OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

MIAMI-DADE COUNTY

Date: December 4, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(R)(1)(G)

From: George M. Burgess
County Manager

R-1327-07

Subject: Contract Award Recommendation for Construction Engineering & Inspection Services for the South District Wastewater Treatment Plant High Level Disinfection Facility - Project No: E07-WASD-05; Contract No: E07-WASD-05 (A)

Recommendation

This Recommendation for Award for Contract No. E07-WASD-05 (A) between Earth Tech Consulting, Inc. and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval pursuant to Section 2-8.2.11 of the Miami-Dade County Code. The Consultant is to provide construction engineering and inspection services for the South District Wastewater Treatment Plant (SDWWTP) High Level Disinfection (HLD) Facility. This project is one in a series of projects under the HLD Program to comply with the Consent Order No. 03-1376 negotiated by Miami-Dade County and the Florida Department of Environmental Protection (FDEP) and to meet regulatory requirements resulting from a rule change implemented by the US Environmental Protection Agency (USEPA) to meet effluent quality standards for deep well disposal.

Scope

PROJECT NAME: Construction Engineering & Inspection Services for the South District Wastewater Treatment Plant High Level Disinfection Facility

PROJECT NO: E07-WASD-05

CONTRACT NO: E07-WASD-05 (A)

PROJECT DESCRIPTION: The Consultant, Earth Tech Consulting, Inc. will provide construction engineering and inspection services including performing daily inspections, preparing daily logs and detailed review of contractor's updated and revised schedules, preparing recommendations for approval, reviewing schedule of values, providing contract interpretations and clarifications, processing and authorizing progress payments including allowance accounts and change orders, performing/overseeing plant start-up services and certification of the wastewater plant, pipelines, completing/reviewing "Operation and Maintenance Manuals", responding to "Requests for Information", and integrating the Consultant staff with MDWASD staff.

Earth Tech Consulting, Inc. will be asked to provide all or some construction engineering and inspection services including inspectors, construction managers and/or construction administration staff. The following fourteen projects will be constructed over a five-year period beginning late 2007.

- On-Site Hypochlorite Generation System
- Effluent Pump Station
- FOG Upgrades
- Electrical Distribution System
- Final Site Restoration
- Site Preparation

- Low Lift Transfer Pump Station
- Deep Bed Sand Filtration System
- Plant Process Control
- Oxygenation Train # 7
- Final Clarifiers and Interim Improvements
- Yard Piping
- Chlorine Contact Chambers
- Temporary Field Office and Support Facilities

MDWASD will determine how the various components of the project are put together for contract biding. The Consultant will be expected to provide construction engineering and inspection services to work on any of the noted projects.

PROJECT LOCATION: 8950 SW 232 Street, Goulds, FL 33170

PRIMARY COMMISSION DISTRICT: District 8 Katy Sorenson

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E07-WASD-05

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE
High Level Disinfection (HLD) Special Construction Fund and Wastewater Renewal and Replacement Fund

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECT:

BUDGET PROJECT / DESCRIPTION	AWARD ESTIMATE
96510240-SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION Book Page: 288 Funding Year: Proposed Capital Budget Book for FY 2007-08, Prior Year's Funds	$6,050,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
Prime	6.02	WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES
Prime	6.03	WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT

PLANTS

Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

Other 11.00 GENERAL STRUCTURAL ENGINEERING

Other 12.00 GENERAL MECHANICAL ENGINEERING

Other 13.00 GENERAL ELECTRICAL ENGINEERING

Other 16.00 GENERAL CIVIL ENGINEERING

NTPC'S DOWNLOADED:	93
PROPOSALS RECEIVED:	5
CONTRACT PERIOD:	1825 Days. Construction Engineering and Inspection Services will be utilized during the construction phase of the SDWWTP HLD Facility.
CONTINGENCY PERIOD:	183
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$5,500,000.00
BASE CONTRACT AMOUNT:	$5,500,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$550,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$6,050,000.00

Track Record / Monitor

EXPLANATION

At the First-Tier meeting on August 20, 2007, the Competitive Selection Committee voted to hold a Second-Tier meeting with the three highest ranking firms out of the five proposals submitted. The Committee deemed two proposals non-responsive. The Second-Tier meeting held on September 13, 2007, the Committee ranked Earth Tech Consulting, Inc. as the highest ranking firm.

The Negotiation Committee was approved on September 18, 2007. On October 3, 2007 the Negotiation Committee met with Earth Tech Consulting, Inc. and concluded its negotiations. This is the recommendation to award the contract to Earth Tech Consulting, Inc.

	Based on the Office of Capital Improvements CIIS database; the County has completed five evaluations for Earth Tech Consulting, Inc. with an average rating of 3.4 points out of a total 4 possible points.
SUBMITTAL DATE:	8/3/2007
ESTIMATED NOTICE TO PROCEED:	1/14/2008
PRIME CONSULTANT:	Earth Tech Consulting, Inc.
COMPANY PRINCIPAL:	Agustin Maristany, P.E.
COMPANY QUALIFIERS:	Agustin Maristany, P.E.
COMPANY EMAIL ADDRESS:	franklin.torreabla@earthtech.com
COMPANY STREET ADDRESS:	3750 NW 87th Avenue
COMPANY CITY-STATE-ZIP:	Miami, FL 33178
YEARS IN BUSINESS:	36
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	Earth Tech Consulting, Inc. has received one contract, which includes $1,800,000 in a change order in that contract within the past five years with MDWASD for a total dollar value of $4,550,000.
SUBCONSULTANTS:	CES Consultants, Inc., Hillers Electrical Engineering, Inc., Straightline Engineering, Inc., Machado Garcia-Serra LLC., and A.D.A. Engineering, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 4/11/2007 **SIGNOFF DATE:** 4/11/2007
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

MEASURE	GOAL	COMMENT
CBE	25.00% CBE	
CWF	0.00%	Not Applicable

MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME/PHONE/EMAIL:	John W. Chorlog, Jr.	(786) 552-8102	jwcho01@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Patty David	786-552-8040	pattyd@miamidade.gov

Background

BACKGROUND: Upgrades to the SDWWTP are required in response to the need for continued reliable wastewater customer service, upcoming capacity needs, and regulatory compliance specifically associated with Consent Order 03-1376 with the FDEP. The MDWASD has undertaken upgrades to the SDWWTP to meet the requirements of the 285 million gallons per day treatment plant at the SDWWTP.

BACKGROUND: Upgrades to the SDWWTP are required in response to the need for continued reliable wastewater customer service, upcoming capacity needs, and regulatory compliance specifically associated with Consent Order 03-1376 with the FDEP. The MDWASD has undertaken upgrades to the SDWWTP to meet the requirements of the 285 million gallons per day treatment plant at the SDWWTP.

BUDGET APPROVAL FUNDS AVAILABLE:	**OSBM DIRECTOR**	11-17-07 **DATE** 11/16/07
APPROVED AS TO LEGAL SUFFICIENCY:	**COUNTY ATTORNEY**	10/31/07 **DATE**
CAPITAL IMPROVEMENTS CONCURRENCE:	**OCI DIRECTOR**	11/20/07 **DATE**
	ASSISTANT COUNTY MANAGER	11/20 **DATE**
CLERK DATE		**DATE**

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 4, 2007

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

SUBJECT: Agenda Item No. 8(R)(1)(G)

Please note any items checked.

_____	**"4-Day Rule" ("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**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
✓	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(G)
12-04-07

RESOLUTION NO. **R-1327-07**

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT CONTRACT NUMBER E07-WASD-05 (A) IN AN AMOUNT NOT TO EXCEED $6,050,000 TO EARTH TECH CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT HIGH LEVEL DISINFECTION FACILITY AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME AND TO EXERCISE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves an award of a Non-Exclusive Professional Service Agreement Contract Number E07-WASD-05 (A) in an amount not to exceed $6,050,000 to Earth Tech Consulting, Inc. to provide construction engineering and inspection services for the South District Wastewater Treatment Plant High Level Disinfection Facility, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same and to exercise renewal and termination provisions contained therein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	**aye**		
Barbara J. Jordan, Vice-Chairwoman	**aye**		
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**absent**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

By **Kay Sullivan**
Deputy Clerk

Contract Award Recommendation
Construction Engineering & Inspection Services for the
South District Wastewater Treatment Plant High Level Disinfection
Earth Tech Consulting, Inc.
Project No. E07-WASD-05~~(A)~~

BUDGET PROJECT AND DESCRIPTION:

96510240 – South District Wastewater Treatment Plant High Level Disinfection
Book Page: 288 FY 2007-08 Proposed Resource Allocation and Multi-Year Capital Plan, adopted on September 20, 2007.

FUNDING SOURCE:

Wastewater Renewal and Replacement Fund
High Level Disinfection (HLD) Special Construction Fund

INDEX CODES:

EW621 and EW652

ASSISTANT DIRECTOR, ENGINEERING:

EDUARDO A. VEGA, P.E. — DATE 10/18/07

DEPT. BUDGET OFFICER

PEDRO VELAR — DATE 10/18/07

ASSISTANT DIRECTOR, FINANCE

DIANE CAMACHO — DATE 10/19/07

DEPUTY DIRECTOR, OPERATIONS

JOSEPH A. RUIZ, JR. — DATE 10/18/07

SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT **PROJECT # 9653401**

DESCRIPTION: Construct plant process improvements including injection and monitoring wells, installation of emergency generators, acquiring a land buffer, construction of a landfill gas pipeline, installation of co-Gen units, and construction of sludge handling facilities

LOCATION: 8950 SW 232 St
Unincorporated Miami-Dade County
DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Wastewater Renewal Fund	1,402	2,150	1,350	1,000	0	0	0	0	5,902
Wastewater Connection Charges	3,556	0	0	0	500	1,000	1,000	0	6,056
WASD Revenue Bonds Sold	3,862	0	0	0	0	0	0	0	3,862
Future WASD Revenue Bonds	0	0	0	2,688	0	7,500	0	4,718	14,906
TOTAL REVENUE:	**8,820**	**2,150**	**1,350**	**3,688**	**500**	**8,500**	**1,000**	**4,718**	**30,726**

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	611	146	314	294	82	346	573	429	2,795
Construction	6,104	1,461	3,137	2,941	818	3,454	5,727	4,289	27,931
TOTAL EXPENDITURES:	**6,715**	**1,607**	**3,451**	**3,235**	**900**	**3,800**	**6,300**	**4,718**	**30,726**

SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION **PROJECT # 96510240**

DESCRIPTION: Construct treatment facilities for high level disinfection to meet regulatory requirements at the South District Wastewater Treatment Plant

LOCATION: 8950 SW 232 St
Unincorporated Miami-Dade County
DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Wastewater Renewal Fund	64,825	0	0	0	0	0	0	0	64,825
Wastewater Connection Charges	0	1,311	0	0	0	0	0	0	1,311
S. Fl. Water Mgmt. District Grant	0	5,000	5,000	5,000	5,000	5,000	0	0	25,000
State Revolving Loan Wastewater Program	0	0	34,680	25,000	27,320	13,000	0	0	100,000
WASD Revenue Bonds Sold	20,808	0	0	0	0	0	0	0	20,808
Future WASD Revenue Bonds	0	0	0	212,664	0	1,377	0	0	214,041
HLD Special Construction Fund	80,000	0	0	0	0	0	0	0	80,000
TOTAL REVENUE:	**165,633**	**6,311**	**39,680**	**242,664**	**32,320**	**19,377**	**0**	**0**	**505,985**

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	2,655	3,395	13,188	16,856	7,594	2,317	40	0	46,045
Construction	26,519	33,918	131,733	168,378	75,855	23,140	397	0	459,940
TOTAL EXPENDITURES:	**29,174**	**37,313**	**144,921**	**185,234**	**83,449**	**25,457**	**437**	**0**	**505,985**

BUDGET PROJECT 96510240

Project Title: 96510240-SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION

Project Desc: Construct treatment facilities for high-level disinfection to meet regulatory requirements

Project($$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	10/1/2002	9/30/2009	29,174	37,313	144,921	185,234	83,449	505,985
Revenue			165,633	6,311	39,680	242,664	32,320	505,985

Project Type: Capital Update Type

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Planning/Design	N/A	N/A	2,655	3,395	13,188	16,856	7,594	46,045
Construction	N/A	N/A	26,519	33,918	131,733	168,378	75,855	459,940

CIIS Milestones | Add GEO Coded Site

EXIT

Current Contracts for Project 96510240

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	E07-WASD-02	Design and Construction Manage	$55,000,000.00	$0.00	$50,000,000.00
WS	E07-WASD-05	Construction Engineering & Ins	$0.00	$6,140,750.00	$5,500,000.00
WS	E07-WASD-05	Construction Engineering & Ins	$6,050,000.00	$0.00	$5,500,000.00
WS	S-805	South District Wastewater Trea	$130,000,000.00	$0.00	$0.00
WS	S-805 (A)	South District Wastewater Trea	$138,000,000.00	$0.00	$0.00
WS	S-806	South District Wastewater Trea	$25,001,000.00	$0.00	$0.00
WS	S-813	South District Wastewater Trea	$14,000,000.00	$0.00	$0.00
WS	S-813 (A)	South District Wastewater Trea	$0.00	$10,132,996.00	$8,967,253.10
WS	S-816 (A)	South District Wastewater Trea	$11,700,000.00	$0.00	$7,815,000.00
WS	S-816 (A)	South District Wastewater Trea	$0.00	$8,830,950.00	$7,815,000.00
WS	S-825 (A)	South District Wastewater Trea	$8,000,000.00	$0.00	$9,487,557.56
WS	S-825 (A)	South District Wastewater Trea	$0.00	$11,110,940.05	$9,487,557.56
WS	S-828	South District Wastewater Trea	$16,000,000.00	$0.00	$0.00
WS	S-828 (A)	South District Wastewater Trea	$0.00	$14,474,955.00	$12,703,500.00
		Total Allocated:	$403,751,000.00	$50,690,591.05	

Current Sites for Project 96510240

Site	Location
72970	23300 SW 88 AVE 33032

Memorandum

MIAMI-DADE COUNTY

Date: August 23, 2007

To: Ian H. Yorty, Interim Director
Office of Capital Improvements

From: Penelope Townsley, Interim Director
Small Business Affairs / Department of Procurement Management

Subject: CBE Compliance Review
Project No. E07-WASD-05
Construction Engineering and Inspection Services for the South District Wastewater Treatment Plant High Level Disinfection

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Small Business Affairs, Department of Procurement Management (SBA/DPM) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 25% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Metcalf & Eddy, Inc. (#2), Post, Buckley, Schuh, & Jernigan, Inc. (#3), and Earth Tech Consulting, Inc. (#4) for compliance review.

Metcalf & Eddy, Inc. (#2) submitted the required Schedule of Participation that listed CBE sub-consultant Precision Engineering and Surveying, Inc. to perform General Structural Engineering and General Civil Engineering at 4%; however, certification records reflects Precision Engineering and Surveying, Inc. as Precision Engineering Group, Inc., the result of a recent name change (with no other changes to its organizational structure or function). The Schedule of Participation also listed CBE sub-consultants EMTEC Corporation to perform General Mechanical Engineering and General Electrical Engineering at 8%, Ford Engineers, Inc. to perform General Civil Engineering and Engineering Construction Management also at 5%, and Cardozo Engineering, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facilities and W & S Sewer Systems-Water and Sanitary Sewage Treatment Plants at 10%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Metcalf & Eddy, Inc. is in compliance with the CBE Participation Provisions.

Post, Buckley, Schuh, & Jernigan, Inc. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution and Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-Water and Sanitary Sewage Treatment Plants, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 20% and EBS Engineering, Inc. to perform W & S Sewer Systems-Water Distribution and Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, General Structural Engineering, General Mechanical Engineering, General Civil Engineering, and Engineering Construction Management also at 20%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Post, Buckley, Schuh, & Jernigan, Inc. is in compliance with the CBE Participation Provisions.

Earth Tech Consulting, Inc. (#4) submitted the required Schedule of Participation that listed CBE sub-consultants CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution and Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer

Systems-Water and Sanitary Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 10%, Straightline Engineering, Inc. to perform W & S Sewer Systems-Water Distribution and Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-Water and Sanitary Sewage Treatment Plants, and General Civil Engineering at 7%, and A.D.A. Engineering, Inc. to perform General Structural Engineering, General Mechanical Engineering, General Electrical Engineering, General Civil Engineering, and Engineering Construction Management at 10%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Earth Tech Consulting, Inc. is in compliance with the CBE Participation Provisions.

Please note that SBA/DPM staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Miriam Singer, DPM
Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBA/DPM
File

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

Project/Contract Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SDWWTP) HIGH LEVEL DISINFECTION (HLD)

RC Date: 04/11/2007
1-0

Project/Contract No: E07-WASD-05

Funding Source: WATER & SEWER REVENUES

Item No:

Department: WATER & SEWER DEPARTMENT

Resubmittal Date(s):

Estimated Cost of Project/Bid: $5,500,000.00

Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES DURING THE CONSTRUCTION OF THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SDWWTP) HIGH LEVEL DISINFECTION (HLD). THESE SERVICES MAY ALSO INCLUDE DAILY INSPECTIONS, PREPARING DAILY LOGS, DETAILED REVIEW OF CONTRACTOR'S UPDATED AND REVISED SCHEDULES, THE PREPARATION OF RECOMMENDATIONS FOR APPROVAL, REVIEWING SCHEDULE OF VALUES AND CONTRACT INTERPRETATIONS AND CLARIFICATIONS (AMONGST OTHER FUNCTIONS).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	25.00%

Reasons for Recommendation

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

Funding source: Water and Sewer Revenues

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACILI	CBE	$275,000.00	5.00%	34
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT	CBE	$275,000.00	5.00%	13
GENERAL STRUCTURAL ENGINEERING	CBE	$275,000.00	5.00%	31
GENERAL MECHANICAL ENGINEERING	CBE	$275,000.00	5.00%	24
GENERAL CIVIL ENGINEERING	CBE	$275,000.00	5.00%	56
	Total	$1,375,000.00	25.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ **Goal** 25% **Bid Preference** _____

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

Chairperson, Review Committee — Date: 4.11.07

County Manager — Date

10 / 4

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 09/25/2002 **To:** 09/25/2007

FIRM NAME: EARTH TECH CONSULTING, INC.
3750 NW 87th Ave, Suite 300
Miami, FL 33178

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E04-WASD-05	1	WS	GOAL CBE 25%	03/06/2006	$2,750,000	$872,856 11/29/2006	$0		* CES CONSULTANTS, INC. - $7,820.40 * GENSYM CORPORATION - $0.00 * LEITER, PEREZ & ASSOCIATES, INC. - $0.00 * NOVA CONSULTING, INC. - $35,207.61
HYDRAULIC COMPUTER MODELING (SIC 871)									
					$2,750,000				

Total Award Amount	**$2,750,000**
Total Change Orders Approved by BCC	**$1,800,000**
	$4,550,000
Total Change Orders Approved After Requested Date Range	**$0**
Total Change Orders Pending	**$0**
	$4,550,000

25

Find Contracts With Search String ==>

Status View | Exit | Projects | Goto Bottom

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 952661922

Earth Tech Consulting, Inc.

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	DE	E01-DERM-01-4	Environmental Engineering Cons	Countywide	11/2/2003	$1,500,000	3/9/2005	100% / Complete
0	DE	E01-DERM-04, EP-40	Consultants for Civil Engineer	Various	12/18/2003	$500,000	6/7/2005	100% / Complete
0	WS	E01-WASD-05, Project 2	Program Management Services fo	Countywide	1/29/2007	$1,400,000	9/13/2007	95% / Work Order within Duration
30	WS	E04-WASD-05	Hydraulics Computer Modeling	Countywide	8/1/2009	$2,500,000	9/13/2007	35% / On Schedule
12	WS	E06-WASD-02,GOB	Design of 36-inch Water Main t	Along NW 87th Avenue between N	N/A	$1,250,000	2/21/2007	0% / On Schedule
8	WS	E07-WASD-05	Construction Engineering & Ins	8950 SW 232 Street, Goulds, FL	N/A	$5,500,000		0% / N/A
				Totals:	6	$12,650,000		

* Contracts with Green Name are PSA Agreements
Yellow Status=Inactive Contract

Status View | Exit | Projects | Goto Top

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Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
DE	E01-DERM-04, EP-40	PSA	Earth Tech Consulting, Inc.	2/25/2006	Keith Ng	Project conclusion or closeout	3.0
DE	E01-DERM-01-4	PSA	Earth Tech Consulting, Inc.	3/1/2006	Keith Ng	None	3.0
WS	E01-WASD-05, Project 2	PSA	Earth Tech Consulting, Inc.	7/21/2006	Rafael J. Ballesteros	Project conclusion or closeout	4.0
WS	E01-WASD-05, Project 2	PSA	Earth Tech Consulting, Inc.	8/9/2006	Sylvia Gonzalez	Project conclusion or closeout	4.0
WS	E04-WASD-05	PSA	Earth Tech Consulting, Inc.	10/15/2007	Sylvia Gonzalez	Project conclusion or closeout	2.9

Evaluation Count: 5 Contractors: 1 Average Evaluation: 3.4

Exit

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Environmental Resources Management

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-DERM-04, EP-40
Work Order No: N/A
Contract Name: Consultants for Civil Engineering Consulting Services
Award Amount: $500,000.00
Contact: Keith Ng 305-372-6482
Contract Type: PSA
Contractor Consultant: Earth Tech Consulting, Inc.
FEIN: 952661922

Evaluator ID: ngk Date: 2/25/2006 Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	Criteria
1-		✔				Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-		✔				Cost effectiveness & efficiency - Budget compliance & value of work.
3-		✔				Vision - Design - Concepts or adherence to criteria.
4-		✔				Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-		✔				Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✔				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-		✔				Completeness - Compliance with contract documents, permits, Codes & standards.
8-		✔				Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-		✔				Commitment - Intangibles & contribution to project success.
10-		✔				Personnel - Quality and dedication of project staff.
11-		✔				Management - Leadership ability.
12-		✔				Quality - Work performed correctly the first time.

Overall Performance Average: 3.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
at Phone#

Evaluation Reviewed by: Supervisor ☐ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods)
Evaluation delivered to:

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Environmental Resources Management

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-DERM-01-4 Work Order No: N/A

Contract Name: Environmental Engineering Consultants for Planning Associated with Wellfield Protection, Water Management and Stormwater Management Master Planning

Award Amount: $1,500,000.00 Contact: Keith Ng 305-372-6482

Contract Type: PSA

Contractor Consultant: Earth Tech Consulting, Inc. FEIN: 952661922

Evaluator ID: ngk Date: 3/1/2006 Period: None

Rating *						
	4	3	2	1	N/A	Criteria
1-		✓				Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-		✓				Cost effectiveness & efficiency - Budget compliance & value of work.
3-		✓				Vision - Design - Concepts or adherence to criteria.
4-		✓				Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-		✓				Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✓				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-		✓				Completeness - Compliance with contract documents, permits, Codes & standards.
8-		✓				Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-		✓				Commitment - Intangibles & contribution to project success.
10-		✓				Personnel - Quality and dedication of project staff.
11-		✓				Management - Leadership ability.
12-		✓				Quality - Work performed correctly the first time.

Overall Performance Average: 3.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

at Phone#

Evaluation Reviewed by: Supervisor ☐ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to:

20

* Rating Key

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N/A. No Information

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Water and Sewer Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-WASD-05, Project 2
Work Order No: Task 04
Contract Name: Program Management Services for Needs Assessment Program
Award Amount: $1,400,000.00
Contact: Sara Leu (786) 552-8045
Contract Type: PSA
Contractor Consultant: Earth Tech Consulting, Inc.
FEIN: 952661922

Evaluator ID: RJBBA01 Date: 7/21/2006 Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	Criteria
1-	✔					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✔					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✔					Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✔					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✔					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✔					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✔					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✔					Commitment - Intangibles & contribution to project success.
10-	✔					Personnel - Quality and dedication of project staff.
11-	✔					Management - Leadership ability.
12-	✔					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Rafael Ballesteros at Phone# 305-669-7650

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods)
Evaluation delivered to: Armand LeBeau. P.E.

* Rating Key

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N/A. No Information

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Water and Sewer Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-WASD-05, Project 2
Work Order No: Task 04 - $1,007,500.00
Contract Name: Program Management Services for Needs Assessment Program
Award Amount: $1,400,000.00
Contact: Sara Leu (786) 552-8045
Contract Type: PSA
Contractor Consultant: Earth Tech Consulting, Inc.
FEIN: 952661922

Evaluator ID: RJBBA01 Date: 7/21/2006 Period: Project conclusion or closeout

	Rating * 4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	◉	○	○	○	○	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	◉	○	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	◉	○	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	◉	○	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	◉	○	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	◉	○	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Rafael Ballesteros at phone# 305-669-7650

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to: Armand LeBeau. P.E.

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N/A. No Information

7/21/2006 - Project conclusion or closeout

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Exit

Date Last Edited : 09/26/2007 -15:01:32

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Water and Sewer Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-WASD-05, Project 2 Work Order No: Task 03
Contract Name: Program Management Services for Needs Assessment Program
Award Amount: $1,400,000.00 Contact: Sara Leu (786) 552-8045
Contract Type: PSA
Contractor Consultant: Earth Tech Consulting, Inc. FEIN: 952661922

Evaluator ID: sherr Date: 8/9/2006 Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	Criteria
1-	✔					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✔					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✔					Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✔					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
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Overall Performance Average: 4.0

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Rafael Ballesteros at Phone# 305-669-7650

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

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1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
EARTH TECH CONSULTING, INC.

Agreement No. 07ETCI004

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and Earth Tech Consulting, Inc. a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional services described herein in connection with Construction Engineering and Inspection Services for the South District Wastewater Treatment Plant High Level Disinfection Facility - hereinafter referred to as the "Project".

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Paragraph No.	Subject
1.	County Obligations and Authorization to Proceed
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3.	Engineer's Responsibilities
4.	Task Authorization:Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
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15.	Prompt Payment to Small Business Subconsultants
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19.	Default
20.	Indemnification and Insurance

21. Ordinances
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31. Entirety of Agreement
32. Modification
33. Governing Law
34. Security Restrictions
35. Sanctions for Contractual Violations
36. Severability

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed. No payment shall be made for the ENGINEER's time or service in connection with the preparation of any such proposal. The Director or his designee shall confer with the ENGINEER before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement. No payment shall be made for the ENGINEER's time on services in connection with the preparation of any such proposal.

The Director of the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Director", or his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. PROFESSIONAL SERVICES: Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed.

The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include providing professional construction engineering and inspection services during the construction of the South District Wastewater Treatment Plant High Level Disinfection Facility (SDWWTP HLD).

The scope of services will include daily inspections; preparing daily logs; detailed review of contractor's updated and revised schedules, and prepare recommendations for approval; review schedule of values; contract interpretations and clarifications; process and authorize progress payments including allowance accounts and change orders, perform/oversee plant start-up services and certification of the wastewater plant and pipelines; complete/review Operation and Maintenance manuals; respond to Request for Information, and integrate consultant staff with MDWASD staff. ENGINEER's staff will be integrated into a team currently composed of consultants and MDWASD staff.

The ENGINEER may be asked to provide all or some construction engineering and inspection services including inspectors, construction managers and/or construction administration staff for the following fourteen (14) projects that will be constructed over a five (5) year period beginning late 2007. The consultant's staff may be required for only a portion of the sixty month construction period.

- On-Site Hypochlorite Generation System (OSHG)
- Effluent Pump Station
- FOG Upgrades
- Electrical Distribution System
- Final Site Restoration
- Site Preparation
- Low Lift Transfer Pump Station
- Deep Bed Sand Filtration System
- Plant Process Control
- Oxygenation Train # 7
- Final Clarifiers and Interim Improvements
- Yard Piping
- Chlorine Contact Chambers
- Temporary Field Office and Support Facilities

MDWASD will determine how the various components of the project are put together for contract biding.

3. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:

A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.

B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
C. Comply with the federal, state and local laws or ordinance applicable to the work.
D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
F. Submit for COUNTY review any data, information, or products representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided revisions to or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of the Department. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.
J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.
K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.
L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. The Department may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.
M. All consultant staff wishing to gain access to work via the COUNTY network will require a network ID and password issued within the guidelines set forth for security.

This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.

4. TASK AUTHORIZATION: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between the department and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Office of Capital Improvements (OCI) shall be notified by the department to intervene, in an effort to resolve any delays.

5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the ENGINEER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY's other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of subconsultants, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. COMPENSATION: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance. Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

(1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office employees, 2.4 for the ENGINEER's employees working in COUNTY offices, including an office trailer at the COUNTY facilities provided by the COUNTY and 2.1 for all field employees which includes full-time inspectors but excludes surveyors. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

(2) For personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals shall not receive additional compensation for performance of overtime work.

(3) The ENGINEER shall be compensated at the flat rate of $125.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.

B. Lump Sum Fee The fee for any requested portion of work may, at the option of the DEPARTMENT, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written authorization to proceed.

C. Reimbursable Expenses The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his designee in writing. Reimbursable expenses may include:

(1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.

(2) Expenses for travel, except that ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.

(3) Expenses incurred by ENGINEER for an office trail or equipment required to perform services at the COUNTY's facilities. In the event the COUNTY requests the ENGINEER to provide an office trailer or any equipment for an office trailer, the COUNTY shall reimburse the ENGINEER for expenses associated with the use of the office trailer such as the lease payments, office furniture and equipment, permitting fees, site preparation fees including installation of utilities, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY

(4) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.

(5) Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.

(5) The ENGINEER shall be required to submit original receipts of all reimbursable expenses.

D. Maximum Compensation The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed five million five hundred thousand dollars ($5,500,000). No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional construction management services. Before any extra work is begun a task authorization from the Department Director shall be given to the Engineer. The Engineer shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055. The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any

significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

7. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.

(1) The ENGINEER shall submit a monthly invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed. The ENGINEER shall provide the COUNTY with a copy of the certified payroll with the execution of this agreement and at any time during the duration of the agreement as requested by the COUNTY.

(2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Procurement Management, Small Business Affair's (DPM) requirements. Invoices shall not be considered valid without said form.

(3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

(1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.

(2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the DPM's requirements. Invoices shall not be considered valid without said form.

(3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.

(4) Payments shall be calculated on a percentage of work completed.

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

9. SCHEDULE OF WORK: The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

10. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER shall present any such objections in writing to the County Mayor. The Director and the ENGINEER shall abide by the decisions of the County Mayor. The decision of the County Mayor shall be subject to review de novo by a court of competent jurisdiction.

11. OWNERSHIP OF DOCUMENTS: 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 ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper

copy of all final documents which are in electronic form shall be delivered to the Director. All drawings shall be AutoCAD format in a version acceptable to the Department. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media.

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

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

14. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as subconsultants: CES Consultants, Inc; Hillers Electrical Engineering, Inc; Straightline Engineering, Inc; Machado Garcia-Serra, LLC; and A.D.A. Engineering, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee after the Department of Procurement Management, Small Business Affairs approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his designee and after the Department of Procurement Management, Small Business Affairs approves the additional subconsultant(s). When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 25% based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Monthly Utilization Report on or before the tenth working day following the preceding month.

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

16. WARRANTY: The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees.

17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Paragraph 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

19. DEFAULT: If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been

made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

20. INDEMNIFICATION AND INSURANCE: Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

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

The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of General Services Administration. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

B. Professional Liability Insurance in the amount of $5,000,000 per claim.

C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.

D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or,

The companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 435, 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

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

21. ORDINANCES: The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:
   (1) A source of income statement;
   (2) A current certified financial statement;
   (3) A copy of the ENGINEER's Current Federal Income Tax Return.

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".
   (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) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
(15) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
(16) Disability Nondiscrimination Affidavit; (Resolution No. 385-95/Americans with Disabilities Act of 1990).
(17) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
(18) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
(19) Resolution No. 185-00, Domestic Violence Leave
(20) Administrative Order 3-39, Architectural and Engineering Selection Process

The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

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

23. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Procurement Management, Small Business Affairs (DPM). The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

24. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The ENGINEER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including

apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

THE ENGINEER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida Statutes 112.041, 112.042 and 112.0113; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this Agreement, the ENGINEER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the ENGINEER shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The ENGINEER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

25. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) 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 ENGINEER 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 ENGINEER 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, proposal submittals, activities of the ENGINEER, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and

corruption.

Upon ten (10) days written notice to the ENGINEER 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 ENGINEER'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, 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 ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this 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 ENGINEER shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The ENGINEER 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 ENGINEER, its officers, agents, employees, subcontractors and suppliers. The ENGINEER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the ENGINEER in connection with the performance of this 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 ENGINEER 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.

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.

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The ENGINEER 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 ENGINEER and County in connection with this agreement. 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 ENGINEER, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

27. DOMESTIC LEAVE: Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.

28. PERFORMANCE EVALUATIONS: 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.

29. ETHICS COMMISSION: Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted

by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

30. ASSIGNMENT OF AGREEMENT: This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.

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

32. MODIFICATION: No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

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

34. SECURITY RESTRICTIONS: Access to the COUNTY's sites are restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to the COUNTY's property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. Prior to commencing work, the ENGINEER shall meet with a Plant Superintendent to submit required information and discuss security relating to the project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the subconsultants comply with security ordinance and all restrictions.

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

36. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

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

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____

WITNESSETH:

Signature

Debra Acklen
Printed Name

Signature

Roseann Kinneary
Printed Name

Approved as to form
and legal sufficiency.

10/31/07
Assistant County Attorney

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

By: _____
County Mayor

_____, Inc.
Firm Name (Place Corporate Seal)

By: _____
President

Frank J. Gorry
Printed Name

EXHIBIT "A"
AFFIDAVITS
Agreement Number
07ETCI004

I, Agustin E. Maristany, PE, as the duly authorized representative of
Affiant

Earth Tech Consulting, Inc. being first duly sworn

state: Earth Tech Consulting, Inc.
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade County is: Earth Tech Consulting, Inc.3750 NW 87th Ave., Suite 300, Miami, FL 33178

Federal Employer Identification Number
95-2661922
and does solemnly swear and certify to the following affidavits that are required and made a part of this agreement.

1. FAMILY LEAVE PLAN
ORDINANCE NO. 91-142 (Sec. 11 A-29 et Seq. of the County Code)

The provision of Miami-Dade County Ordinance No. 91-142, Section 2, "FAMILY LEAVE", apply to every employer which meets either or both of the following conditions:

Has in the regular course of business more that fifty (50) employees working in Miami-Dade County for each working day during each of twenty (20) or more weeks in the current preceding calendar year;

Does business with Miami-Dade County and has at least fifty (50) employees for each working day during each of twenty (20) or more weeks in the current or preceding calendar year.

(Check the appropriate box)

_____ Does not meet either of the above listed conditions.

__X__ Meets one or both of the above listed conditions; and it is familiar with and will abide by the requirements of Ordinance No. 91-142.

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a Corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee each beneficiary. All such names and addresses are: See Attachment "A"

_____ %
_____ %
_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?

No

4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.

5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender.

6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

3. ANNUAL DRUG-FREE WORKPLACE Ordinance No. 92-15(Sec. 2-8.1.2 of the County Code)

A. The engineer certifies that as of the commencement date of this Agreement with Miami-Dade County it shall provide a drug-free workplace for its employees, and

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled

substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:

(a) the dangers of drug abuse in the workplace;

(b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;

(c) any available drug counseling, rehabilitation, and employee assistance programs; and

(d) the penalties that may be imposed upon employees for drug abuse violations

2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;

3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
(a) abide by the terms of the statement; and
(b) notify the contracting entity of any criminal drug statute convection for a violation occurring in the workplace no later than five 5 days after such conviction;

4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;

5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.
The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION
Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment,

provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336-104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794.

The Federal Transit Act, as amended 49 U.S.C. Sections 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE ORDINANCE 93-129

The ENGINEER or his agents, officers, principals, stockholders, subconsultants or their affiliates are not debarred by Miami-Dade County.

6. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC CRIMES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1,1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contedere.

3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
    1) A predecessor or successor of a person convicted of a public entity crime: or
    2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity

crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list (Please describe

any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD ORDINANCE NO. 94-34

The ENGINEER, as of the date of the execution of this Agreement:

__X__ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has convicted of a felony during the past ten (10) years.

8. DELINQUENT OF CURRENTLY DUE FEES OR TAXES ORDINANCE NO. 95-178

Except for small purchase orders and sole source contracts, convention and your is development taxes, all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses taxes - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the ENGINEER been paid.

9. DOMESTIC VIOLENCE LEAVE

In compliance with Miami-Dade County Resolution Number 185-00, the ENGINEER certifies that its compliance with the Domestic Leave Ordinance No. 99-5; codified at 11A-60 et. Seq. of the Miami-Dade County Code, providing domestic violence leave to their employees. In addition, I understand that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

10. PAYMENTS TO COUNTY ARE NOT IN ARREARS ORDINANCE NO. 99-162

In compliance with Miami-Dade County Ordinance Number 99-162, the ENGINEER is not in arrears on any payment under a contract, promissory note or other loan document with the COUNTY either directly or indirectly by which the ENGINEER has a controlling interest. In addition, I understand that failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

11. CODE OF BUSINESS ETHICS AFFIDAVIT
(ORDINANCE 01-96)
[DADE COUNTY CODE SEC. 2-8.1(i)]

The Engineer, as of the date of execution of this Agreement,

Has adopted a code of business ethics and will comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance.

Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

I have carefully read this entire eight page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this 19th day of October, 2007, by Agustin Maristany on behalf of Earth Tech

✓ Who is personally know to me
___ Who produced identification:

Type of Identification: _____

Mary L. Roberts
Signature of Notary Public
State of Florida at Large

Mary L. Roberts
Print, type or stamp name of notary public

_____
Legal Name & Title

A. Maristany
Signature of Affidavit

MARY L. ROBERTS
Comm# DD0359157
Expires 10/1/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

ATTACHMENT "A"

Directors

Currently Authorized:	Minimum:	Maximum:	Quorum:	Classes:

	Title	Effective	First Elected	Last Elected
Charles S. Alpert	Director	9/17/2007	9/17/2007	9/17/2007
John E. Evard Jr.	Vice President & Assistant Treasurer	5/19/2006	3/1/2003	6/26/2007
Bruce Ramo	Director	3/16/2007	3/16/2007	6/25/2007
Alan P. Krusi	Director	5/18/2006	3/2/2005	6/25/2007

Officers

	Title	Effective	First Elected	Last Elected
Montgomery W. Smith	Vice President	5/19/2006	5/19/2006	6/26/2007
Charles S. Alpert	Vice President	5/19/2006	3/1/2003	6/26/2007
Richard L Baran	Vice President	5/19/2006	10/18/2005	6/26/2007
Barbara A. Krouzecky	Assistant Secretary	5/19/2006	10/18/2005	6/26/2007
Alan P. Krusi	President	5/19/2006	3/2/2005	6/26/2007
Robert J. O'Connell	Vice President & Assistant Treasurer	5/19/2006	5/20/2005	6/26/2007
James Parent	Vice President & Assistant Treasurer	6/26/2007	6/26/2007	6/26/2007
Steven E. Thompson	Vice President	5/19/2006	4/14/2003	6/26/2007
Timothy Timmerman	Vice President & Assistant Treasurer	6/26/2007	6/26/2007	6/26/2007
Kevin MacKay	Treasurer	6/26/2007	6/26/2007	6/26/2007
Charles S. Alpert	Assistant Secretary	5/19/2006	3/1/2003	6/26/2007
William E. Garrett	Assistant Secretary	5/19/2006	6/29/2001	6/26/2007
John S. Jenkins Jr.	Secretary	9/18/2007	9/18/2007	9/18/2007

Form **W-9**
(Rev October 2004)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as reported on your income tax return)

Business name if different from above
Earth Tech, Inc.

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
7870 Villa Park Drive STE 400

Requester's name and address (optional)

City, state, and ZIP code
Richmond, VA 23228

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
| 9 | 5 | 2 | 6 | 6 | 1 | 9 | 2 | 2 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — Signature of U.S. person ▶ [signature] Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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