in the kits as expendables. This list is provided as guidance as to the sorts of items that should be considered as covered by the expendable charge in the kit. Questions regarding specific items that are not listed should be directed to your site manager.

The list of frequently used expendables includes the following:

Absorbent pads
Alconox
Aluminum foil
Asphalt/concrete patching material
Bailer twine
Calibration gases & standards
Camera and film
Cleaning brushes
DI water
Drop cloths
Dry ice
Duct tape
Electrical engineers tool kit
Extension cords
Fire extinguishers
First aid kits
Flashlight
Fuel for light duty tools/equipment
Galvanized wash tubs
Garbage cans and bags
High pressure air line
Ice and vermiculite packing
LEL filters
Liquid hand soap
Liquinox soap
Nitrogen gas
Nitryl gloves
Paper towels
Particulate filter
pH paper
Pick axe
Plastic buckets
Plastic sheeting
Post hole digger
Pry bar
PVC fittings
Rake
Sample labels
Sample preservatives
Shovel
Soil sample jars
Spray paint
Sprayer bottles
Step ladder
Stainless steel buckets/bowls
Survey tape
Tedlar bags
Thermometer
Tool kit
Traffic cones
Transfer pipette
Tubing - plastic/Tygon/garden hose
Well caps/locks/ties (replacement)

[2]MOBILE SHOP/TRAILER

Below are the general contents of the Mobile Shop (Truck or Trailer). The items listed are not all inclusive, but do represent the minimum items included in the Mobile Shop category. When the In-House RAC Kit is used, the items listed below are not to be billed separately.

Florida DEP - Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

Template Equipment Kit Rate Schedule

Small Tools

Aux. Fuel Tank & Transfer Pump
Bull Float
Cement Finishing Kit
Chainsaw - Gas Powered
Chop Saw - Electric
Circular Saw - Electric
Drill – Electric or 18V - 1/2"
Electric Power Inverter - 3KW
Extension Ladder
Extension Cords - Heavy Duty
Framing Nailer
Fuel for Light Duty Tools/Equip
Grinder
Hammer Drill - Electric 1"
Heat Gun
LEL/Explosimeter
Reciprocating Saw - Electric
Right Angle Drill - Electric 1/2"
Ropes/Cables/Straps
Step Ladder
Survey Equipment
Wet/Dry Vac - Industrial

Large Tools

Air Compressor – Electric (w/hoses)
Cement Finisher
Cement Mixer
Compactor
Concrete/Metal Saw - Gas Powered (w/blades)
Generator – Small (5-10 KW)
Jackhammer
Pressure Washer - Gas Powered (w/hoses)
Trash Pump - Gas Powered (w/hoses)

ATTACHMENT D

STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Contractor to whom the Contract has been awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. IF Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

(b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond..

> "A claimant, except a laborer, who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.
>
> A claimant who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
>
> No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the Contractor maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands pf a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

ATTACHMENT E

Miami-Dade County

Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No.: _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

11.	*Required Listing of Subcontractors and Suppliers on County Contracts Certification* Section 10-34 of the County Code	12.	*Fair Subcontracting Policies Certification* Section 2-8.8 of the County Code
13.	*False Claims Ordinance* County Ordinance No. 99-152		

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

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

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

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

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7/21/08 AAE

ATTACHMENT F

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING
MONTHLY UTILIZATION REPORT

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

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

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

A.

REPORTING PERIOD		CONTRACT NAME			CONTRACT NO.		
FROM:		PROJECT LOCATION			START DATE		
TO:		USER DEPARTMENT					
SBE A&E MEASURE		DEPT. PROJ. MGR/CONTACT PERSON		PHONE		FACSIMILE	
SBE G&S MEASURE		CONTRACT AWARD DATE	AGREEMENT AMOUNT	CHANGE ORDER MODIFICATION AMOUNT		ADDITIONAL SERVICES AMOUNT	
NAME OF PRIME CONSULTANT							
ADDRESS		SCHEDULED COMPLETION DATE				PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE		FACSIMILE	EMAIL	PROJECT MANAGER (PRIME CONSULTANT)			
AMOUNT REQUISITIONED THIS PERIOD	$	DATE REQUISITIONED		DID LAST PMT EQUAL REQUISITION AMOUNT?		YES ☐ NO ☐	
TOTAL AMOUNT REQUISITIONED TO DATE	$						
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)	$	DATE OF LAST PMT BY MDC		IF NO PLEASE EXPLAIN			
TOTAL AMOUNT PAID BY MDC	$	WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?	YES ☐ NO ☐				

B. SUBCONSULTANT(s) DATA

NAME OF FIRMS	GOAL % (IF APPLICABLE)	MAKE-UP	DESCRIPTION OF WORK	SIGNED AGREEMENT Y/N	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. within 7 days of MDC payment to Prime? Y/N	AMT PAID TO DATE
				TOTALS:								

AUTHORIZED SIGNATURE OF PRIME CONSULTANT | DATE | PRINT NAME | TITLE | DATE

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING
MONTHLY UTILIZATION REPORT - FINAL ONLY

PART 2 This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 This part is to be executed by the Prime Consultant and forwarded to the User Department.

Sworn before me:

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____ This _____ day of _____ , 20____

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department at the time of Final Requisition to SBD.

AUTHORIZED SIGNATURE OF PROJ MGR/CONTACT PERSON _____ PRINT NAME _____ DATE _____

EXHIBIT 2

Memorandum

Date:	November 17, 2015
To:	Tara C. Smith, Director Internal Services Department
Through:	Miriam Singer, CPPO, Sr. Assistant Director Internal Services Department
From:	Julie B. Whiteside, A&E Consultant Selection Coordinator Chairperson, Competitive Selection Committee
Subject:	NEGOTIATION AUTHORIZATION Regulatory and Economic Resources Department Environmental Cleanup, Compliance and Related Services ISD Project No. E14-RER-03

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the above-referenced Internal Services Department (ISD) project following the guidelines published in the Notice to Professional Consultants (NTPC).

ISD Project No.: E14-RER-03

Project Title: Environmental Cleanup, Compliance and Related Services

Scope of Services Summary: The proposed scope of work includes:

A. Performing environmental assessment and/or rehabilitation and related tasks, including, but not limited to, drilling, surveying and mapping, and laboratory analytical services, at Miami-Dade County owned or operated sites in accordance with Chapter 62-780 of the Florida Administrative Code (FAC), Chapter 24 of the Miami-Dade County Code, and all other applicable regulations.

B. Performing services related to the modification, repair, removal, replacement, installation, and/or abandonment of any underground or aboveground storage systems, and related tasks, necessary for the investigation, prevention, or cleanup of contamination, in accordance with Chapters 62-761 and 62-762 FAC, Chapter 24 of the Miami-Dade County Code, and all other applicable regulations.

C. Performing services as design professional and duties related to construction management for environmentally related construction tasks related to A and B above.

D. Performing other related environmental work, not identified above, necessary for investigation or prevention of potential or known contamination, for compliance with applicable regulations, protection of the environment and public health, and for cleanup of environmental contamination.

Participation Restrictions: None

Minimum Experience and Qualifications: None

Term of Contract and Estimated Cost: Five (5) consultants/teams of firms will be retained under non-exclusive Professional Services Agreements (PSA), each for an effective term of three (3) years. The County Mayor or County Mayor's designee has the authority to extend the contract duration with no increase in the contract amount, for two (2) consecutive, one (1) year periods. The base contract amount, exclusive of contingencies, is $3,000,000, per PSA.

The cost of services will be charged to the particular projects of the various County Departments requiring professional services. The Department requesting services for the specific project will establish the funding source at the time the work order is issued. No work order will be issued under the contract unless the specific County Department identifies appropriate budgeted funds. County Departments may include, but not be limited to, Aviation, Water and Sewer, Public Housing and Community Development, Parks, Recreation and Open Spaces, Regulatory and Economic Resources, Public Works and Waste Management, and Transit.

Community Business Enterprise Goal/Measure: On January 26, 2015, Small Business Development (SBD), Internal Services Department (ISD), established a 15.00% SBE Goal – A&E and 7.00% SBE Goal – G&S for this solicitation.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): May 21, 2015

Revision No. 1 to the RTA Stamped by the COB: June 22, 2015

Number of Proposals Received: Nine (9)

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

First Tier Results: See attached First Tier Tabulation Sheet.

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

Compliance: On November 3, 2015, Small Business Development (SBD) determined that the second ranked firm, Stearns, Conrad & Schmidt Consulting Engineers (SCS Engineers), did not meet the required 7.00% SBD Goal for Goods & Services (G&S). Pursuant to Implementing Order (I.O.) 3-41, SCS Engineers was deemed Non-Compliant (see attached Compliance Memorandum). Therefore, the sixth-ranked firm Cherokee Enterprises, Inc., was elevated into the top five (5) ranked firms.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating five (5) non-exclusive PSAs for this solicitation with the top five (5) ranked firms:

Julie B. Whiteside, A&E Consultant Selection Coordinator, ISD, Non-Voting Chairperson
Julie Balogh, Manager, Regulatory and Economic Resources Department
Wilbur Mayorga, Chief, Pollution Control Dvn., Regulatory and Economic Resources Department
Lee Casey, Chief, Technical Services & Environmental Affairs, Public Works and Waste Management Department

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

TOTAL ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
FIVE AGREEMENTS WITH A
15% SBE GOAL A/E; 7.00% SBE GOAL G&S (EACH CONTRACT)

ARCADIS US, Inc.
Adjusted Qualitative Points – 266
Ordinal Score – 4
Final Ranking – 1

AECOM Technical Services, Inc.
Adjusted Qualitative Points – 244
Ordinal Score – 11
Final Ranking – 2

H.J. Ross Associates, Inc.
Adjusted Qualitative Points – 250
Ordinal Score – 13
Final Ranking – 3

AMEC Foster Wheeler Environmental & Infrastructure, Inc.
Adjusted Qualitative Points – 248
Ordinal Score – 13
Final Ranking – 4

Cherokee Enterprises, Inc.
Adjusted Qualitative Points – 251
Ordinal Score – 15
Final Ranking – 5

The following teams will serve as the alternates:

CB&I Environmental & Infrastructure, Inc.
Adjusted Qualitative Points – 233
Ordinal Score – 21
Final Ranking – 6

Handex Consulting and Remediation Southeast, LLC
Adjusted Qualitative Points – 233
Ordinal Score – 23
Final Ranking – 7

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

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

If approved, the Negotiation Committee is to proceed with the contract negotiations in accordance with Section 2-10.4 (6) of the Code of Miami-Dade County, and submit the signed contracts ready to be presented to the Board of County Commissioners for final approval no later than sixty (60) days from the date of this memorandum. Should negotiations fail with the first or second ranked firms, approval is requested by way of this memorandum to initiate negotiations with the alternate firm.

If a satisfactory agreement cannot be reached within the sixty (60) day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contracts and report should be sent to the Internal Services Department, A&E Unit.

Approved:

Tara C. Smith
Director, Internal Services

12/3/15
Date

Attachments:
1. List of Respondents
2. First Tier Tabulation Sheet
3. Compliance Memorandum

cc: Jack Osterholt, Deputy Mayor, Regulatory and Economic Resources Department Director
Competitive Selection Committee
Clerk of the Board of County Commissioners

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES
OCI Project No.: E14-RER-03
Measures: 7% SBE (G&S); 15% SBE (A&E)
Number of Agreements: 5
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/27/2015

Submittal No: 1
Prime Name: AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 911641772

Subs Name	Trade Name	Subs FEIN No.
a. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
b. TRIANGLE SURVEYING & MAPPING, INC.		202254156
c. JAEE ENVIRONMENTAL SERVICES, INC.		650289079
d. ENGINEERED ENVIRONMENTAL SOLUTIONS, INC.		650639901

Submittal No: 2
Prime Name: HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC
Trade Name:
Prime Local Preference: Yes
FEIN No.: 203908156

Subs Name	Trade Name	Subs FEIN No.
a. NOVA ENGINEERING AND ENVIRONMENTAL LLC		260347209
b. J BONFILL AND ASSOCIATES INC.		650133546
c. MARLIN ENGINEERING, INC.		650279601
d. RADISE INTERNATIONAL, L.C.		650785837
e. PACE ANALYTICAL SERVICES, INC.		411821617
f. JUPITER ENVIRONMENTAL LABORATORIES, INC.		650618441
g. ENVIRO - DRILL, INC.		201010981
h. E.T.D., INC. D/B/A EARTH TECH DRILLING		043643895
i. CLARK ENVIRONMENTAL, INC.		593061371
j. MC DIRT MOVERS, INC.		650991448
k. FLORIDA CONSTRUCTION TRANSPORT, INC		651143941

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E14-RER-03
Measures: 7% SBE (G&S); 15% SBE (A&E)
Number of Agreements: 6
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/27/2015

Submittal No: 3 — Prime Local Preference: Yes
Prime Name: STEARNS CONRAD & SCHMIDT CONSULTING — FEIN No.: 540913440
Trade Name: SCS ENGINEERS

Subs Name	Trade Name	Subs FEIN No.
a. HP CONSULTANTS INC.		270014034
b. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
c. ENVIRONMENTAL MANAGEMENT CONSERVATION OIL CORP.	E. M. C. OIL CO.	592750234
d. JAEE ENVIRONMENTAL SERVICES, INC.		650289079
e. TESTAMERICA LABORATORIES, INC.	SEVERN TRENT LABORATORIES, INC.	232919996
f. PACE ANALYTICAL SERVICES, INC.		411821617

Submittal No: 4 — Prime Local Preference: Yes
Prime Name: LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC — FEIN No.: 223167382
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. NORTH STAR GROUP, INC.		651042907
b. BND ENGINEERS, INC.		650421519
c. RADISE INTERNATIONAL, L.C.		650785837
d. E.T.D., INC. D/B/A EARTH TECH DRILLING		043643895
e. ENGINEERED ENVIRONMENTAL SOLUTIONS, INC.		650539901
f. PACE ANALYTICAL SERVICES, INC.		411821617
g. WORLD PETROLEUM CORP.		043683871
h. MCO ENVIRONMENTAL INC.		650071156

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E14-RER-03
Measures: 7% SBE (G&S); 15% SBE (A&E)
Number of Agreements: 5
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/27/2015

Submittal No: 5
Prime Name: H.J. ROSS ASSOCIATES, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650163389

Subs Name	Trade Name	Subs FEIN No.
a. BUREAU VERITAS NORTH AMERICA, INC.	INTERCOUNTY LABORATORIES - USL, INC.	061689244
b. CES CONSULTANTS, INC.		650792884
c. AVINO & ASSOCIATES, INC.		650053775
d. GCME, INC.		651140436
e. MCO ENVIRONMENTAL INC.		650071155
f. ACCUTEST LABORATORIES SOUTHEAST, INC.		593260592

Submittal No: 6
Prime Name: ARCADIS U.S., INC.
Trade Name: ARCADIS G&M, INC.
Prime Local Preference: Yes
FEIN No.: 570373224

Subs Name	Trade Name	Subs FEIN No.
a. R.J. BEHAR & COMPANY, INC.		650964070
b. J BONFILL AND ASSOCIATES INC.		650133546
c. SMART-SCIENCES, INC.		462397336
d. NUTTING ENGINEERS OF FLORIDA INC		591159182
e. ENGINEERED ENVIRONMENTAL SOLUTIONS, INC.		650639901
f. PACE ANALYTICAL SERVICES, INC.		411821617

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E14-RER-03
Measures: 7% SBE (G&S); 15% SBE (A&E)
Number of Agreements: 5
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/27/2015

Submittal No: 7
Prime Name: CHEROKEE ENTERPRISES, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650891158

Subs Name	Trade Name	Subs FEIN No.
a. TERRA CIVIL ENGINEERING, LLC		205556242
b. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
c. E SCIENCES, INCORPORATED		593667002
d. TRIANGLE SURVEYING & MAPPING, INC.		202254156
e. PACE ANALYTICAL SERVICES, INC.		411821617
f. ECO SOLUTION GROUP, LLC		352405933

Submittal No: 8
Prime Name: CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. DBA SHAW ENVIRONMENTAL, INC.
Trade Name: IT CORPORATION (ITC)
Prime Local Preference: Yes
FEIN No.: 770589932

Subs Name	Trade Name	Subs FEIN No.
a. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
b. HP CONSULTANTS INC.		270014034
c. CES CONSULTANTS, INC.		650792884
d. ECO SOLUTION GROUP, LLC		352405933
e. FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.	FLORIDA ENVIRONMENTAL	203973182
f. E.T.D., INC. D/B/A EARTH TECH DRILLING		043643895

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E14-RER-03
Measures: 7% SBE (G&S); 15% SBE (A&E)
Number of Agreements: 5
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/27/2015

Submittal No: 9 Prime Local Preference: Yes
Prime Name: AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC. FEIN No.: 952661922
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. URS CORPORATION SOUTHERN	GREINER SOUTHERN, INC.	592087895
b. ROBAYNA AND ASSOCIATES, INC.		592119073
c. HP CONSULTANTS INC.		270014034
d. BISCAYNE ENGINEERING COMPANY, INC.		590165220
e. MCO ENVIRONMENTAL INC.		650071155
f. ENGINEERED ENVIRONMENTAL SOLUTIONS, INC.		650539901
g. RAIDER ENVIRONMENTAL SERVICES, INC.		651125306
h. E.T.D., INC. D/B/A EARTH TECH DRILLING		043643895
i. GEOVIEW, INC		593651879
j. PACE ANALYTICAL SERVICES, INC.		411821617
k. TESTAMERICA LABORATORIES, INC.	SEVERN TRENT LABORATORIES, INC.	232919996

FIRST - TIER MEETING
SEPTEMBER 24, 2015

REGULATORY AND ECONOMIC RESOURCES
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES
ISD PROJECT NO. E14-RER-03

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL ADJ. & QUAL. POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	Local Preference Ranking	FINAL RANK
		JULIE BALOGH (RER)	WILBUR MAYORGA (RER)	LEE CASEY (PWWM)	FRANKLYN JARMAN (WASD)	JANE DOZIER (PROS)									
1	AMEC FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	43	42	47	30	47	209	42	28	56					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	15	16	15	18	80	16	11	21					
	3A - Past Performance of the Firms (Max. 20 points)	14	16	18	16	15	79	16	11	21					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	3	4	2	15	3	2	4					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24	5	3	6				427	
		81	80	89	70	87					407			387	
	Ordinal Scores	6	5	5	3	3						13	5		4
	Dropped Ordinal Scores	6			3										
	Dropped Qualitative Scores			89	70						248				
2	HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	39	40	46	20	42	187	37	25	50					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	14	13	16	10	15	68	14	9	18					
	3A - Past Performance of the Firms (Max. 20 points)	14	15	18	16	17	80	16	11	21					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	5	5	5	5	23	5	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	4	3	2	5	4	18	4	2	5				395	
		74	76	87	56	83					376			357	
	Ordinal Scores	9	8	7	8	5						23	8		7
	Dropped Ordinal Scores	9			8										
	Dropped Qualitative Scores			87	56						233				
3	STEARNS, CONRAD & SCHMIDT CONSULTING (SCS ENGINEERS) - NON-RESPONSIVE														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	45	49	26	38	202	40	27	54					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	17	20	14	16	84	17	11	22					
	3A - Past Performance of the Firms (Max. 20 points)	17	17	19	18	17	88	18	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	3	3	18	4	2	5					
	5A - Ability of team members to interface with the County (Max 5 points)	4	2	5	5	5	21	4	3	5				434	
		86	85	97	66	79					413			392	
	Ordinal Scores	1	2	1	5	8						8	2		N/A
	Dropped Ordinal Scores			1		8									
	Dropped Qualitative Scores			97	66						250				

FIRST - TIER MEETING
SEPTEMBER 24, 2015

REGULATORY AND ECONOMIC RESOURCES
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES
ISD PROJECT NO. E14-RER-03

TABULATION SHEET

		COMPETITIVE SELECTION COMMITTEE													
		JULIE BALOGH (RER)	WILBUR MAYORGA (RER)	LEE CASEY (PWWM)	FRANKLYN JARMAN (WASD)	JANE DOZIER (PROS)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL ADJ. & QUAL. POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	Local Preference Ranking	FINAL RANK
4	LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	42	44	24	39	191	38	25	51					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	15	16	9	15	71	14	10	19					
	3A - Past Performance of the Firms (Max. 20 points)	16	16	16	15	15	78	16	10	21					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	2	2	4	2	14	3	2	4					
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	3	4	5	20	4	3	5					
		81	80	81	56	76					374			393 355	
	Ordinal Scores	7	5	9	8	9									
	Dropped Ordinal Scores		6	9								24	9		8
	Dropped Qualitative Scores			81	56						237				
5	H.J. ROSS ASSOCIATES, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	46	46	30	44	210	42	28	56					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	17	18	15	17	84	17	11	22					
	3A - Past Performance of the Firms (Max. 20 points)	16	16	17	16	13	78	16	10	21					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	2	2	2	11	2	1	3					
	5A - Ability of team members to interface with the County (Max 5 points)	4	4	5	5	5	23	5	3	6					
		84	85	88	68	81					406			425 386	
	Ordinal Scores	3	2	6	4	6									
	Dropped Ordinal Scores		2	6								13	4		3
	Dropped Qualitative Scores			88	68						250				
6	ARCADIS US, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	48	47	35	45	219	44	29	58					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	18	18	16	17	86	17	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	16	18	19	15	18	86	17	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	5	3	5	20	4	3	5					
	5A - Ability of team members to interface with the County (Max 5 points)	4	5	5	5	4	23	5	3	6					
		84	93	94	74	89					434			456 412	
	Ordinal Scores	2	1	3	1	1									
	Dropped Ordinal Scores		1	3								4	1		1
	Dropped Qualitative Scores			94	74						266				

FIRST - TIER MEETING
SEPTEMBER 24, 2015
REGULATORY AND ECONOMIC RESOURCES
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES
ISD PROJECT NO. E14-RER-03

TABULATION SHEET

		COMPETITIVE SELECTION COMMITTEE													
		JULIE BALOGH (RER)	WILBUR MAYORGA (RER)	LEE CASEY (PWWM)	FRANKLYN JARMAN (WASD)	JANE DOZIER (PROS)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL ADJ. & QUAL. POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	Local Preference Ranking	FINAL RANK
7	CHEROKEE ENTERPRISES, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	43	42	45	25	48	203	41	27	54					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	16	18	13	18	81	16	11	22					
	3A - Past Performance of the Firms (Max. 20 points)	16	16	17	14	15	78	16	10	21					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	2	3	2	12	2	2	3					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	25	5	3	7				419	
		83	81	87	60	88					399			379	
	Ordinal Scores	4	4	8	7	2						15	6		5
	Dropped Ordinal Scores			8		2									
	Dropped Qualitative Scores				60	88					251				
8	CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	38	47	25	43	193	39	26	51					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	12	19	14	16	76	15	10	20					
	3A - Past Performance of the Firms (Max. 20 points)	15	17	18	12	15	77	15	10	20					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	4	4	3	20	4	3	5					
	5A - Ability of team members to interface with the County (Max 5 points)	4	2	5	5	4	20	4	3	5				405	
		79	73	93	60	81					386			367	
	Ordinal Scores	8	9	4	6	7						21	7		6
	Dropped Ordinal Scores		9	4											
	Dropped Qualitative Scores			93	60						233				
9	AECOM TECHNICAL SERVICES, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	42	50	36	47	219	44	29	58					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	15	20	16	18	85	17	11	23					
	3A - Past Performance of the Firms (Max. 20 points)	16	17	19	15	15	82	16	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	1	1	1	5	1	1	1					
	5A - Ability of team members to interface with the County (Max 5 points)	4	2	5	5	5	21	4	3	6				433	
		81	77	95	73	86					412			391	
	Ordinal Scores	5	7	2	2	4						11	3		2
	Dropped Ordinal Scores		7	2											
	Dropped Qualitative Scores			95	73						244				

Julio Whiteside, ISD Chairperson

MEMORANDUM MIAMI-DADE COUNTY

DATE: November 3, 2015

TO: Miriam Singer, Senior Assistant Director
Internal Services Department

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

SUBJECT: Compliance Review
Project No. E14-RER-03
Environmental Cleanup, Compliance And Related Services For Miami-Dade County Facilities

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Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise – Architectural & Engineering (SBE/AE) and the Small Business Enterprise – Goods & Services (SBE/GS) Programs. The established measures for the subject project are a 15.00% Small Business Enterprise – Architectural & Engineering Sub-consultant Goal and a 7.00% Small Business Enterprise – Goods & Services Sub-consultant Goal.

The Professional Services Division of the Internal Services Department submitted proposals from the following firms for compliance review: Amec Foster Wheeler Environmental & Infrastructure, Inc. #1, Handex Consulting And Remediation Southeast, LLC #2, Stearns Conrad & Schmidt Consulting #3, Langan Engineering And Environmental Services, Inc. #4, H.J. Ross Associates, Inc., #5, Arcadis U.S., Inc. #6, Cherokee Enterprises, Inc. #7, CB&I Environmental & Infrastructure, Inc. #8 and AECOM Technical Services, Inc. #9 Below, is the pre-award compliance status and summary:

STATUS:

1.	Amec Foster Wheeler Environmental & Infrastructure, Inc. #1	Compliant
2.	Handex Consulting And Remediation Southeast, LLC #2	Compliant
3.	Stearns Conrad & Schmidt Consulting (SCS Engineers) #3	Non-Compliant
4.	Langan Engineering And Environmental Services, Inc. #4	Compliant
5.	H.J. Ross Associates, Inc. #5	Compliant
6.	Arcadis U.S., Inc. #6, Cherokee Enterprises, Inc. #6	Compliant
7.	Cherokee Enterprises, Inc. #7	Compliant
8.	CB&I Environmental & Infrastructure, Inc. #8	Compliant
9.	AECOM Technical Services, Inc. #9	Compliant

SUMMARY:

Amec Foster Wheeler Environmental & Infrastructure #1 submitted Letters of Agreements (LOA) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: Triangle Surveying & Mapping, Inc. to perform 15.01 (Surveying And Mapping – Land Surveying) at 7.00% and Millan, Swain & Associates, Inc. to perform 10.05 (Environmental Engineering – Contamination Assessment & Monitoring), 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 15.00%. Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. Amec Foster Wheeler Environmental & Infrastructure is in compliance with the Implementing Order of the SBE/AE Program.

Amec Foster Wheeler Environmental & Infrastructure #1 also submitted the required Schedule of Intent (SOI) Affidavits committing to utilize the following certified SBE/GS firms in satisfaction of the contract's 7.00% SBE/GS Subcontractor Goal: Millan & Associates, Inc. to provide environmental consulting services (commodity code 91843) at 15.00% and Triangle Surveying and Mapping, Inc. to provide mapping services (commodity code 96252) at 7.00%. Each SOI Affidavit was signed by the prime and subcontractors in agreement with the information listed on each SOI Affidavit. Amec Foster Wheeler Environmental & Infrastructure is in compliance with the Implementing Order of the SBE/GS Program.

Handex Consulting and Remediation – Southeast, LLC Wheeler Environmental & Infrastructure #2 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: J. Bonfill and Associates, Inc. to perform 15.01 (Surveying And Mapping – Land Surveying) at 3.00%, Marlin Engineering, Inc. to perform 15.01 (Surveying And Mapping – Land Surveying) & 16.00 (General Civil Engineering) at 6.00% and RADISE International and LC to perform 9.01 (Soils, Foundations And Materials Testing – Drilling Subsurface Investigations & Seismographic) & 9.02 (Soils, Foundations And Materials Testing – Geotechnical & Materials Engineering services) at 6.00%. Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. Handex Consulting and Remediation – Southeast, LLC Wheeler Environmental & Infrastructure is in compliance with the Implementing Order of the SBE/AE Program.

Handex Consulting and Remediation – Southeast, LLC Wheeler Environmental & Infrastructure #2 also submitted the required Schedule of Intent (SOI) Affidavits committing to utilize the following certified SBE/GS firms in satisfaction of the contract's 7% SBE/GS Subcontractor Goal: RADISE International, L.C. to provide consulting services (commodity code 91800) at 5.00% and J. Bonfill and Associates, Inc. to provide land surveying services (commodity code 96460) at 2.00%. Each SOI Affidavit was signed by the prime and subcontractors in agreement with the information listed on each SOI Affidavit. Handex Consulting and Remediation – Southeast, LLC Wheeler Environmental & Infrastructure is in compliance with the Implementing Order of the SBE/GS Program.

Stearns Conrad & Schmidt Consulting (SCS Engineers) #3 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: HP Consultants Inc. to perform 16.00 (General Civil Engineering) at 7.50% and Longitude Surveyors, LLC to perform 15.01 (Surveying And Mapping – Land Surveying) at 7.50%. Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. Stearns Conrad & Schmidt Consulting (SCS Engineers) is in compliance with the Implementing Order of the SBE/AE Program.

Stearns Conrad & Schmidt Consulting (SCS Engineers) #3 also submitted the required Schedule of Intent (SOI) Affidavit committing to utilize Environmental Management Conservation Oil Corp., a non-certified SBE/GS firm to provide waste transport disposal remediation services at 7.00%. SCS Engineers did not meet the required SBE/GS Subcontractor Goal because SCS Engineers submitted an SOI Affidavit committing to utilize a non-certified SBE/GS firm (Environmental Management Conservation Oil Corp) to satisfy the contract's 7.00% SBE/GS Subcontractor Goal. SBD notified SCS Engineers of its non-compliance with the Implementing Order for the SBE/GS Program in writing on October 27, 2015. SCS Engineers requested a meeting on October 27, 2015. The Non-Compliance meeting took place on November 2, 2015. During the meeting, SCS Engineers failed to provide SBD with relevant information which would enabled SBD to reverse the non-compliant determination. As such, SCS Engineers is not in compliance with the Implementing Order of the SBE/GS Program.

Langan Engineering and Environmental Services, Inc. #4 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: BND Engineers, Inc. to perform 10.06 (Environmental Engineering – Remedial Action Plan Design), 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 13.00% and North Star Group, Inc. to perform 15.01 (Surveying And Mapping – Land Surveying) at 2.00% Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. Langan Engineering and Environmental Services, Inc. is in compliance with the Implementing Order of the SBE/AE Program.

Langan Engineering and Environmental Services, Inc. #4 also submitted the required Schedule of Intent (SOI) Affidavit committing to utilize MCO Environmental, Inc., a certified SBE/GS firm to provide remediation services (commodity code 92678) at 7.00% in satisfaction of the contract's 7.00% SBE/GS Subcontractor Goal. The SOI Affidavit was signed by the prime and subcontractor in agreement with the information listed on the SOI Affidavit. Langan Engineering and Environmental Services, Inc. is in compliance with the Implementing Order of the SBE/GS Program.

H.J. Ross Associates #5 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: CES Consultants, Inc. to perform 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 10.00% and Avino & Associates, Inc. to perform 15.01 (Surveying And Mapping – Land Surveying), 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 5.00%. Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. H.J. Ross Associates is in compliance with the Implementing Order of the SBE/AE Program.

H.J. Ross Associates #5 also submitted the required Schedule of Intent (SOI) Affidavit committing to utilize MCO Environmental, Inc., a certified SBE/GS firm to provide remediation services (commodity code 92678) at 7.00% in satisfaction of the contract's 7.00% SBE/GS Subcontractor Goal. The SOI Affidavit was signed by the prime and subcontractor in agreement with the information listed on the SOI Affidavit. H.J. Ross Associates is in compliance with the Implementing Order of the SBE/GS Program.

Arcadis U.S., Inc. #6 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: R.J. Behar & Company, Inc. to perform 10.05 (Environmental Engineering – Contamination Assessment & Monitoring), 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 8.00%, J. Bonfill and Associates Inc. to perform 15.01 (Surveying And Mapping – Land Surveying) at 2.00% and Nutting Engineers of Florida Inc. to perform 10.05 (Environmental Engineering – Contamination Assessment & Monitoring) at 5.00%. Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. Arcadis U.S., Inc. is in compliance with the Implementing Order of the SBE/AE Program.

Arcadis U.S., Inc. #6 also submitted the required Schedule of Intent (SOI) Affidavits committing to utilize the following certified SBE/GS firms in satisfaction of the contract's 7.00% SBE/GS Subcontractor Goal: J. Bonfill and Associates, Inc. to provide land surveying services (commodity code 96460) at 2.00% and Smart-Sciences, Inc. to provide engineering consulting services (commodity code 91842) & environmental consulting services (commodity code 91843) at 5.00%. Each SOI Affidavit was signed by the prime and subcontractors in agreement with the information listed on each SOI Affidavit. Arcadis U.S., Inc. is in compliance with the Implementing Order of the SBE/GS Program.

Cherokee Enterprises, Inc. #7 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: Triangle Surveying & Mapping, Inc. to perform 15.01 (Surveying And Mapping – Land Surveying) at 1.00%, E Sciences, Incorporated to perform 10.05 (Environmental Engineering – Contamination Assessment & Monitoring) & 10.06 (Environmental Engineering – Remedial Action Plan Design) at 2.00%, and Terra Civil Engineering, LLC to perform 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 12.00% . Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. Cherokee Enterprises, Inc. is in compliance with the Implementing Order of the SBE/AE Program.

Cherokee Enterprises, Inc. #7 also submitted the required Schedule of Intent (SOI) Affidavit committing to utilize Eco Solution Group, LLC, a certified SBE/GS firm to provide remediation services (commodity code 92678) at 7.00% in satisfaction of the contract's 7.00% SBE/GS Subcontractor Goal. The SOI Affidavit was signed by the prime and subcontractor in agreement with the information listed on the SOI Affidavit. Cherokee Enterprises, Inc. #7 is in compliance with the Implementing Order of the SBE/GS Program.

CB&I Environmental & Infrastructure, Inc. #8 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: Longitude Surveyors, LLC to perform 15.01 (Surveying And Mapping – Land Surveying) & 15.03 (Surveying And Mapping – Underground Utility Location) at 7.50% and HP Consultants, Inc. to perform 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 7.50%. Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each agreement. CB&I Environmental & Infrastructure, Inc. is in compliance with the Implementing Order of the SBE/AE Program.

CB&I Environmental & Infrastructure, Inc. #8 also submitted the required Schedule of Intent (SOI) Affidavits committing to utilize the following certified SBE/GS firms in satisfaction of the contract's 7.00% SBE/GS Subcontractor Goal: Eco Solution Group, LLC. to provide remediation services (commodity code 92678) at 1.00% and CES Consultants, Inc. to provide environmental consulting services (commodity code 91843), construction management services (commodity code 96117) & laboratory and field testing services (commodity code 96148) at 6.00%. Each SOI Affidavit was signed by the prime and subcontractors in agreement with the information listed on each SOI Affidavit. CB&I Environmental & Infrastructure, Inc. is in compliance with the Implementing Order of the SBE/GS Program.

AECOM Technical Services, Inc. #9 submitted Letters of Agreements (LOAs) committing to utilize the following certified SBE/AE firms in satisfaction of the contracts 15.00% SBE/AE Sub-consultant Goal: Robayna and Associates, Inc. to perform 10.05 (Environmental Engineering – Contamination Assessment & Monitoring) & 10.06 (Environmental Engineering – Remedial Action Plan Design), 10.07 (Environmental Engineering – Remedial Action Plan Implementation/Operation/Maintenance), 15.01 (Surveying And Mapping – Land Surveying), 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 8.00% and HP Consultants, Inc. to perform 16.00 (General Civil Engineering) & 17.00 (Engineering Construction Management) at 7.00%. Each LOA was signed by the prime and sub-consultants in agreement with the information listed on each LOA. AECOM Technical Services, Inc. is in compliance with the Implementing Order of the SBE/AE Program.

AECOM Technical Services, Inc. #9 also submitted the required Schedule of Intent (SOI) Affidavits committing to utilize the following certified SBE/GS firms in satisfaction of the contract's 7.00% SBE/GS Subcontractor Goal: Biscayne Engineering Company, Inc. to provide surveyor services (commodity code 92586) at 1.00% and MCO Environmental, Inc. to provide remediation services (commodity code 92678) at 6.00%. Each SOI Affidavit was signed by the prime and subcontractors in agreement with the information listed on each SOI Affidavit. AECOM Technical Services, Inc. is in compliance with the Implementing Order of the SBE/GS Program.

SBD has verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of November 1, 2015. Additionally, a review of the History of Violations Report as of October 30, 2015 indicates that the aforementioned firms do not have any open violations.

Please note that SBD has reviewed and analyzed the subject project for compliance with the Small Business Enterprise – Architectural & Engineering Program, as well as the Small Business Enterprise – Goods & Services Program. The Professional Services Division of the Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Tyrone White at (305) 375-3123.

c: Julie Whiteside, ISD
File

EXHIBIT 3

Memorandum

MIAMI-DADE COUNTY

Date: April 15, 2016

To: Julie Whiteside
A/E Consultant Selection Coordinator
Internal Services Department

From: Oren Rosenthal
Assistant County Attorney

Subject: E14-RER-03: Regulatory and Economic Department Environmental Cleanup, Compliance and Related Services

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You request a legal opinion on whether H.J. Ross Associates, Inc. ("H.J. Ross") is responsive to the above referenced solicitation because, after fully participating in the solicitation and beings selected to receive a professional services agreement ("PSA"), H.J. Ross lost its prequalification certification and all technical certifications necessary to perform the work under the PSA. While this issue does not present a responsiveness question because, at the time of proposal submission H.J. Ross was responsive, for the reasons set forth below H.J. Ross my not be awarded the PSA with inactive prequalification and technical certifications.

BACKGROUND

We rely on the information provided in your memorandum to this office dated April 12, 2016 (attached hereto), the solicitation, and discussions with staff for this information.

You report that on January 22, 2016 H.J. Ross was selected from nine (9) initial proposals to receive one of five PSAs for environmental cleanup compliance and related services. While H.J. Ross was selected for award of these services and has submitted an executed PSA on February 17, 2016, the County has not yet entered into the PSA with H.J. Ross because further review revealed that H.J. Ross has lost its prequalification certification and technical certifications for the work identified in the PSA. Specifically, H.J. Ross failed to provide proof of full-time employment by H.J. Ross of the professional qualifiers listed on their technical certification profile. As a result, on March 1, 201, H.J. Ross' prequalification and technical certifications became inactive.

As you note, Administrative Order 3-39, Section 2(l)(1)(a) requires that "Firms interested in providing professional services for the County must have an active PQC [prequalification certification], issued by the County through DBD, prior to the submittal deadline which shall be maintained without lapse throughout the course of the project." In addition, Section 2(l)(2)(a) provides that "Respondents, including prime consultants and sub consultants in a prime/sub relationship, must maintain an active PQC from the time of proposal submission to completion of the professional services agreement without laps."

ANALYSIS

Under the express terms of Administration Order 3-39, H.J. Ross is no longer eligible to receive the PSA for the services requested in the solicitation, nor is H.J. Ross able to perform the work without

the required certifications. While H.J. Ross is responsive to the solicitation because such certification was active at the time of bid, H.J. Ross has failed to diligently keep that certification valid. As a result H.J. Ross may not be awarded the PSA.

Oren Rosenthal

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