

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

MEMORANDUM



Date: January 22, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager

Resolution No. R-73-09

Subject: Contract Award Recommendation for Coastal Wetlands Rehydration Demonstration Project (CWRDP) - Project No: E08-WASD-02; Contract No: E08-WASD-02 (A) to MWH Americas, Inc. in the amount of \$8.8 million

RECOMMENDATION

It is recommended that the Board approve the award of Contract No. E08-WASD-02 (A) to MWH Americas, Inc. in the amount of \$8.8 million to provide engineering services for planning, design, construction management, operation and evaluation of an approximately 230,000 gallons per day (gpd) advanced wastewater treatment pilot plant project at the South District Wastewater Treatment Plant (SDWWTP).

DELEGATION OF AUTHORITY The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County.

SCOPE:

PROJECT NAME: Coastal Wetlands Rehydration Demonstration Project (CWRDP)

PROJECT NO: E08-WASD-02

CONTRACT NO: E08-WASD-02 (A)

PROJECT DESCRIPTION:

MWH Americas, Inc. will provide engineering services for the planning, design, construction management, operation and evaluation of an approximately 230,000 gpd advanced wastewater treatment pilot project at the SDWWTP.

The scope of work will include the following services and any supportive tasks ancillary to the primary scope:

- Planning services for the preparation of aquatic toxicity and ecological fate testing plans. The toxicity tests and environmental fate tests as outlined in the testing plan will be conducted by Florida International University (FIU) under a separate agreement. The selected consultant will work in conjunction with FIU.
- Design, permitting and bid services will consist of the preparation of detailed design documents, general and technical specifications, probable construction costs, value engineering coordination, preparation of all permit documents and applications, and assistance during the bid process.

- Construction management services will include resident engineering services, design services during construction, and inspection services; start-up and stabilization of the pilot plant and all operational and maintenance requirements for the duration of the demonstration project, which is estimated to be three to four years.
- Project management services are anticipated to include compiling and documenting the results of the demonstration project, as well as all technical and peer review comments; facilitate and document all stakeholder meetings and/or workshops; and coordinate tasks with FIU's scope of services.
- The preparation of a report on the feasibility of constructing a large scale project for rehydrating the Coastal Wetlands with reclaimed water from the SDWWTP.

PROJECT LOCATION: SDWWTP 8950 SW 232 Street, Miami, Florida

PROJECT SITES:	SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
	#75310	8950 SW 232ND ST , 33032	8	\$8,800,000	56-21-40

PRIMARY COMMISSION DISTRICT: District 8 Katy Sorenson

APPROVAL PATH: Special Section 2-8.2.11 of the Code of Miami-Dade County

OCI A&E PROJECT NUMBER: E08-WASD-02 (A)

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

FISCAL IMPACT/FUNDING SOURCE:

OPERATIONS COST IMPACT/FUNDING: The operational cost associated for the pilot plant consists of electrical power estimated at \$30,000 per year. The pilot plant will be in operation for approximately four years.

MAINTENANCE COST IMPACT/FUNDING: There will be minimum maintenance cost for the pilot plant, which will include chemical costs estimated at \$50,000 per year.

LIFE EXPECTANCY OF ASSET: The life expectancy of the pilot plant is for the duration of the project estimated for four years.

FUNDING SOURCE:	SOURCE	AMOUNT
	Wastewater Connection Charges, WASD Revenue Bonds Sold and Future WASD Revenue Bonds	<u>\$8,800,000.00</u>

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECT:	<u>CAPITAL BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	965630- WASTEWATER TREATMENT PLANTS EFFLUENT REUSE	\$8,800,000.00
	Book Page:277 Volume 3 Funding Year: Proposed Capital Budget Book for FY 2008-2009 from Prior Years' Funds	

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE CODE DESCRIPTION

- Prime 6.03 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
- Other 10.03 ENVIRONMENTAL ENGINEERING - BIOLOGY SERVICES
- Other 10.08 ENVIRONMENTAL ENGINEERING - PATHOGEN AND CONTAMINANT RISK ANALYSIS
- Other 11.00 GENERAL STRUCTURAL ENGINEERING
- Other 12.00 GENERAL MECHANICAL ENGINEERING
- Other 13.00 GENERAL ELECTRICAL ENGINEERING
- Other 16.00 GENERAL CIVIL ENGINEERING
- Other 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

NTPC'S DOWNLOADED: 100

PROPOSALS RECEIVED: 5

CONTRACT PERIOD: 2,555 Days. 7 years: Design and Permitting 1 year; Bidding 6 months; Construction/Start-up 1 year; Operation/Testing Monitoring 4 years; Evaluation of full scale feasibility 6 months.

CONTINGENCY PERIOD: 0 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$8,000,000.00

BASE CONTRACT AMOUNT: \$8,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$800,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$8,800,000.00

TRACK RECORD/MONITOR:

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: At the First-Tier meeting held on July 14, 2008, the Competitive Selection Committee voted to hold a Second-Tier meeting with the four highest ranking firms out of the five firms that submitted proposals. The fifth firm was found non-responsive. On August 4, 2008 the Selection Committee reconvened to re-evaluate the fifth proposal and voted to hold a Second-Tier meeting with all five firms. The Second-Tier meeting was held on August 28, 2008. The Competitive Selection Committee ranked MWH Americas, Inc. as the highest ranking firm.

The Negotiation Committee was approved by the County Manager on September 10, 2008. On October 17, 2008 the Negotiation Committee met with MWH Americas, Inc. and concluded its negotiations on October 23, 2008. This is the recommendation to award the contract to MWH Americas, Inc.

Based on the Office of Capital Improvements CIIS database, MWH Americas, Inc. contains eight evaluations with an average rating of 3.9 out of a possible 4.0 points, a better than satisfactory performance by this vendor.

SUBMITTAL DATE: 6/25/2008

ESTIMATED NOTICE TO PROCEED: 1/30/2009

PRIME CONSULTANT: MWH Americas, Inc.

COMPANY PRINCIPAL: Luis Casado, P.E.

COMPANY QUALIFIERS: Luis Casado, P.E.

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

COMPANY STREET ADDRESS: 2655 Lejeune Road, Suite 320

COMPANY CITY-STATE-ZIP: Coral Gables, FL 33134

YEARS IN BUSINESS: 51

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:

According to the Firm's History Report provided by the Department of Small Business Development, MWH Americas, Inc. has been awarded three (3) contracts for a total dollar value of \$13,350,000.00.

SUBCONSULTANTS:

A.D.A Engineering, Inc.; ~~Brown and Caldwell~~; C H Perez & Associates, Consulting Engineers, Inc.; ~~Consul-Tech Development~~; Florida Spectrum Environmental Services, Inc; Milian, Swain & Associates, Inc.; MAGBE Consulting Services; NOVA Consulting, Inc. and Tetra Tech, Inc. Brown and Caldwell (Corporation); ~~Consul-Tech Development Services, Inc.~~

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:

No

REVIEW COMMITTEE:

MEETING DATE: 4/2/2008 SIGNOFF DATE: 4/2/2008
 RESUBMIT DATE: 5/28/2008 RESUBMIT SIGNOFF: 5/28/2008

RESPONSIBLE WAGES:

No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
	CBE	20.00%	\$1,760,000.00	CBE
	CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE:

No

CONTRACT MANAGER NAME/PHONE/EMAIL:

Patty David 786-552-8040 pattyd@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL:

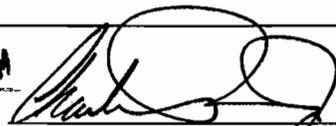
James Ferguson 786-552-8357 JFERG@miamidade.gov

Background

BACKGROUND:

This project is needed to meet one of the conditions stipulated in the 20-Year Water Use Permit, which is to determine if reclaimed water can be used for rehydration of the Biscayne Bay Coastal Wetlands. WASD needs to increase the amount of reclaimed water to meet future water demands, rehydrating the coastal wetlands with reclaimed water is one potential reuse option. To make sure no adverse ecological/environmental impacts occur an extensive pilot and testing program is proposed.

BUDGET APPROVAL FUNDS AVAILABLE:

AK

 OSBM DIRECTOR

12/04/2008 *JS ok*
 DATE

APPROVED AS TO LEGAL SUFFICIENCY:


 COUNTY ATTORNEY

11/15/08
 DATE

CAPITAL IMPROVEMENTS CONCURRENCE:

2/16

 OCT DIRECTOR

12-17-08
 DATE


 ASSISTANT COUNTY MANAGER

12/23
 DATE

CLERK DATE

DATE

Contract to Award
Engineering Services for the Coastal Wetlands Rehydration Demonstration
Project at the South District Wastewater Treatment Plant
Project No. E08-WASD-02(A)
MWH AMERICAS, INC.

BUDGET PROJECT AND DESCRIPTION:

965630- Wastewater Treatment Plants Effluent Reuse

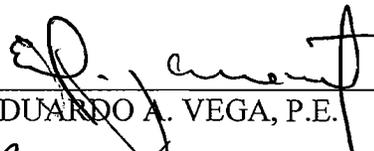
FUNDING SOURCE:

WASD Revenue Bonds Sold
Future WASD Revenue Bonds
Wastewater Connection Charges

INDEX CODES:

EW643, EW623 and 2009S

**ASSISTANT DIRECTOR,
ENGINEERING:**



EDUARDO A. VEGA, P.E. 11/13/2008
DATE

**BUDGETARY & FINANCIAL
ADVISOR TO THE DIRECTOR**



PEDRO VELAZQUEZ 11/18/2008
DATE

**ASSISTANT DIRECTOR,
FINANCE**



DIANE CAMACHO 11/18/08
DATE

**DEPUTY DIRECTOR,
OPERATIONS**



JOSEPH A. RUIZ, JR. 11/19/08
DATE



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: January 22, 2009

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

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

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

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

Veto _____

1-22-09

Override _____

RESOLUTION NO. R-73-09

RESOLUTION APPROVING NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NO. E08-WASD-02 (A) IN THE AMOUNT OF \$8,800,000 TO MWH AMERICAS, INC. TO PROVIDE ENGINEERING SERVICES FOR PLANNING, DESIGN, CONSTRUCTION MANAGEMENT, OPERATION AND EVALUATION OF AN APPROXIMATELY TWO HUNDRED THIRTY THOUSAND GALLONS PER DAY ADVANCED WASTEWATER TREATMENT PILOT PLANT PROJECT AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Non-Exclusive Professional Services Agreement No. E08-WASD-02 (A) in the amount of \$8,800,000 to provide engineering services for planning, design, construction management, operation and evaluation of an approximately two hundred thirty thousand gallons per day advanced wastewater treatment pilot plant project at the South District Wastewater Treatment Plant; in substantially the form attached hereto and made a part hereof; and authorizes the Mayor or Mayor's designee to execute same and to exercise the provisions contained therein.

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

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

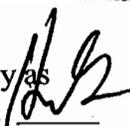
The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

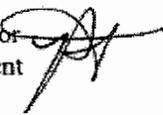


Approved by County Attorney as
to form and legal sufficiency. 

Henry N. Gillman

DATE: August 7, 2008

TO: Johnny Martinez, Jr., P.E., Director
Office of Capital Improvements

FROM: Penelope Townsley, Director
Small Business Development 

SUBJECT: Compliance Review
Design/Build Project No. E08-WASD-02A
Engineering Services for the Coastal Wetlands Rehydration Demonstration Project

Department of Small Business Development (SBD) 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 20% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Parsons Water & Infrastructure, Inc. (#1), Hazen and Sawyer, P.C. (#2), CH2M Hill, Inc. (#3), Carollo Engineers, A Professional Corporation (#4), and MWH Americas, Inc. (#5) for compliance review.

Parsons Water & Infrastructure, Inc. (#1) submitted the required Schedule of Participation that listed CBE sub-consultants Fraga Engineers to perform General Mechanical Engineering, General Electrical Engineering, and Engineering Construction Management at 1%, Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Biology Services, General Civil Engineering, and Engineering Construction Management at 10%, and Nova Consulting, Inc. to perform Environmental Engineering-Pathogen and Contaminant Risk Analysis, General Civil Engineering, and Engineering Construction Management at 9%. The Letters of Intent submitted for Fraga Engineers and Milian, Swain & Associates were in agreement with the Schedule of Participation. However, the Letter of Intent submitted for Nova Consulting listed them to perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Pathogen and Contaminant Risk Analysis, General Civil Engineering, and Engineering Construction Management. In a clarification letter to the Department of Small Business Development, Parsons Water confirmed that Nova Consulting would perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Pathogen and Contaminant Risk Analysis, General Civil Engineering, and Engineering Construction Management. Parsons Water & Infrastructure, Inc. is in compliance with the CBE Participation Provisions.

Hazen and Sawyer, P.C. (#2) submitted required Schedule of Participation that listed CBE sub-consultants Nova Consulting, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Pathogen and Contaminant Risk Analysis, General Civil Engineering, and Engineering Construction Management at 15% and CES Consultants, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, General Structural Engineering, General Civil Engineering, and Engineering Construction Management 10%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Hazen and Sawyer, P.C. is in compliance with the CBE Participation Provisions.

CH2M Hill, Inc. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants Milian, Swain & Associates, Inc. to perform Environmental Engineering-Biology Services, General Civil Engineering, and Engineering Construction Management at 16% and ES Consultants, Inc. to perform Architecture and Engineering Construction Management at 4%. The Letter of Intent submitted for Milian Swain was in agreement with the Schedule of Participation; however, the Letter of Intent submitted for ES Consultants listed them to perform General Civil Engineering and Engineering Construction Management. In a clarification letter to the Department of Small Business Development, CH2M Hill confirmed that ES Consultants would perform General Civil Engineering and Engineering Construction Management. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

Compliance Memorandum
Johnny Martinez, Jr., P.E.
August 7, 2008
Project No. E08-WASD-02A
Page 2

Carollo Engineers, A Professional Corporation (#4) submitted the required Schedule of Participation that listed CBE sub-consultants CES Consultants, Inc. to perform General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 10.4% and Cardozo Engineering, Inc. to perform Engineering Construction Management at 10.4%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Carollo Engineers, A Professional Corporation is in compliance with the CBE Participation Provisions.

MWH Americas, Inc. (#5) submitted the required Schedule of Participation that listed CBE sub-consultants Nova Consulting, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Pathogen and Contaminant Risk Analysis, General Civil Engineering, and Engineering Construction Management at 10%, Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Biology Services, General Civil Engineering, and Engineering Construction Management at 5%, and A.D.A. Engineering, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, General Structural Engineering, General Mechanical Engineering, General Electrical Engineering, General Civil Engineering, and Engineering Construction Management at 4%. The Schedule of Participation also listed CH Perez & Associates Consulting Engineers, Inc. to perform General Civil Engineering, and Engineering Construction Management at 1%; however, their CBE certification has expired since the proposal's submittal. The CBE-A/E Participation Provisions, Section C.3., states: "A CBE-A/E must have a Prequalification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from proposal submittal throughout the duration of agreement, with the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program." Additionally, Section E.2. of the same Provisions also states: "The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal." An Investigatory Hearing was held on Monday July 21, 2008 by SBD to address the firm's non-compliance and to afford MWH an opportunity to be heard. Additionally, on July 21, 2008 a request for a Legal Opinion was also submitted to the County Attorney's Office to determine MWH's responsiveness. The opinion from the County Attorney's Office stated the following: "In our view, under these facts, CBE's temporary loss of certification due to administrative oversight, occurring and cured after bid submittal and prior to bid award, is not a material deviation from the requirements of the ordinance and does not render MWH's proposal not responsive to the solicitation. Because responsiveness is determined as of the time of proposal opening, and the firm was a CBE at that time, MWH's proposal is responsive."

Please note that SBD 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. Wallers, Jr. at (305) 375-3138.

cc: Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBD
File



**Dept. of Business Development
Project Worksheet**

Project/Contract Title: ENGINEERING SERVICES FOR THE COASTAL WETLANDS REHYDRATION DEMONSTRATION PROJECT (SIC 871) RC Date: 05/28/2008
 Project/Contract No: E08-WASD-02A Funding Source: Item No: 1-01
 Department: WATER & SEWER DEPARTMENT FUTURE WASD REVENUE Resubmittal Date(s): 04/02/2008
 Estimated Cost of Project/Bid: \$4,800,000.00 BONDS
 Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE CONSULTING SERVICES FOR THE COASTAL WETLANDS REHYDRATION DEMONSTRATION PROJECT AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT. THE PURPOSE OF THIS PROJECT IS TO EVALUATE THE POTENTIAL EFFECTS OF REHYDRATING THE BISCAYNE BAY COASTAL WETLANDS WITH HIGHLY TREATED RECLAIMED WATER.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CBE	20.00%

Reasons for Recommendation

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

The proposed Professional Services Agreement will be for a seven (7) year period.

Reason for resubmittal: category 10.04 (Env. Engineering-Chemistry) which accounted for 40% of the project, was removed.

The total estimated cost of this PSA is \$8,000,000; however, 40% of the scope of work (\$3,200,000) will be utilized for water analysis by a certified laboratory via a dedicated account which will be established in the "Contract Award Recommendation". The remaining 60% is reflective of A & E technical categories totaling \$4,800,000 (or 60%). CBE goal remains at 20%.

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-W & S SEWAGE TREATMENT PLANT	CBE	\$480,000.00	10.00%	14	
GENERAL MECHANICAL ENGINEERING	CBE	\$96,000.00	2.00%	20	
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$240,000.00	5.00%	74	
GENERAL CIVIL ENGINEERING	CBE	\$48,000.00	1.00%	56	
GENERAL ELECTRICAL ENGINEERING	CBE	\$96,000.00	2.00%	23	
Total		\$960,000.00	20.00%		

Living Wages: YES NO

Responsible Wages: YES NO

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 <u>20%</u>	Bid Preference _____	
No Measure	Deferred _____	Selection Factor _____	
	<u>5.28.08</u>		_____
Chairperson, Review Committee	Date	County Manager	Date



Dept. of Business Development
Project Worksheet

Project/Contract Title: ENGINEERING SERVICES FOR THE COASTAL WETLANDS REHYDRATION DEMONSTRATION PROJECT (SIC 871) RC Date: 04/02/2008
 Project/Contract No: E08-WASD-02 Funding Source: Item No: 1-04
 Department: WATER & SEWER DEPARTMENT FUTURE WASD REVENUE
 Estimated Cost of Project/Bid: \$8,000,000.00 BONDS Resubmittal Date(s):
 Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE CONSULTING SERVICES FOR THE COASTAL WETLANDS REHYDRATION DEMONSTRATION PROJECT AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT. THE PURPOSE OF THIS PROJECT IS TO EVALUATE THE POTENTIAL EFFECTS OF REHYDRATING THE BISCAZYNE BAY COASTAL WETLANDS WITH HIGHLY TREATED RECLAIMED WATER.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CBE	20.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.
 The proposed Professional Services Agreement will be for a seven (7) year period.
 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-W & S SEWAGE TREATMENT PLANT	CBE	\$800,000.00	10.00%	14
GENERAL MECHANICAL ENGINEERING	CBE	\$160,000.00	2.00%	20
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$400,000.00	5.00%	74
GENERAL CIVIL ENGINEERING	CBE	\$80,000.00	1.00%	56
GENERAL ELECTRICAL ENGINEERING	CBE	\$160,000.00	2.00%	23
Total		\$1,600,000.00	20.00%	

Living Wages: YES NO
 Responsible Wages: YES NO

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 <u>20%</u>	Bid Preference _____	
No Measure	Deferred _____	Selection Factor _____	
	Date <u>4.2.08</u>		Date _____
Chairperson, Review Committee		County Manager	

STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
(dollars in thousands)

WASTEWATER TREATMENT PLANTS EFFLUENT REUSE

PROJECT # 965630

DESCRIPTION: Plan and construct facilities for an effluent reuse system at wastewater treatment plants

LOCATION: Systemwide
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Wastewater Connection Charges	12,540	14,826	2,310	0	0	0	0	0	29,676
WASD Revenue Bonds Sold	5,482	0	0	0	0	0	0	0	5,482
Future WASD Revenue Bonds	0	0	14,767	104,736	157,728	101,772	9,196	316,690	704,889

TOTAL REVENUE: 18,022 14,826 17,077 104,736 157,728 101,772 9,196 316,690 740,047

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	553	874	3,115	9,531	14,353	9,261	837	28,819	67,343
Construction	5,522	8,730	31,131	95,205	143,375	92,511	8,359	287,871	672,704

TOTAL EXPENDITURES: 6,075 9,604 34,246 104,736 157,728 101,772 9,196 316,690 740,047

WASTEWATER TREATMENT PLANTS MISCELLANEOUS UPGRADES

PROJECT # 9652061

DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements

LOCATION: Wastewater Treatment Plants
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Wastewater Renewal Fund	1,055	0	0	0	0	0	0	0	1,055
Wastewater Connection Charges	462	0	0	0	0	0	0	0	462
WASD Revenue Bonds Sold	298	0	0	0	0	0	0	0	298
Future WASD Revenue Bonds	0	0	0	0	0	1,350	1,325	1,325	4,000

TOTAL REVENUE: 1,815 0 0 0 0 1,350 1,325 1,325 5,815

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	20	27	27	45	46	123	121	121	530
Construction	195	273	272	455	455	1,227	1,204	1,204	5,285

TOTAL EXPENDITURES: 215 300 299 500 501 1,350 1,325 1,325 5,815

BUDGET PROJECT 965630

Project Title: 965630-WASTEWATER TREATMENT PLANTS EFFLUENT REUSE

Project Desc: Begin planning and construction of facilities for an effluent reuse system at wastewater treatment plants

Project(\$\$ in 000's)	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
Expenditures	6,075,000	9,604,000	34,246,000	104,736,000	157,728,000	101,772,000	9,196,000	316,690,000
Revenue	18,022,000	14,826,000	17,077,000	104,736,000	157,728,000	101,772,000	9,196,000	316,690,000

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
Planning/Design	553,000	874,000	3,115,000	9,531,000	14,353,000	9,261,000	837,000	28,819,000
Construction	5,522,000	8,730,000	31,131,000	95,205,000	143,375,000	92,511,000	8,359,000	287,871,000

CDPWeb Project Revenue (\$ IN 000'S)

Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
Wastewater Connection	12,540,000	14,826,000	2,310,000	0	0	0	0	0

CIIS Site Funding Info

SITE / Location:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
73090-3989 RICKENBACKER CSWY	18,022,000	14,826,000	17,077,000	104,736,000	157,728,000	101,772,000	9,196,000	0

Current Contracts for Project 965630

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	E07-WASD-02 (A)	Design and Construction Manage	\$0.00	\$15,577,000.00	\$50,000,000.00
WS	E07-WASD-02 (A)	Design and Construction Manage	\$0.00	\$15,662,000.00	\$50,000,000.00
WS	E07-WASD-02 (A)	Design and Construction Manage	\$0.00	\$10,673,000.00	\$50,000,000.00
WS	E07-WASD-02 (A)	Design and Construction Manage	\$0.00	\$13,088,000.00	\$50,000,000.00
WS	E07-WASD-03	Design and Construction Manage	\$0.00	\$2,530,000.00	\$2,300,000.00
WS	E07-WASD-03	Design and Construction Manage	\$0.00	\$2,530,000.00	\$2,300,000.00
WS	E07-WASD-03	Design and Construction Manage	\$0.00	\$2,530,000.00	\$2,300,000.00
WS	E07-WASD-03	Design and Construction Manage	\$2,530,000.00	\$0.00	\$2,300,000.00
WS	E07-WASD-04 (A)	Design and Construction Manage	\$3,740,000.00	\$0.00	\$3,400,000.00
WS	E07-WASD-04 (A)	Design and Construction Manage	\$0.00	\$3,740,000.00	\$3,400,000.00
WS	E07-WASD-07 (A)	Design of a Distribution Pipel	\$1,650,000.00	\$0.00	\$1,500,000.00
WS	E07-WASD-07 (A)	Design of a Distribution Pipel	\$0.00	\$1,650,000.00	\$1,500,000.00
WS	E07-WASD-08 (A)	Design of Transmission Pipelin	\$2,750,000.00	\$0.00	\$2,500,000.00
WS	E07-WASD-08 (A)	Design of Transmission Pipelin	\$0.00	\$2,750,000.00	\$2,500,000.00
WS	E08-WASD-02 (A)	Coastal Wetlands Rehydration D	\$8,800,000.00	\$0.00	\$8,000,000.00

WS	<u>E08-WASD-02 (A)</u>	Coastal Wetlands Rehydration D	\$0.00	<u>\$8,800,000.00</u>	\$8,000,000.00
WS	<u>E08-WASD-02 (A)</u>	Coastal Wetlands Rehydration D	\$0.00	<u>\$8,800,000.00</u>	\$8,000,000.00
Total Allocated:			\$19,470,000.00	\$88,330,000.00	



MIAMI DADE COUNTY A&E Firm History Report

From: 12/05/2003 To: 12/05/2008

FIRM NAME: MWH AMERICAS, INC.
2655 Le Jeune Rd, Suite 320
Coral Gables, FL 33134

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E04-WASD-04	1	WS	GOAL CBE 10%	02/04/2005	\$2,020,000.00	\$1,230,988.10	\$0.00		<ul style="list-style-type: none"> * CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. - \$45,793.28 * COLUMBIA ANALYTICAL SERVICES, INC. - \$0.00 * ERMA-WEST, INC. - \$74,500.00 * HAZEN AND SAWYER, P.C. - \$15,245.66 * NOVA CONSULTING, INC. - \$132,334.02 * ODOR SCIENCE & ENGINEERING, INC. - \$12,400.00
					\$2,020,000.00				
E06-WASD-12	1	WS	GOAL CBE 35%	10/02/2007	\$8,800,000.00	\$595,000.00	\$0.00	07/03/2008	<ul style="list-style-type: none"> * BND ENGINEERS, INC. - \$8,612.28 * CARDOZO ENGINEERING, INC. - \$0.00 * CONSUL-TECH DEVELOPMENT SERVICES, INC. - \$13,000.56 * HR ENGINEERING SERVICES, INC. - \$0.00 * MEDIA RELATIONS GROUP, LLC - \$0.00 * MILIAN, SWAIN & ASSOCIATES, INC. - \$0.00 * NOVA CONSULTING, INC. - \$61,446.00
					\$8,800,000.00				
E07-WASD-03 (A)	1	WS	GOAL CBE 25%	12/04/2007	\$2,530,000.00	\$316,976.13	\$0.00	07/03/2008	<ul style="list-style-type: none"> * BCC ENGINEERING, INC. - \$0.00 * CES CONSULTANTS, INC. - \$0.00 * CONSUL-TECH DEVELOPMENT SERVICES, INC. - \$4,895.16 * GEOSOL, INC. - \$0.00 * HAZEN AND SAWYER, P.C. - \$7,206.51 * MEDIA RELATIONS GROUP, LLC - \$0.00 * MILIAN, SWAIN & ASSOCIATES, INC. - \$8,906.82 * NOVA CONSULTING, INC. - \$0.00 * SEPARATION PROCESSES, INC. - \$12,640.00
					\$2,530,000.00				

* Indicates closed or expired contracts



MIAMI DADE COUNTY A&E Firm History Report

From: 12/05/2003 To: 12/05/2008

PRIMES

FIRM NAME: MWH AMERICAS, INC.
2655 Le Jeune Rd, Suite 320
Coral Gables, FL 33134

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
Total Award Amount									
						\$13,350,000.00			
Total Change Orders Approved by BCC									
						\$13,350,000.00			
Total Change Orders Approved After Requested Date Range									
						\$0.00			
Total Change Orders Pending									
						\$0.00			
						<u>\$13,350,000.00</u>			

18

* Indicates closed or expired contracts

Exit



OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Tuesday, December 09, 2008

All Contracts for FEIN 951878805
MWH Americas, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	WS	PSA	05MWA004	Odor Control Evaluation and Design for Wastewater Fa	MWH Americas, Inc.	3/31/2008	\$2,000,000	5/30/2007	0% / Work Order within Duration
30	WS	PSA	E01-WASD-05, Project 1	Program Management Services for Wastewater Peak Flow	MWH Americas, Inc.	11/2/2005	\$2,000,000	4/24/2008	84% / Work Order within Duration
7	WS	PSA	E06-WASD-12	Proposed Upgrades to MDWASD's CDWWTP and its appurte	MWH Americas, Inc.	N/A	\$8,000,000	5/5/2008	0% / On Schedule
7	WS	PSA	E07-WASD-03	Design and Construction Management Services for the	MWH Americas, Inc.	7/15/2012	\$2,300,000	4/22/2008	0% / On Schedule
8	WS	PSA	E08-WASD-02 (A)	Coastal Wetlands Rehydration Demonstration Project (MWH Americas, Inc.	N/A	\$8,000,000		0% / N/A
Totals:						5	\$22,300,000		

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

Contracts Status View

Exit

Projects

Goto Top



Capital Improvements Information System

Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
WS	E01-WASD-05, Project 1	PSA	Montgomery Watson Harza	11/7/2006	Howard J. Fallon Jr., P.E.	Completion of study or design	3.8
WS	E01-WASD-05, Project 1	PSA	Montgomery Watson Harza	11/16/2006	Peter M Jelonek	Completion of study or design	3.7
WS	E07-WASD-03	PSA	Montgomery Watson Harza	8/6/2008	Eduardo M. Luis	Project conclusion or closeout	3.9
WS	E06-WASD-12	PSA	Montgomery Watson Harza	11/24/2008	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E01-WASD-05, Project 1	PSA	MWH Americas, Inc.	11/7/2006	Howard J. Fallon Jr., P.E.	Completion of study or design	3.8
WS	E06-WASD-12	PSA	MWH Americas, Inc.	11/24/2008	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E07-WASD-03	PSA	MWH Americas, Inc.	8/6/2008	Eduardo M. Luis	Project conclusion or closeout	3.9
WS	E01-WASD-05, Project 1	PSA	MWH Americas, Inc.	11/16/2006	Peter M Jelonek	Completion of study or design	3.7

Evaluation Count: 8 Contractors: 1 Average Evaluation: 3.9

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
MWH AMERICAS, INC.

Agreement No. 08MWA007

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of ____, 2008, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and MWH AMERICAS, INC. a Denver corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide - Engineering Services for the Coastal Wetlands Rehydration Demonstration Project (CWRDP) hereinafter referred to as the "Project".

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Subject</u>
1.	County Obligations and Authorization to Proceed
2.	Professional Services
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
14.	Subconsultants
15.	Prompt Payment to Small Business Subconsultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance

Project No. E08-WASD-02(A)
Agreement No. 08MWA007
11/03/2008

21. Ordinances
22. Sustainable Building Program
23. Proprietary Information
24. Affirmative Action Plan
25. Equal Opportunity
26. Office of the County Inspector General
27. Independent Private Sector Inspector General
28. Domestic Leave
29. Performance Evaluations
30. Ethics Commission
31. Assignment of Agreement
32. Entirety of Agreement
33. Modification
34. Governing Law
35. Security Restrictions
36. Sanctions for Contractual Violations
37. Severability

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED: The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as the "WASD", 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 WASD, 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 WASD. The services under this Agreement shall be performed by the ENGINEER. Said services include providing consulting services for the planning, design, construction management, operation and evaluation of an approximately two hundred thirty thousand (230,000) gallons per day (gpd) advanced wastewater treatment pilot plant for the CWRDP.

The ENGINEER will be updating the draft Monitoring Plan of the CWRDP. The monitoring plan will outline specific water quality and biological data collection and provide sampling locations, parameter lists, methods and frequencies. The monitoring plan will be designed to provide the data and information necessary to evaluate the CWRDP project performance in meeting its goals and objectives, conducting data gap analysis, collecting and analyzing additional samples for a baseline assessment and analyzing associated data. Finally, with the completion of the above evaluations, a technological and economic feasibility analysis and associated report for implementing the full scale project will be required.

The ENGINEER will provide the following services and any supportive task ancillary to the primary scope of services:

Planning Services: Including the preparation of aquatic toxicity and ecological fate testing plans in conjunction with an Ecological Advisory Committee; data gap analysis; finalizing a water quality monitoring plan for both the pilot plant and the baseline assessment; assemblage of a Peer Review Team to evaluate the aquatic toxicity and ecological testing and monitoring plans; utility coordination, surveying and geotechnical work. The toxicity tests and environmental fate tests as outlined in the testing plan will be conducted by Florida International University (FIU) under a separate agreement.

Design, Permit and Bid Services: Preliminary and final design of the pilot plant, including preparation of detailed design documents, general and technical specifications, probable construction costs, value engineering coordination, preparation of all permit documents and applications, and assistance during bid process.

Construction Management Services: Resident engineering services, design services during construction, and inspection.

Operation Services: Start-up and stabilization of the pilot plant and all operational and maintenance requirements of the plant for the duration of the demonstration project, estimated to be three to four years.

Study Services: Implementation of the Monitoring Plan for the pilot plant and baseline assessment, including all required sampling, shipping, testing and data analyses.

Project Management Services: Compile and document the results of the demonstration project, compile all technical and peer review comments, facilitate and document all stakeholder meetings and/or workshops, coordinate with FIU's scope of services. Ensure completion of all tasks in accordance with the approved conceptual plan project schedule. Prepare a report on the feasibility of constructing a large scale project for rehydrating the Coastal Wetlands with reclaimed water from the SDWWTP and any supportive task ancillary to the primary scope of services.

Task Order One (Exhibit B) – The ENGINEER is to complete the following tasks under Task Order One:

- 1.1 Project Execution Plan and Schedule
- 1.2 Stakeholder and External Peer Review Committees
- 1.3 Literature Review and Plans Development
- 1.4 Current Process Technology Evaluations and Assessment
- 1.5 Preliminary Design of Pilot Process System
- 1.6 Final Design of Pilot Building

The total compensation for Task Order One is \$631,500.00 and the work should be completed 210 calendar days once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by the WASD Director or his designee. Additional task orders as authorized by the WASD Director will be forthcoming.

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 design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable 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 design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
- 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 WASD. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.
- J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.
- K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these 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. WASD 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.
- N. The ENGINEER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05

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 bar 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 WASD 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 and 2.1 for all field employees excluding surveying. 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.
- (4) The COUNTY may consider adjusting the above principal hourly rate and the multipliers in the event the COUNTY adopts standards principal hourly rates and multipliers for professional engineering services agreements.

- B. Lump Sum Fee: The fee for any requested portion of work may, at the option of the WASD, 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 WASD and the ENGINEER shall submit said records with their invoices.
- 3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee
- 4) 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 eight million dollars (\$8,000,000). The total compensation will be divided as follows: four million eight hundred thousand (\$4,800,000) for engineering design services and three million two hundred thousand (\$3,200,000) for laboratory testing services. 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 WASD for unforeseen conditions necessitating additional design engineering services. Before any extra work is begun a task authorization from the WASD 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 the invoice in a format provided by the WASD. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Small Business Development, 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 WASD. 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 Department of Small Business Development'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: Luis Casado, P.E., and Lynette Cardoch, Ph.D. 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 WASD shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task 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 determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.
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 WASD. All documents other than drawings shall be in a print ready electronic format acceptable to the WASD. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the WASD. 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: A.D.A Engineering, Inc. (CBE); Brown and Caldwell; C H Perez & Associates, Consulting Engineers, Inc. (CBE); Consul-Tech Development; Florida Spectrum Environmental Services, Inc; Milian, Swain & Associates, Inc.(CBE); MAGBE Consulting Services; NOVA Consulting, Inc. (CBE); and Tetra Tech, 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 and after the Department of Small Business Development approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this agreement without the written consent of the Director or his designee. 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 20% on the total amount of compensation for design services authorized under this Agreement, excluding the portion of compensation for analysis and testing services. 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 County Mayor or his designee 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 seven (7) 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 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. At the Director's discretion, the ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other 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 \$1,000,000 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 WASD's Intergovernmental Affairs Chief, 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) Miami-Dade County Ownership Disclosure Affidavit Section 2-8.1 of the County Code;
- (2) Miami-Dade County Employment Disclosure Affidavit County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code;
- (3) Miami-Dade County Family Leave Affidavit Article V of Chapter 11 of the County Code;
- (4) Miami-Dade County Employment Drug-Free Workplace Certification-Section 2-8.1(b) of the County Code;
- (5) Miami-Dade County Disability Nondiscrimination Affidavit-Article 11, Section 2-8.1.5 Resolution R182-00 amending R-385-95;
- (6) Miami-Dade County Debarment Disclosure Affidavit Section 10.38 of the County Code;
- (7) Miami-Dade County Vendor Obligation to County Affidavit Section 2-8.1 of the County Code;
- (8) Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code;

- (9) Miami-Dade County Living Wage Section 2-8.9 of the County Code;
- (10) Miami-Dade County Domestic Leave and Reporting Affidavit Article 8, Section 11A-60 11A-67 of the County Code;
- (11) Office of the Inspector General Pursuant to Section 2-1076 of the County Code;
- (12) False Claims Ordinance No. 99-152;
- (13) Subcontracting Practices Ordinance 97-35;
- (14) Required Listing of Subcontractor and Suppliers Contracts Certification Ordinance 97-104;
- (15) Environmentally Acceptable Packaging Resolution (R-738-92);
- (16) Office of the Inspector General Pursuant to Section 2-1076 of the County Code;
- (17) Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
- (18) Antitrust Laws
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- (19) PUBLIC ENTITY CRIMES
To be eligible for award of a contract, firms wishing to do Business with the County must comply with the following: Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- (20) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
- (21) Architectural and Engineering Selection Process Administrative Order 3-39;
- (22) Engage of Critical Personnel in Contracts for Architectural and Engineering-Resolution No. 744-00;
- (23) Criminal Record Ordinance No. 94-34;
- (24) Resolution No. 113-94, Quarterly Reports (Private Sector Work);

Independent Private Sector Inspector General (IPSIG);
Resolution No. 516-96 and Administrative Order No. 3-20.

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. SUSTAINABLE BUILDING PROGRAM: The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.
- New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
 - Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
 - Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
 - Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.
23. 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.
24. 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 Small Business Development. The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.
25. 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.

26. 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.

27. 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.

28. 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.
29. PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Agreement shall be performed by the WASD and shall be utilized by the COUNTY as evaluation criteria for future solicitations.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.

35. 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 at any of the County's sites, 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.
36. 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.
37. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

(This section was intentionally left blank)

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

ATTEST:

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

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

By: _____
County Mayor

WITNESSETH:

MWH Americas, Inc.
Firm Name (Place Corporate Seal)

Debbie Farris
Signature

By: Raymond G. Hartley
Sr. Vice President

Debbie Farris
Printed Name

Raymond G. Hartley
Printed Name

Amelia George
Signature

Amelia George
Printed Name

Approved as to form
and legal sufficiency.

[Signature]
Assistant County Attorney

Project No. E08-WASD-02(A)
Agreement No. 08MWH007
11/03/2008

"EXHIBIT A"

SEE ATTACHMENT

Project No. E08-WASD-02(A)
Agreement No. 08MWH007
11/03/2008

44



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits
"Exhibit A"

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

RAYMOND G. HARTLEY Printed Name of Affiant Vice President Printed Title of Affiant Raymond G. Hartley Signature of Affiant
MWH Americas, Inc Name of Firm 11/7/08 Date
490 Sawgrass Corporate Parkway Address of Firm FL State 33904 Zip Code
SUNRISE Address of Firm _____ State _____ Zip Code

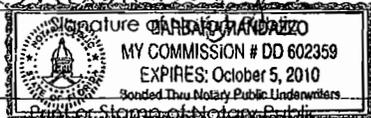
Notary Public Information

Notary Public - State of FLORIDA County of LEE

Subscribed and sworn to (or affirmed) before me this 6th day of NOVEMBER 20 08

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

Type of identification produced DL# 3706801 LA



OCTOBER 5, 2010
Expiration Date

Serial Number _____

Notary Public Seal 7/21/08 A&E

45

EXHIBIT B

October 27, 2008

Miami-Dade Water and Sewer Department
3071 SW 38 Avenue
Miami, Florida 33146

RE: Agreement No. 08MWH A007
Project No. E08-WASD-02A Work Order No. 1
Proposal for Planning, Committee formation and Engineering Services for Preliminary Design

Dear Mr. Ferguson:

Attached is the proposal of MWH to provide services under Task Order 1 for the Coastal Wetlands Rehydration Demonstration Project, Design, Construction Management, Operation and Evaluation of an Advanced Water Reclamation Pilot Plant. This proposal consists of a proposed Scope of Services as listed below:

1. Stakeholder Committee Integration
2. Peer Review Committee Integration
3. Literature Review Upgrades
4. Aquatic Toxicity, Ecological Testing and Environmental Fate Testing Plan
5. Pilot Plant Operational Testing and Monitoring Plan
6. Ecological Monitoring Plan
7. Water Quality Objective Development
8. Process Technology Assessment
9. Preliminary Design of Pilot Processes System
10. Design of Pilot Facilities Building

The anticipated delivery schedule and estimate of compensation are shown on the attached Fee Projection Worksheets. This proposal includes a T&M Not to Exceed allocation for Peer Review members honorariums and expenses. This allocation is assumed to be part of the contract allocated to lab and other non engineering services. On this basis the proposal provides for a CBE participation of 24% for this first proposed work order.

Should you have any questions, please contact us.

Very truly yours,

MWH Americas, Inc.

Luis Casado
Vice President

*Scope of Services
Fee Projection Worksheets*

Agreement No. 08MWA007
Project No. E08-WASD-02A
Work Order No. 1
Design, Construction Management, Operation and
Evaluation of an Advanced Water Reclamation Pilot
Plant

BACKGROUND

Miami-Dade County is undertaking a wetlands rehydration project with a reuse as part of an attempt to restore estuarine ecosystem and as part of Alternative Water Supply Plan of November 2007 Consumptive Use Permit with the South Florida Water Management District (SFWMD). The project is Coastal Wetland Rehydration Demonstration Project (CWRDP).

The Purpose of the CWRDP is to evaluate the potential effects of rehydrating the Biscayne Bay Coastal Wetlands with highly treated reclaimed water. The CWRDP is conceptually designed to treat secondary effluent from the SDWWTP to produce highly treated reclaimed water through the main pilot process. The proposed main treatment process conceptually consists of biological nitrification and denitrification, chemical/physical phosphorous removal, ultrafiltration and ultraviolet disinfection. A small sidestream of the pilot effluent is planned to be used to evaluate additional treatment processes including reverse osmosis, ion exchange, granular activated carbon and advanced oxidation process. The draft monitoring plan has been developed but needs to be updated to outline specific water quality, biological data collection, sample locations, parameters, methods and sample frequencies. This plan will provide data and information needed to evaluate the project performance in meeting its goals and objectives.

SCOPE OF SERVICES

The following Scope of Services addresses specific work activities related assistance efforts for the referenced Project.

Task 1.1 Project Execution Plan and Schedule Management

Task 1.1.1 Project Execution Work Plan

The ENGINEER will develop a Project Execution Work Plan for the project. The Project Execution Plan will cover the following topics:

- Project Baseline (scope, schedule and budget)
- Updated Schedule and milestones.
- Project team organization, responsibilities and roles of the ENGINEER and MDWASD for the project
- Contact information and communications
- Project Approach
- Risk management
- Quality Assurance
- Document and Record Management

Task 1.1.1 Deliverable:
Project Execution Work Plan

Task 1.1.2 Project Management Services

The ENGINEER will be responsible for overall coordination and management of the project through its assigned Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM's efforts will be focused on completion of tasks and submittal of deliverables according to the project schedule, budget, staffing, and facilitating QA/QC reviews of project efforts and identifying and communicating to the DEPARTMENT issues that arise which may impact project progress.

The ENGINEER will provide an initial project schedule as attached to this agreement. Assumptions for availability and completeness of the DEPARTMENT provided data has been incorporated in the project schedule. The DEPARTMENT review of deliverables has also been shown in the schedule.

The ENGINEER will prepare for and attend the initial Kick-off Meeting with representatives from the DEPARTMENT. The purpose of this meeting will be to identify and introduce key project personnel, confirm the objectives of Work Order No. 1, review the schedule, discuss planned execution of the project, and identify background information to be provided by the DEPARTMENT. The ENGINEER will require existing background information pertaining to the Coastal Wetlands Rehydration Demonstration Project (CWRDP). An anticipated list of documents to be provided by the DEPARTMENT is presented below:

- Consumptive Use Permit

- 10 Year Water Supply Work Plan
- Literature Review Reports for Groundwater Recharge, 2004 and 2007 Reports for Reclamation Projects in digital format.
- Geotechnical reports for SDWWTP with boring logs
- DEPARTMENT standard details and/or specifications (electronic and hard copy format)
- DEPARTMENT approved products lists

The PM will coordinate monthly progress meetings with the DEPARTMENT PM to review progress. The PM will prepare monthly progress reports that describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, and any project issues requiring discussion or resolution. A monthly invoice and monthly report addressing project progress will be delivered as well.

Task 1.1.2 Deliverables

- Kick off Meeting Notes
- Monthly Progress Reports

Task 1.2 Stakeholder and External Peer Review Committees

This task covers the formation of two outside committees and their responsibilities for the duration of this task order. A total of twelve meetings will be conducted under this task authorization. Additional meetings when necessary will be performed under a separate task authorization.

Task 1.2.1 Ecological Technical Advisory Committee

Stakeholder participation will be formalized with the formation of the Ecological Technical Advisory Committee (ETAC). The ETAC will be comprised of members who are recognized experts in their field. The ENGINEER shall review the areas of expertise for which input is needed and submit a list of selection criteria (e.g., number of members, areas of expertise, technical qualifications, etc) and recommendations to the DEPARTMENT for review. Upon selection of ETAC, the following subtasks will be performed:

- The ENGINEER will conduct one meeting with the DEPARTMENT for review and approval of the committee.
- The ENGINEER will conduct a kick-off meeting with ETAC to brief them on the work plan.
- The ENGINEER shall hold a one-day workshop with the ETAC that will cover water quality parameters and removal efficiencies of the technologies under consideration.
- The ENGINEER shall hold a half-day workshop with the ETAC to solicit recommendations on aquatic toxicity and ecological testing plan (detailed in Task 1.3.3). This consists of the comprehensive literature review conducted on microconstituents (detailed in Task 1.3.1).

- The ENGINEER shall hold a half-day workshop with the ETAC to solicit recommendations on the Ecological Monitoring Plan. The ETAC shall provide review and comment on the Ecological Monitoring Plan.
- The ENGINEER will conduct up to two meetings with individual members of ETAC to address and integrate the specific issues into the committee agenda.
- The ENGINEER will conduct regular bi-weekly communication meetings with ETAC during development and review of toxicity and environmental fate testing plans, ecological monitoring plan, water quality evaluation, process technology assessment, pilot operational testing plan and preliminary design report.

Task 1.2.2 External Peer Review Committee

The ENGINEER shall aid MDWASD with the selection of members to form an External Peer Review Committee (EPRC). This committee will be a team of impartial, technical experts, who are not affiliated with any of the primary stakeholders. The ENGINEER shall review the areas of expertise for which input is needed and submit a list of selection criteria (e.g., number of members, areas of expertise, technical qualifications, etc.) and recommendations to the DEPARTMENT for review. Upon selection of EPRC, the following subtasks will be performed:

- The ENGINEER will conduct a meeting with the DEPARTMENT for review and approval of the committee.
- The ENGINEER will conduct a kick-off meeting with EPRC.
- The ENGINEER will conduct a two-day workshop to review the Aquatic Toxicity and Ecological Testing Plan (see Task 1.3.3). This consists of the preparation of workshop guidelines and materials, and other pre-meeting documentation.
- The ENGINEER will prepare a written summary of the peer review workshop.

Task 1.2 Deliverables

- Final Peer Review Assessment Report.
- Meeting Summaries from EPRC and ETAC meetings and workshops.

Task 1.3 Literature Review and Plans Development

Task 1.3.1. Comprehensive Literature Review

The ENGINEER shall update the existing literature reviews that were conducted in 2004 and 2007. The update will concentrate on the toxicity methods/procedures and effects of pharmaceuticals and personal care products on aquatic organisms and the environmental fate of these microconstituents. The updated literature review will document the current state of the knowledge regarding microconstituents in wastewater effluent and their fate and transport in the environment. The literature search will include similar studies in scope and applicability with which to compare data and outcomes. The update of the literature search plan will focus on identifying studies relative to:

- Response of natural wetland species to variability on nutrients and salinity effects due to wastewater discharge;
- Uptake rates and half lives of key water quality parameters in wetland environment;
- Types and levels of microconstituents in treated wastewater effluent;
- Partitioning characteristics of wetland soils for microcontituents in soil, sediments, and water media;
- Retardation characteristics of wetlands soils for microconstituents in bioactive zone.
- All data will have to be peer reviewed published to be considered as valid for this project.

Task 1.3.1 Deliverables

- Update Plan of Literature Review and Gap analysis
- Updated Literature Review Final Technical Memorandum.

Task 1.3.2 Aquatic Toxicity, Ecological and Environmental Fate Testing Plan

From the updated literature review, the ENGINEER shall develop an Aquatic Toxicity, Ecological and Environmental Fate Testing Plan that consists of:

- The specific toxicity tests (laboratory and outdoor microcosm) and fate tests to be conducted along with protocols for each test.
- The test protocols will consist of specific methods and design, organisms to be used, statistical procedures and criteria for interpretation of results.
- Microcosm protocols will consist of methods to evaluate biological effects on specific organisms as well as methods for evaluating effects on the structure and function of an ecosystem.
- Development will consist of two coordination meetings with Florida International University (FIU).

The ENGINEER shall prepare a draft Testing Plan. The testing plan will be based on the updated literature review, and will be coordinated with FIU. The Draft Plan will be reviewed by the DEPARTMENT, ETAC AND EPRC. The review comments shall be forwarded to the ENGINEER within ten working days of the workshop. The ENGINEER will incorporate the comments into the final Plan.

Task 1.3.2 Deliverables

- Draft Testing Plan for the DEPARTMENT, and ETAC review
- Final Aquatic Toxicity, Ecological and Environmental Fate Testing Plan

Task 1.3.3. Pilot Plant Operational Testing Plan and Water Quality Monitoring

The ENGINEER shall develop a Pilot Plant Operational Testing and Water Quality Monitoring Plan to assess the water quality from the pilot plant processes, side streams, and effluents as part of Task 1.4.1. The ENGINEER will provide probable costs for pilot plant water quality testing. The Draft Plan will be reviewed by the DEPARTMENT, and ETAC. The review comments shall be forwarded to the ENGINEER within ten working days.

Task 1.3.3 Deliverables

- Draft Water Quality Testing and Operation Program for DEPARTMENT, and ETAC Review

Task 1.3.4. Ecological Monitoring Plan

The ENGINEER shall update and finalize the Draft Ecological Monitoring Plan. One of the primary purposes of the Coastal Wetland Rehydration Pilot Plant Project is to anticipate the ecological and water quality responses of hydrating the coastal wetlands with reclaimed water. Therefore, a monitoring plan is needed to evaluate changes in water quality and ecological conditions that occur over the course of the project. A technical memorandum was generated to summarize the findings of the data collection effort, to characterize the existing conditions of the project area, to highlight key data sets needed for the project, and to identify data gaps that need to be satisfied through the monitoring plan. Due to the changes in the scale, location and nature of the project, the draft monitoring plan must be revised to incorporate the microcosm and mesocosm tests. The effort to make these revisions and develop the monitoring plan will consist of the following elements:

- Update existing conditions data inventory—the ENGINEER will gather the additional data and reports from the DEPARTMENT, DERM, FDEP, SFWMD, USFWS, and BNP representatives. Continued Data Collection and Stakeholder Input to satisfy data needs and to accommodate changes in the experimental design, based on readily available data will be collected and added to the Existing Conditions Data Inventory.
- Recommendations for appropriate monitoring to gather baseline data for comparative purposes. The baseline monitoring will be used to satisfy lingering data gaps not satisfied by the Phase I and Phase II existing conditions, data inventory and to further characterize the baseline within the Biscayne Bay Coastal Wetlands, surrounding canals, and nearshore and offshore sections of Biscayne Bay. This consists of groundwater, surface water, sediment and biological assessment in the effluent discharge point, the coastal wetlands and Biscayne Bay to establish an environmental baseline.
- A site visit to the proposed Cutler Flow-way and surrounding area will be conducted. The site visit is anticipated to last eight hours and be focused on evaluating likely conveyance and water distribution routes. Site photographs will be taken to support subsequent activities.
- Continued input from ETAC and other agencies.

This task assumes that data collected previously during this project is readily available and is subject only to updates to satisfy previously identified data gaps and to accommodate changes in the experimental design, based on readily available data will be collected to be added to the Existing Conditions Data Inventory.

The ENGINEER shall also aid MDWASD in coordinating additional sampling required for the baseline. This consists of an Estimate of Probable Cost for baseline monitoring.

Task 1.3.4 Deliverables

- Updated Draft Ecological Monitoring Plan for the DEPARTMENT, and ETAC review

- Final Ecological Monitoring Plan

Task 1.4 Current Process Technology Evaluations and Assessment

Task 1.4.1 Summarize and Document Influent Water Quality Evaluation and Effluent Water Quality Objectives and Requirements

The ENGINEER will evaluate and update water quality of influent water to be treated; consisting of either secondary effluent water quality, or high level disinfection effluent water quality. Water quality data from the South District WWTP will be considered representative and used for this purpose. The ENGINEER will review and integrate the reports prepared by other consultants for previous analysis of this project.

The ENGINEER will incorporate the results from the 2007 Conceptual Plan and Basis of Design Report for effluent quality requirements to comply with three different sets of water quality goals. The effluent quality requirements will be presented to and approved by the ETAC under **Task 1.2.1**.

The ENGINEER will update the findings by previous consultants and produce a draft memorandum with summary in tabular form of influent water quality that can be expected for the pilot plant and effluent water quality required to meet the three different methods of wetlands application. Remarks will be included in the tabulation (as required) for parameters of concern. The draft water quality summary will be presented in a workshop and agreed upon by stakeholders. The final water quality summary will then be produced and distributed.

Task 1.4.1 Deliverables:

- Draft Water Quality Evaluation and Objectives for the DEPARTMENT, and ETAC Review
- Final Water Quality Evaluation and Objectives

Task 1.4.2 Process Technology Assessment

After The ENGINEER completes the summary of the water quality goals / effluent requirements, treatment process and technologies capable of providing the level of treatment required to meet the three different water quality goals noted previously will be identified and evaluated.

A baseline process, consisting of the selected process from the Conceptual Design Report will be validated and updated. The previously identify process (baseline) consists of: nitrification filters using biological aerated filter followed by deep-bed nitrification filters followed by chemical addition for phosphorus removal, microfiltration/ultrafiltration membranes and UV disinfection. A high-rate ballasted flocculation technology has been selected for the baseline process because it is proven in achieving low concentrations of phosphorus. A review of the existing Conceptual Design Report will be performed under this task.

A technical memorandum developed under this task is intended to update the rational, acceptable basis for the development of acceptable limits of treatment for constituents

that are regulated, such as Total Nitrogen and Phosphorus, as well as other constituents of concern, and the processes that are most suited to these limits.

A literature review on technology and removal of EPOCs (Emerging Pollutants of Concern) was performed in 2004 and was well documented. This literature review will be updated to consist of recent research developments. The best available technologies for these EPOCs will be included in the evaluation and treatment schemes developed.

Finally, the flows required for each process to provide a representative pilot study as well as the flows required for the ecological testing, such as the microcosms, will be updated and validated under this task.

In summary, an update of the treatment processes as presented in previous reports will be developed by the ENGINEER in concert with MDWASD staff applying various technologies. The alternatives selected and presented to ETAC will have the primary goal of meeting the water quality requirements as established with Stakeholders. It is anticipated the update of the evaluation criteria will consist of general cost comparisons and non-cost related criteria, such as achievable effluent quality and comparison to goals, consistency of performance, reported process reliability, process flexibility and controllability. A brief narrative will be included that discusses the results of the technology assessment in the upgraded technical memorandum.

The ENGINEER will produce a technical memo that discusses and documents the technology assessment. This will consist of the following sections:

- Introduction and Purpose
- Baseline Alternative Process Evaluation and CDM Report Evaluation
- Updated Literature Review on Limits of Technology
- Updated Literature Review of EPOCs
- Update to Process Alternatives
- Treatment Process Recommendations for Pilot Studies

Task 1.4.2 Deliverable

- Draft Process Technology Assessment Memorandum for the DEPARTMENT, and ETAC Review
- Final Process Technology Assessment Memorandum

Task 1.4.3 Process Technology Review Workshop

The ENGINEER will present to MDWASD staff the results of the technology assessment. This will be performed in a workshop setting where project team members will be able to participate in a review and discussion of the information being presented, ask questions, and reach consensus on the alternative (or combination) best suited for the pilot studies.

Minutes of the Workshop will be finalized with agreed upon final decision of process train configuration determined with MDWASD and simultaneous agreement with the stakeholders (ETAC) meeting under task 1.2.1. Task 1.4 will consist of three project meetings in addition to the monthly project progress meetings

59

Task 1.4.3 Deliverable

- Final Workshop Minutes

Task 1.5 Preliminary Design of Pilot Process System

The ENGINEER will prepare preliminary design report of the selected treatment process consisting of the following:

- Summary of water quality objectives for system.
- Proposed Siting of Pilot Plant.
- Selected process configuration.
- Process Power Plan
- Vendor and Procurement Plan
- Tabulation of selected process design criteria and design flows.
- Process flow diagram with flow and mass balance.
- Site Plan.
- Process and Instrumentation drawings.
- List of additional specifications and drawings for plant to be completed during detailed design including those to be used to procure general contractor.
- Detailed permitting plan and list of permits.
- Schedule of The ENGINEER and vendor provided equipment and publication of RFIs with WASD procurement department.

Five hardcopies of the draft preliminary design report will be provided to DEPARTMENT for review. The DEPARTMENT will review the draft preliminary design report within ten days after the receipt of the draft report. The team will attend one comment resolution meeting within ten days after submitting the draft preliminary design report (assumed to last 4 hours) to discuss comments on the draft report. The team will then incorporate the accepted changes and generate a final report.

Task 1.5 will consist of a total of three project meetings in addition to the monthly project progress meetings.

Task 1.5 Deliverable:

- Draft Preliminary Design Report for DEPARTMENT, and ETAC Review
- Final Preliminary Design Report

Task 1.6 Final Design of Pilot Building

The ENGINEER will performed a complete design of the building to house the Pilot facility. The building is expected to be steel based and will provide as the shell for the necessary facilities for installation of the pilot equipment. This design will include; structural, foundation, civil, HVAC, electrical and partial mechanical. A final mechanical design will be part of the process design of this project.

Geotechnical, survey and underground investigation information will be provided by the DEPARTMENT for the area of the pilot plant. If the information is not available the ENGINEER will present a request of information and determination of the methods of

gathering this data will be finalized with the DEPARTMENT project manager as a different task order or under the DEPARTMENTS auxiliary contracts for this services.

Task 1.6.1 30% Design of Pilot Building

The ENGINEER will design and develop the basis of design for the Pilot Building to the 30% completion level for approval by the DEPARTMENT. The 30% design completion level consists of the following:

- Draft site layout and conceptual general arrangement drawings
- Outline technical specifications
- Structural design criteria
- Draft single line diagrams
- Draft major equipment list

ENGINEER will submit the 30% half size drawings (11"x17") and basis of design criteria to the DEPARTMENT for review to verify that consistency with the desired design intent is being achieved. ENGINEER will schedule and attend one (1) meeting with the DEPARTMENT to discuss the DEPARTMENT's review comments. After the receipt and resolution of MDWASD comments on the 30 percent submittal, the design will be put "into production", hence it is important for significant comments to be received and addressed during this time. ENGINEER will consolidate the DEPARTMENT'S review comments and provide a response letter documenting how each comment will be addressed during completion of the design.

Task 1.6.1 Deliverable:

- Draft 30% half size (11" x 17") drawings and basis of design criteria
- 30% Review Meeting Notes
- 30% Review Comments Response letter

Task 1.6.2 70% Design of Pilot Building

Using the approved 30% Design, ENGINEER will develop the detailed design to the 70% completion level. The 70% design completion level consists of the following:

- Draft front end specifications along with draft major technical equipment specifications. It is anticipated that the DEPARTMENT will provide the ENGINEER with its standard front end documentation (general and supplemental conditions and Division 1 specifications) for incorporation into the contract documents.
- Electrical Routing and Connection to SDWWTP
- Electrical layouts to support later installation of equipment are at least 50% complete
- Structural layouts in plan and section are developed for structural steel.
- Site work is approximately 50% complete
- Electrical single line diagrams are approximately 75% complete
- Elevation drawings have been prepared for use in developing the detail structural requirements.
- General notes have not been included on the sheets except for some civil sheets

- Discipline standard detail sheets have been developed, but standard detail callouts may not be present on drawings

ENGINEER will have a (1) review workshop with the DEPARTMENT to review progress of the design. This meeting will go over the key elements of the design and specifications with the technical committee from the DEPARTMENT. No documentation delivery of drawings for detail review is part of this portion of the design. ENGINEER will consolidate the DEPARTMENT'S review comments and provide a response letter documenting how each comment will be addressed during completion of the design.

Task 1.6.2 Deliverable:

- 70% Review Meeting Notes
- 70% Review Comments Response letter

Task 1.6.3 90% Design of Pilot Building

ENGINEER will develop the 30% design drawings to the 90% completion level. The 90% completion level will consist of drawings and specifications to be used for bidding. The drawings will have the "appearance" that they are completed with only minor miscellaneous notes for clarification and reference missing. The drawings and specifications will be ready for permitting review.

- Final Draft Front end specifications along with draft major technical equipment specifications. It is anticipated that the DEPARTMENT will provide the ENGINEER with its standard front end documentation (general and supplemental conditions and Division 1 specifications) for incorporation into the contract documents.
- Electrical layouts to support later installation of equipment are at least 90% complete
- Structural layouts in plan and section are developed for structural steel for bidders to provide detail design to be reviewed during bid evaluation.
- Site work is 90% complete
- Electrical single line diagrams are complete
- Elevation drawings have been prepared for use in developing the detail structural requirements.

ENGINEER will submit the 90% drawings and specifications to the Miami-Dade County Building Department (MDCBD) for preliminary review as outlined in Task 1.6.6. ENGINEER will develop an ACEI Class 2 Engineer's Opinion of Probable Construction Cost using the 90% documents.

ENGINEER will submit the two sets of the 90% full size drawings (36"x24") and specifications to the DEPARTMENT for review. ENGINEER will schedule and attend one (1) meeting with the DEPARTMENT to discuss the DEPARTMENT'S review comments. ENGINEER will consolidate the DEPARTMENT'S review comments and provide a letter documenting how each comment will be addressed during completion of the design.

Task 1.6.3 Deliverable:

- 90% drawings and specifications
- 90% Review Meeting Notes
- 90% Review Comments Response letter

Task 1.6.4 Bid Package Preparation for Pilot Building

ENGINEER will develop the 90% design drawings and specifications to the 100% completion level for bidding. The Bid Package submittal will address the review comments from the DEPARTMENT and the Miami-Dade County Building Department. This submittal shall comprise complete biddable construction documents. ENGINEER will schedule and attend one (1) meeting with the DEPARTMENT to discuss the bidding process and submittal requirements.

The ENGINEER will prepare and provide an implementation plan which will provide financial planning for budgeting of the project construction implementation in accordance with the DEPARTMENTS financial operation funding plan. The ENGINEER will participate in two (2) meetings with the DEPARTMENT. One meeting will take place with the DEPARTMENT's PM and team to go over the project and a second meeting with the financial team of the DEPARTMENT to incorporate into 5 year plan.

Task 1.6.4 Deliverable:

- Meeting Notes
- Bid Documents signed and sealed drawings. Each drawing shall be signed and sealed by the responsible, licensed Florida Professional Engineer (PE).
- Bid Documents signed and sealed specifications. The cover page of the specifications shall be signed by each responsible, licensed Florida PE.
- Construction Implementation Plan

Task 1.6.5 Permitting Services of Pilot Building

ENGINEER will prepare application and submit 90% completion level drawings and specifications to the City of Miami-Dade County Building Department for preliminary review. The DEPARTMENT will pay the FEE for the permits. ENGINEER will attend up to one (1) coordination meeting with the MDCBD to review and address comments. ENGINEER will incorporate comments from the preliminary MDCBD review into the 100% design.

Coordination and assistance with other permitting agencies is not included as part of this Scope of Services. The Contractor awarded the contract for construction shall be responsible for obtaining all final construction permits. It is acknowledged by DEPARTMENT that the period required for obtaining preliminary approval from MDCBD is beyond the control of ENGINEER, except for issues concerning the permitability of the design and ENGINEER's ability to respond to permitting agency requests for information. For this task, a four (4) week period has been assumed for MDCBD preliminary review and approval.

Task 1.6.5 Deliverable:

- Preliminary review application and 90% completion drawings and specifications to the MDCBD

18

KEY ASSUMPTIONS

- The DEPARTMENT will provide existing record drawings, survey documents, underground utility investigations, and geotechnical investigations of the existing facility, as well as other available pertinent information requested by The ENGINEER.
- The FEE for the permits will be paid by the DEPARTMENT.
- The DEPARTMENT will provide all previously performed Literature Review Documents to the ENGINEER at the NTP. If any of the documents does not represent the expected level of research and scientific validation for the ETAC or EPRC agreement, the ENGINEER will present a revised level of effort estimate for the DEPARTMENT to approve.
- An allocation is placed as a not to exceed times and material to cover the Honorarium and expenses of the members of the Peer review Committee. This allocation will be used with the approval from the Department.
- The DEPARTMENT will provide to secure the proper identification to the ENGINEER to access the site at SDWWTP when necessary.
- The DEPARTMENT will provide water quality data in a timely manner.
- The DEPARTMENT PM will provide consolidated staff review comments on technical memorandums and deliverables to the ENGINEER PM within five (5) working days of receipt unless noted.
- The ENGINEER will perform literature review from peer reviewed articles and journals.
- The ENGINEER will submit five hard copies and one electronic .pdf file of all deliverables listed under this Task authorization.
- No Public Outreach effort is included.
- The engineering opinion of probable cost to be developed under the attached Scope of Work is considered to be Class "5" level estimate in accordance with the cost estimate classes as defined by the Association for the Advancement of Cost Engineering (AACE). The DEPARTMENT acknowledges that The ENGINEER has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the probable cost of the construction of the plant, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to the natural disasters and the associated cleanup/restoration activities and other events beyond the control of The ENGINEER. The DEPARTMENT further acknowledges that this is a "snapshot in time" and that the reliability of this engineering opinion of probable construction cost will inherently degrade over

time. The DEPARTMENT agrees that the ENGINEER cannot and does not make any warranty, promise, guarantee, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its good faith Class "x" cost estimate. The ENGINEER will provide information for explanation to Miami-Dade County Office of Capital Improvements (OCI) in the event that the lowest construction bid is 10% under or above the expected accuracy range for the estimate classification.

- The ENGINEER will issue electronic draft meeting minutes to attendees within 3 working days of each meeting. The ENGINEER will allow 2 working days for receipt of comments from all attendees before proceeding to issue final electronic meeting minutes in *.PDF format to attendees followed by hard copies to the DEPARTMENT's assigned Project Manager.

COMPENSATION

The compensation for the identified services shall be a lump sum of \$631,000.00. The breakdown of the fee projection is presented in Attachment A. The following is a summary by task:

Task	Name	Fee
1.1	Project Work Plan and Scheduling, Management	\$48,127.37
1.2	Stakeholder Committee	\$96,903.61
1.3	Literature Review and Plan Development	\$146,819.10
1.4	Process Technology Evaluation and Assessment	\$82,624.86
1.5	Preliminary Design of Pilot Process System	\$80,743.46
1.6	Design of Pilot Building	\$103,155.63
Labor Fee		\$558,374.03
T&M Not to Exceed Allocation		\$40,000.00
Project ODC		\$31,602.94
IG		\$1,023.03
TOTAL FEE		\$631,000.00

SCHEDULE

The durations of major work tasks are summarized below.

Task	Name	Task Order Duration from
1.1	Project Management	7 months
1.2	Stakeholder Committee Integration	3 months
1.3	Literature Review and Plan Development	3 months
1.4	Process Technology Evaluation and Assessment	2 months
1.5	Preliminary Design of Pilot Process System	3 months
1.6	Final Design of Pilot Building	4 months
Total		7 months

Task 1.1, 1.2 and 1.3 will start immediately after notice to proceed, Task 1.4 will start two weeks after notice to proceed and Task 1.5 and 1.6 will start after completion of 1.4. A two week float has been integrated into this schedule.

ATTACHMENT D - Proposal for Engineering Services Labor Expenses

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1.1 - Project Management and Scheduling		Task 1.2 - Stakeholder Committees and External Peer Reviews		Task 1.3 - Literature Review and Plans (4) Development		Task 1.4 Process Technology Evaluation and Assessment		Task 1.5 Preliminary Design of Pilot Process/Technology		Task 1.6 Design of Pilot Building		Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiple Costs (1 x 8)
				Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$			
Principal	Luis Casado	1.0	125.00	6	1,000.00	12	1,500.00	12	1,500.00	6	1,000.00	6	1,000.00	6	1,000.00	56	\$7,000.00	\$7,000.00
Project Manager	Lynette Cardoch	2.85	56.50	120	6,780.00	80	4,520.00	160	9,040.00	40	2,280.00	120	6,780.00	80	4,520.00	600	\$30,900.00	\$86,615.00
Sr. Technical Advisor	Hai Schmidt	2.85	65.41	20	1,708.20	16	1,046.56	80	5,227.20	12	1,024.32	40	3,116.40	24	2,049.84	192	\$16,390.72	\$46,736.25
Sr. Technical Engineer	Kara Kinser	2.85	69.44	4	277.76	8	555.52	40	2,777.60	40	2,777.60	80	5,555.20	16	1,111.04	186	\$13,054.72	\$37,205.95
Sr. Technical Scientist	Joan Oppenheimer	2.85	63.12	6	504.86	24	1,514.88	80	5,049.60	40	2,524.80	40	2,524.80	24	1,211.40	152	\$9,594.24	\$27,343.58
Scientist	Sangeeta Dhulashia	2.85	50.60	100	5,060.00	40	2,024.00	120	6,072.00	40	1,920.00	120	5,160.00	80	3,840.00	324	\$16,394.40	\$46,724.04
Engineer	Jamie Docherty	2.85	48.00	4	192.00	4	192.00	40	1,920.00	40	1,920.00	40	1,920.00	40	1,920.00	200	\$8,000.00	\$22,896.90
Staff Engineer	Maria Ramirez	2.85	40.17	60	2,410.20	40	1,606.80	80	3,213.60	40	1,606.80	40	1,606.80	40	1,606.80	200	\$8,034.00	\$22,896.90
Administrator	Sam Ibarra	2.85	36.75	60	2,205.00	40	1,470.00	40	1,470.00	24	882.00	24	882.00	24	882.00	212	\$7,791.00	\$22,207.35
Sub-totals				320	\$17,595.92	260	\$14,337.76	652	\$37,933.60	204	\$12,369.32	472	\$27,024.40	296	\$16,224.08	2204	\$125,607.08	\$345,030.18

Total MWH Labor Fee \$48,127.37
 Total Labor/Project Fee \$48,127.37

\$558,374.03

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Air Travel	3	\$500 per Trip	1500.00
Lodging (by days)	6	See Attached "Maximum Daily Lodging Rates"	1800.00
Car Rental (by days)	5	\$335.00/day	1675.00
Gas (for rental cars only)	5	\$37.00/gallon	185.00
Food	10	\$7.00 (when travel begins before 6 a.m. and extends beyond 6 a.m.)	70.00
Breakfast	10	\$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	110.00
Lunch	10	\$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	180.00
Dinner	10	\$0.48529/mile (for use of personal vehicle)	48.529
Mileage		Audited cost rate on cell, computers, copiers, faxes, correspondence, report materials, etc	\$20,850.94
Direct Project Associated Cost			\$20,850.94
Total Labor and Direct Expenses = \$			24,185.94
Labor, Direct Expense and I.C. = \$			370,139.16

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

Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Memorandum and Expenses for PEER Review Committee Members			
Allocation for Memorandum and expenditures			40000.00
Subtotal of Permi Fees			40,000.00
IG of 25% (if applicable) = \$			10,000.00
Reimbursable Expense & I.C. = \$			40,100.00

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

Sub-Consultants Fees			\$ 220,760.88
Total of Labor, Direct Expenses, Reimbursable Expenses and I.C. = \$			631,000.02

62

