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

MEMORANDUM

MIAMI-DADE COUNTY

Date: June 2, 2009

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

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

From: George M. Burgess
County Manager

Resolution No. R-717-09

Subject: Contract Award Recommendation for Engineering Design Services for Upgrades to the Water and Sewer Department's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities - Project No: E08-WASD-03; Contract No: E08-WASD-03 in the amount of $4.4 million to HDR Engineering, Inc.

RECOMMENDATION

This recommendation for award for Contract No. E08-WASD-03 to HDR Engineering, Inc. in the amount of $4.4 million has been prepared by the Miami-Dade Water and Sewer Department (WASD) and is recommended for approval. The consultant is to provide comprehensive engineering design services to upgrade the infrastructure and operations of WASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities.

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: Engineering design services for upgrades to the WASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities

PROJECT NO: E08-WASD-03

CONTRACT NO: E08-WASD-03

PROJECT DESCRIPTION: HDR Engineering, Inc. will provide comprehensive engineering services to upgrade the infrastructure and operations of WASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities.

The scope of services includes providing engineering design services for the above stated water treatment plant's upgrades and expansion projects as well as renewal and replacement (R&R) projects for the existing facilities. R & R services include the evaluation of existing equipment condition, capacity and useful life expectancy as well as preparation of a prioritized rehabilitation or replacement schedule and any supportive tasks ancillary to the primary scope.

In addition, design services include, but are not limited to, performing preliminary site investigations, survey, geotechnical work, hydraulic modeling and analysis, coordination with other utilities, preparation of design reports, and preparation of drawings and contract specifications for hydro-geological services, civil, structural, mechanical, electrical engineering, and architectural projects. Services during the permitting and procurement phases include obtaining dry-run permits to produce a final design, participating in obtaining final environmental and building permits, and providing assistance during the bidding and negotiation of the upgrades. Construction related services are required to provide technical support during construction on an as-needed basis including tasks such as, site inspections and attendance at meetings, information requests, review of claims and potential change orders, review of contracts schedules and schedule of values, and as-built drawings. Project coordination services include establishing a plan to implement projects, establish and track project schedules, budget and deadlines, prepare status reports and attend meetings as requested.

Additional tasks are anticipated to include:

* Evaluation and formulation of plans for improving or optimizing the treatment processes including designing and conducting pilot studies and providing construction cost, operation and maintenance estimates. Perform studies and provide recommendations related to improving plant operations and efficiency including safety, staffing, energy conservation, security, residuals management, corrosion control, architectural services and asset management issues. This includes site specific staff training, preparation of operation and maintenance manuals and operational practices manuals. The services may also include an on-site resident engineer at the plant.

* Provide services for evaluation of regulatory requirements including preparation of compliance documents and reports.

* Provide technical support and assistance for computer system data integration with the programs and systems currently utilized. Provide assistance in selecting and procuring software and hardware enhancements.

* Provide other related engineering services related to the upgrades at the water treatment plants as required, such as, participation on a County Technical Advisory Committee.

PROJECT LOCATION: Various locations throughout South Miami-Dade County.

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
75347	Various Districts	30	$4,400,000.00	0 -0 -0

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E08-WASD-03

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

FISCAL IMPACT/FUNDING SOURCE

OPERATIONS COST IMPACT/FUNDING: This contract is to supply engineering services which will have no impact on operational costs until such time as a specific facility is created.

MAINTENANCE COST IMPACT/FUNDING: This contract is for engineering services only and will not generate maintenance costs until such time as a specific facility is created.

LIFE EXPECTANCY OF ASSET: Any assets which are designed under this contract cannot be specified or identified at this time.

FUNDING SOURCE:

SOURCE	AMOUNT
Water Renewal and Replacement Fund, Water Connection Charges, and Future Revenue Bonds	$4,400,000.00

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECT:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE

PROJECT TECHNICAL

CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	6.01	WATER AND SANITARY SEWER SYSTEMS – WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
Prime	6.02	WATER AND SANITARY SEWER SYSTEMS – MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES
Prime	6.03	WATER AND SANITARY SEWER SYSTEMS – WATER AND SANITARY SEWAGE TREATMENT PLANTS
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING – GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	10.09	ENVIRONMENTAL ENGINEERING – WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	14.00	ARCHITECTURE
Other	15.01	SURVEYING AND MAPPING – LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING

NTPC'S DOWNLOADED: 147

PROPOSALS RECEIVED: 8

CONTRACT PERIOD: 2,190 days. The project was initially advertised at 1,460 days but was adjusted to 2,190 days during negotiations with the consultant. Six years Design services for various projects including permitting three years; construction bid one year and construction management two years.

CONTINGENCY PERIOD: 0 days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$4,000,000.00
BASE CONTRACT AMOUNT:	$4,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$400,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$4,400,000.00

TRACK RECORD/MONITOR:

SBD HISTORY OF VIOLATIONS:	None

EXPLANATION:

At the First-Tier meeting held on October 23, 2008, the Competitive Selection Committee (CSC) voted to hold a Second-Tier meeting with the four highest ranking firms out of the eight firms that submitted proposals. The Second-Tier meeting was held on December 9, 2008. The CSC ranked HDR Engineering, Inc. as the highest ranking firm.

The Negotiation Committee was approved by the County Manager on December 16, 2008. On January 28, 2009, the Negotiation Committee met with HDR Engineering, Inc. and concluded its negotiations on February 2, 2009.

Based on the Office of Capital Improvements CIIS database, HDR Engineering, Inc. contains three evaluations with a 3.8 rating out of a possible total 4.0 points.

SUBMITTAL DATE:	9/22/2008
ESTIMATED NOTICE TO PROCEED:	6/1/2009
PRIME CONSULTANT:	HDR Engineering, Inc.
COMPANY PRINCIPAL:	Charles T. Sinclair, P.E.

COMPANY QUALIFIERS:	Charles T. Sinclair, P.E.
COMPANY EMAIL ADDRESS:	chuck.sinclair@hdrinc.com
COMPANY STREET ADDRESS:	15450 New Barn Road, Suite 304
COMPANY CITY-STATE-ZIP:	Miami Lakes, FL 33014
YEARS IN BUSINESS:	92
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report, as provided by the Department of Small Business Development, the contractor has received 14 Equitable Distribution Program contracts with a total value of $586,875.61.
SUBCONSULTANTS:	Architects International, Inc., BCC Engineering, Inc., BND Engineers, Inc., HR Engineering Services, Inc., Media Relations Group, LLC and Nova Consulting, Inc., Tetra Tech, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 6/25/2008 **SIGNOFF DATE:** 6/25/2008
REVIEW WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	35.00%	$1,540,000.00	
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:	Brian Trujillo, P.E.	305-275-3101	BTRUJ01@miamidade.gov

Background

BACKGROUND:

WASD requires engineering services to evaluate, rehabilitate and upgrade the infrastructure and operations at the Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including Leisure City, Naranja, Elevated Water Tank, Everglades Labor Camp and Newton Water Treatment Plants and appurtenant facilities.

The services are also needed to improve the treatment processes, operations, and efficiencies, including safety, energy conservation, security, bio-solids management, corrosion control, assets management and to provide a complete evaluation of regulatory requirements.

BUDGET APPROVAL FUNDS AVAILABLE: FOR OSBM — **OSBM DIRECTOR** — 3/9/09 OK JS — **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: — **COUNTY ATTORNEY** — 2/25/09 — **DATE**

CAPITAL IMPROVEMENTS CONCURRENCE: GN 3/13 — **OCI DIRECTOR** — 3-13-09 — **DATE**

ASSISTANT COUNTY MANAGER — 3/24/09. — **DATE**

CLERK DATE _____

DATE

MEMORANDUM
(Revised)

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

DATE: June 2, 2009

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

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

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 Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(C)
6-2-09

RESOLUTION NO. **R-717-09**

RESOLUTION APPROVING NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NO. E08-WASD-03 IN THE AMOUNT OF $4,400,000 TO HDR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR UPGRADES TO THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S ALEXANDER ORR WATER TREATMENT PLANT AND THE SOUTH MIAMI-DADE WATER SUPPLY SYSTEMS INCLUDING ELEVATED WATER TANK, LEISURE CITY, NARANJA, EVERGLADES LABOR CAMP AND NEWTON WATER TREATMENT PLANTS AND APPURTENANT FACILITIES; 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 a Non-Exclusive Professional Services Agreement No. E08-WASD-03, in the amount of $4,400,000 to provide the engineering design services for upgrades to the Miami-Dade Water and Sewer Department's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp and Newton Water Treatment Plants and appurtenant facilities; 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 **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

Contract Award Recommendation
Engineering Design Services for Upgrades to the Miami-Dade Water and Sewer Department's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants and Appurtenant Facilities
Project No. E08WASD-03
HDR Engineering, Inc.

BUDGET PROJECT AND DESCRIPTION:	9650031 – Water Treatment Plant – Alexander Orr, Jr. Expansion
FUNDING SOURCE:	Water Connection Charges, Water Renewal and Replacement Fund, and Future Revenue Bonds
INDEX CODES:	EW221, EW223 and Future Revenue Bonds

ASSISTANT DIRECTOR, WATER
RALPH TERRERO, P.E. — DATE 2/25/09

ASSISTANT DIRECTOR, ENGINEERING:
EDUARDO A. VEGA, P.E. — DATE 2/25/2009

BUDGETARY & FINANCIAL ADVISOR TO THE DIRECTOR
PEDRO VELAR — DATE 2/27/2009

ASSISTANT DIRECTOR, FINANCE
DIANE CAMACHO — DATE 3/2/09

DEPUTY DIRECTOR, OPERATIONS
JOSEPH A. RUIZ, JR. — DATE 3/3/09

WATER TELEMETERING SYSTEM ENHANCEMENTS **PROJECT # 9656780**

DESCRIPTION: Acquire and install a centralized computer system at water treatment plants and wellfields

LOCATION: Systemwide
Systemwide

DISTRICT LOCATED: Systemwide
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Water Renewal and Replacement Fund	3,396	500	500	400	500	451	450	250	6,447
TOTAL REVENUE:	**3,396**	**500**	**500**	**400**	**500**	**451**	**450**	**250**	**6,447**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	118	237	45	36	45	42	41	24	588
Construction	1,178	2,363	455	364	455	409	409	226	5,859
TOTAL EXPENDITURES:	**1,296**	**2,600**	**500**	**400**	**500**	**451**	**450**	**250**	**6,447**

WATER TREATMENT PLANT - ALEXANDER ORR, JR EXPANSION **PROJECT # 9650031**

DESCRIPTION: Construct high service pumps, a 48-inch finished water line, install a new generator, and construct chlorine facilities

LOCATION: 6800 SW 87 Ave
Unincorporated Miami-Dade County

DISTRICT LOCATED: 7
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Water Renewal and Replacement Fund	4,451	50	811	5,514	0	2,143	2,684	0	15,653
Water Connection Charges	1,160	0	0	0	0	0	0	0	1,160
WASD Revenue Bonds Sold	3,673	0	0	0	0	0	0	0	3,673
Future WASD Revenue Bonds	0	0	3,481	7,674	15,813	13,686	5,600	0	46,254
Water Construction Fund	615	0	0	0	0	0	0	0	615
TOTAL REVENUE:	**9,899**	**50**	**4,292**	**13,188**	**15,813**	**15,829**	**8,284**	**0**	**67,355**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	139	168	676	1,272	1,679	1,440	754	0	6,128
Construction	1,393	1,682	6,758	12,706	16,769	14,389	7,530	0	61,227
TOTAL EXPENDITURES:	**1,532**	**1,850**	**7,434**	**13,978**	**18,448**	**15,829**	**8,284**	**0**	**67,355**

BUDGET PROJECT 9650031 - (As per 2008-2009 Approved Budget)

Project Title: 9650031-WATER TREATMENT PLANT - ALEXANDER ORR, JR EXPANSION

Project Desc: Construct high service pumps, a 48-inch finished water line, install a new generator, and construct chlorine facilities

	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	
Expenditures	1,532,000	1,850,000	7,434,000	13,978,000	18,448,000	15,829,000	8,284,000	0	6
Revenue	9,899,000	50,000	4,292,000	13,188,000	15,813,000	15,829,000	8,284,000	0	6

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	
Planning/Design	139,000	168,000	676,000	1,272,000	1,679,000	1,440,000	754,000	0	
Construction	1,393,000	1,682,000	6,758,000	12,706,000	16,769,000	14,389,000	7,530,000	0	6

CDPWeb Project Revenue

Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	
Water Renewal and Rep	4,451,000	50,000	811,000	5,514,000	0	2,143,000	2,684,000	0	1
Water Connection Char	1,160,000	0	0	0	0	0	0	0	
WASD Revenue Bonds So	3,673,000	0	0	0	0	0	0	0	
Future WASD Revenue B	0	0	3,481,000	7,674,000	15,813,000	13,686,000	5,600,000	0	4
Water Construction Fu	615,000	0	0	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:	
68593-6800 SW 87 Ave	9,899,000	50,000	4,292,000	13,188,000	15,813,000	15,829,000	8,284,000	0	6
75344-6800 SW 87TH AVE , 33173	9,899,000	50,000	4,292,000	13,188,000	15,813,000	15,829,000	8,284,000	0	6
75346-	9,899,000	50,000	4,292,000	13,188,000	15,813,000	15,829,000	8,284,000	0	6
75347-Various Districts	9,899,000	50,000	4,292,000	13,188,000	15,813,000	15,829,000	8,284,000	0	6
Total: Count 4	39,596,000	200,000	17,168,000	52,752,000	63,252,000	63,316,000	33,136,000	0	26

Add GEO Coded Site | PROJECT SITES | SITE SCHEDULES REPORT 20

EXIT

Current Contracts for Project 9650031

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	E06-WASD-15	Design of Upgrades to the MDWASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System (Leisure City, Naranja, and Elevated Water Tank, Everglades	$8,800,000.00	$0.00	$8,800,000.00

		Labor Camp and Newton Water Treatment Plants and Appurtenant Facilities			
WS	E06-WASD-15	Design of Upgrades to the MDWASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System (Leisure City, Naranja, and Elevated Water Tank, Everglades Labor Camp and Newton Water Treatment Plants and Appurtenant Facilities	$0.00	$8,800,000.00	$8,800,000.00
WS	E08-WASD-03	Engineering design services for upgrades to the WASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities.	$4,400,000.00	$0.00	$4,400,000.00
WS	E08-WASD-03	Engineering design services for upgrades to the WASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities.	$0.00	$4,400,000.00	$4,400,000.00
WS	W-847R (A)	ASR Ultraviolet Disinfection Systems at the West and Southwest Wellfields	$300,000.00	$0.00	$5,830,800.00
WS	W-895	Alexander Orr Jr. Water Treatment Plant 96-Inch Filter Interconnecting Pipe	$0.00	$2,012,982.00	$2,012,982.00
WS	W-895	Alexander Orr Jr. Water Treatment Plant 96-Inch Filter Interconnecting Pipe	$2,300,000.00	$0.00	$2,012,982.00
		Total Allocated:	$15,800,000.00	$15,212,982.00	

Miami-Dade Water and Sewer Department

2008 - 2014 CAPITAL BUDGET / MULTI - YEAR PLAN

WATER PROJECTS

1051. WATER TREATMENT PLANT - ALEXANDER ORR, JR EXPANSION

Commission District(s) 10

	Budget/ Estimate Cost	Prior to 2007 - 2008	FY 2007 - 2008	Total Prior	FY 2008 - 2009	FY 2009 - 2010	FY 2010 - 2011	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	Future	Total	Bond Issue
		Prior			**Projections**								
	67,355,596												
REVENUES													
		0	0	0	0	3,481,004	7,673,998	15,813,262	13,685,931	5,600,000	0	46,254,195	Future WASD Revenue Bonds
		1,160,000	0	1,160,000	0	0	0	0	0	0	0	1,160,000	Plant Expansion Fund - Water
		3,672,996	0	3,672,996	0	0	0	0	0	0	0	3,672,996	WASD Revenue Bonds Sold
		615,295	0	615,295	0	0	0	0	0	0	0	615,295	Water Construction Fund
		4,450,958	0	4,450,958	50,000	811,254	5,513,898	0	2,143,000	2,684,000	0	15,653,110	Water Renewal & Replacement Fund
TOTAL		**9,899,249.0**	**0**	**9,899,249**	**50,000.0**	**4,292,258**	**13,187,896**	**15,813,262**	**15,828,931**	**8,284,000**	**0**	**67,355,596**	
EXPENDITURES													
		0	0	0	0	3,481,004	7,673,998	15,813,262	13,685,931	5,600,000	0	46,254,195	Future WASD Revenue Bonds
		0	0	0	0	910,000	250,000	0	0	0	0	1,160,000	Plant Expansion Fund - Water
		375,857	225,000	600,857	1,350,000	1,557,909	164,230	0	0	0	0	3,672,996	WASD Revenue Bonds Sold
		0	0	0	100,000	515,295	0	0	0	0	0	615,295	Water Construction Fund
		747,000	183,950	930,950	400,000	970,000	5,890,160	2,635,000	2,143,000	2,684,000	0	15,653,110	Water Renewal & Replacement Fund
TOTAL		**1,122,856.4**	**408,950**	**1,531,806**	**1,850,000.0**	**7,434,208**	**13,978,388**	**18,448,262**	**15,828,931**	**8,284,000**	**0**	**67,355,595**	

MIAMI-DADE COUNTY

MEMORANDUM

DATE: November 6, 2008

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

FROM: Penelope Townsley, Director
Department of Small Business Development

SUBJECT: Compliance Review
Project No. E08-WASD-03
Design Services for Upgrades to The Miami-Dade Water and Sewer Department's (MDWASD's) Alexander Orr Water Treatment Plant and The South Miami-Dade Water Supply Systems (SMDW)

The 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 35% CBE sub-consultant goal.

The Professional Services Division of the Miami-Dade Office of Capital Improvements has submitted proposals from Parsons Water & Infrastructure, Inc. (#4), URS Corporation Southern (#6), Earth Tech Consulting, Inc. (#7), and HDR Engineering, Inc. (#8) for compliance review.

Parsons Water & Infrastructure, Inc. (#4) submitted the required Letters of Agreement that listed CBE sub-consultants A.D.A. Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering, and Engineering Construction Management at 20%, Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 1%, Gurri Matute, P.A. to perform Architecture at 3%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying also at 1%, SRS Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, General Civil Engineering, and Engineering Construction Management at 10%, and Vital Engineering, Inc. to perform General Electrical Engineering at 5%. Parsons Water & Infrastructure, Inc. is in compliance with the CBE Participation Provisions.

URS Corporation Southern (#6) submitted the required Letters of Agreement that listed CBE sub-consultants Chen and Associates Consulting Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, and Engineering Construction Management at 10%, Leiter, Perez & Associates, Inc. to perform Surveying and Mapping-Land Surveying and General Civil Engineering at 7%, Cherokee Enterprises, Inc. to perform General Mechanical Engineering and Engineering Construction Management at 5%, Vital Engineering, Inc. to perform General Electrical Engineering also at 5%, Youssef Hachem Consulting Engineering, Inc. to perform General Structural Engineering at 3%, and Louis J. Aguirre & Associates, P.A. to perform General Mechanical Engineering and General Electrical Engineering at 5%. URS Corporation Southern is in compliance with the CBE Participation Provisions.

Earth Tech Consulting, Inc. (#7) submitted the required Letters of Agreement that listed CBE sub-consultants Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering, and Engineering Construction Management at 21%, Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 1%, Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering,

and Engineering Construction Management at 10%, and Robayna and Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, Surveying and Mapping-Land Surveying, and General Civil Engineering at 3%. Earth Tech Consulting, Inc. is in compliance with the CBE Participation Provisions.

HDR Engineering, Inc. (#8) submitted the required Letters of Agreement that listed CBE sub-consultants BCC Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Structural Engineering, and General Civil Engineering at 10%, BND Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, General Civil Engineering, and Engineering Construction Management at 10%, HR Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services at 2%, Nova Consulting, Inc. to perform Environmental Engineering-Wellfield, Groundwater, and Surface Water Protection and Management and General Civil Engineering at 10%, and Architects International, Inc. to perform Architecture at 3%. HDR Engineering, Inc. is in compliance with the CBE Participation Provisions.

Please note, SBD staff only reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

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

PT: vow

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

Dept. of Business Development
Project Worksheet

DEPARTMENT OF BUSINESS DEVELOPMENT

Project/Contract Title: ENG. SERVICES PROPOSED UPGRADES TO ALEXANDER ORR WATER TREATMENT PLANT & THE SOUTH MIAMI-DADE WATER SUPPLY SYSTEM - LEISURE CITY, NARANJA, & ELEVATED WATER TANK, EVERGLADES LABOR CAMP & NEWTON WATER TREATMENT PLANTS & APPURTENANT FACILITIES (SIC 871)

RC Date: 06/25/2008
1-05

Project/Contract No: E08-WASD-03

Funding Source:

Item No:

Department: WATER & SEWER DEPARTMENT

VARIOUS

Estimated Cost of Project/Bid: $4,000,000.00

Resubmittal Date(s):

Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AND COMPREHENSIVE ENGINEERING SERVICES TO UPGRADE THE INFRASTRUCTURE AND OPERATIONS OF WASD. THESE SERVICE WILL INCLUDE BUT NOT LIMITED TO SUCH TASK AS DESIGN SERVICES FOR PLANT UPGRADES AND EXPANSION AS WELL AS RENEWAL AND REPLACEMENT (R & R) PROJECTS FOR THE PLANTS' EXISTING FACILITIES.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	35.00%

Reasons for Recommendation

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

Funding source/s: Future WASD Revenue Bonds and WASD Revenue Bonds

SIC 871 - Architecture and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	$120,000.00	3.00%	49
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT	CBE	$400,000.00	10.00%	13
GENERAL ELECTRICAL ENGINEERING	CBE	$200,000.00	5.00%	28
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	$80,000.00	2.00%	9
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$80,000.00	2.00%	15
GENERAL CIVIL ENGINEERING	CBE	$200,000.00	5.00%	58
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	$200,000.00	5.00%	75
ARCHITECTURE	CBE	$120,000.00	3.00%	46
	Total	$1,400,000.00	35.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

Dept. of Business Development

Project Worksheet

DEPARTMENT OF BUSINESS DEVELOPMENT

Project/Contract Title: ENG. SERVICES PROPOSED UPGRADES TO ALEXANDER ORR WATER TREATMENT PLANT & THE SOUTH MIAMI-DADE WATER SUPPLY SYSTEM - LEISURE CITY, NARANJA, & ELEVATED WATER TANK, EVERGLADES LABOR CAMP & NEWTON WATER TREATMENT PLANTS & APPURTENANT FACILITIES (SIC 871)

RC Date: 06/25/2008
1-05

Project/Contract No: E08-WASD-03

Funding Source: VARIOUS

Item No:

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $4,000,000.00

Resubmittal Date(s):

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ **Goal** 35% **Bid Preference** _____

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

Chairperson, Review Committee	Date	County Manager	Date
	6.25.08		

19

Find Contracts With Search String ==> | Projects

Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Thursday, March 12, 2009

All Contracts for FEIN 470680568

HDR Engineering, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	SW	PSA	E08-SWM-01	Solid Waste Management Master Plan	HDR Engineering, Inc.	N/A	$1,543,195		0% / N/A
30	WS	PSA	E08-WASD-03	Engineering design services for upgrades to the	HDR Engineering, Inc.	N/A	$4,000,000		0% / N/A
0	AV	EDP	EDP-AV-0021A	TMB - TRAFFIC ENGINEERING STUDIES	HDR ENGINEERING, INC.	2/21/2008	$50,000		0% / On Schedule
0	AV	EDP	EDP-AV-0021A-2	TMB - TRAFFIC ENGINEERING STUDIES	HDR Engineering, Inc.	7/7/2008	$3,500		0% / On Schedule
0	AV	EDP	EDP-AV-C-0021A-2	TMB - TRAFFIC ENGINEERING STUDIES	HDR ENGINEERING, INC.	7/16/2008	$3,500		0% / On Schedule
0	MP	EDP	EDP-MP-214F03	TRAFFIC STUDY	HDR ENGINEERING, INC.	12/7/2004	$20,000		100% / Complete
0	PR	EDP	EDP-PR-220901-04-007	PARKING LOT RENOVATION	HDR ENGINEERING, INC.	3/30/2005	$30,000		0% / On Schedule
0	PR	EDP	EDP-PR-99999903003	GENERAL PLAN:BISCAYNE PARK,ROCK PIT 68,& SPANISH	HDR ENGINEERING, INC.	6/9/2003	$45,000		100% / Complete
0	PW	EDP	EDP-PW-20030264	CARIBBEAN BOULEVARD TRAFFIC STUDY	HDR ENGINEERING, INC.	8/3/2004	$48,000		0% / On Schedule
0	PW	EDP	EDP-PW-20040596	FLASHING SCHOOL SIGNAL DESIGN GROUP 1	HDR ENGINEERING, INC.	12/29/2004	$50,000		0% / On Schedule
0	PW	EDP	EDP-PW-CMPA 1	CORRIDOR MASTER PLAN ANALYSIS SW 211 ST	HDR ENGINEERING, INC.	6/2/2005	$50,000		0% / On Schedule
0	SW	EDP	EDP-SW-07S011	GREEN POWER LANDFILL GAS STUDY FOR FPL	HDR ENGINEERING, INC.	6/5/2007	$15,000		0% / On Schedule
0	SW	EDP	EDP-SW-08F015	58TH STREET NEW ACCESS ROAD	HDR ENGINEERING, INC.	7/2/2008	$40,000		0% / On Schedule
0	SW	EDP	EDP-SW-08S024	RENEWAL OF SOUTH DADE LANDFILL TITLE V PERMIT	HDR ENGINEERING, INC.	11/10/2008	$48,500		0% / On Schedule
0	WS	EDP	EDP-WS-S-103	WATER USE AUDITS	HDR ENGINEERING, INC.	9/6/2007	$90,000	2/17/2009	100% / Closed
0	WS	EDP	EDP-WS-S-103-2	WATER USE AUDITS	HDR ENGINEERING, INC.	2/15/2008	$50,000	2/17/2009	100% / Closed
0	WS	EDP	EDP-WS-S-128	WATER USE EVALUATIONS	HDR ENGINEERING, INC.	1/7/2009	$100,000		0% / On Schedule
					Totals:	17	$6,186,695		

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

Contracts Status View | Exit | Projects | Goto Top

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PR	EDP-PR-220901-04-007	EDP	HDR Engineering, Inc.	2/22/2008	Karen Cheney	Completion of construction	3.3
WS	EDP-WS-S-103	EDP	HDR Engineering, Inc.	2/17/2009	Maribel Balbin	Project conclusion or closeout	4.0
WS	EDP-WS-S-103-2	EDP	HDR Engineering, Inc.	2/17/2009	Maribel Balbin	Project conclusion or closeout	4.0

Evaluation Count: 3 Contractors: 1 Average Evaluation: 3.8

Exit

DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 02/18/2004 **To:** 02/18/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PR-C-60080203003 BLACKPOINT MARINA TRAILERS PARKING LOT TRAFFIC STUDY	1	PR	NO MEASURE	04/12/2004	$0.00
					$0.00
EDP-PW-20030264 CARIBBEAN BOULEVARD TRAFFIC STUDY	1	PW	NO MEASURE	08/03/2004	$35,460.00
					$35,460.00
* EDP-MP-214F03 TRAFFIC STUDY	1	MP	NO MEASURE	12/07/2004	$30,000.00
					$30,000.00
EDP-PW-20040596 FLASHING SCHOOL SIGNAL DESIGN GROUP 1	1	PW	NO MEASURE	12/29/2004	$47,034.11
					$47,034.11
EDP-PR-220901-04-007 PARKING LOT RENOVATION	1	PR	NO MEASURE	03/30/2005	$30,000.00
					$30,000.00

22

* Indicates closed or expired contracts

DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 02/18/2004 **To:** 02/18/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PW-CMPA 1 CORRIDOR MASTER PLAN ANALYSIS SW 211 ST	1	PW	NO MEASURE	06/02/2005	$48,425.00
					$48,425.00
EDP-SW-07S011 GREEN POWER LANDFILL GAS STUDY FOR FPL	1	SW	NO MEASURE	06/05/2007	$37,200.00
					$37,200.00
EDP-WS-S-103 WATER USE AUDITS	1	WS	NO MEASURE	09/06/2007	$98,256.50
					$98,256.50
EDP-WS-S-103-2 WATER USE AUDITS	1	WS	NO MEASURE	02/15/2008	$50,000.00
					$50,000.00
EDP-AV-0021A TMB - TRAFFIC ENGINEERING STUDIES	1	AV	NO MEASURE	02/21/2008	$18,500.00
					$18,500.00

23

* Indicates closed or expired contracts

DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 02/18/2004 **To:** 02/18/2009

FIRM NAME: **HDR ENGINEERING, INC.**
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-SW-08F015 58TH STREET NEW ACCESS ROAD	1	SW	NO MEASURE	07/02/2008	$40,000.00
					$40,000.00
EDP-AV-0021A-2 TMB - TRAFFIC ENGINEERING STUDIES	1	AV	NO MEASURE	07/16/2008	$3,500.00
					$3,500.00
EDP-SW-08S024 RENEWAL OF SOUTH DADE LANDFILL TITLE V PERMIT	1	SW	NO MEASURE	11/10/2008	$48,500.00
					$48,500.00
EDP-WS-S-128 WATER USE EVALUATIONS	1	WS	NO MEASURE	01/07/2009	$100,000.00
					$100,000.00

Total Award Amount **$586,875.61**
Total Change Orders Approved by BCC **$0.00**

24

* Indicates closed or expired contracts

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
HDR ENGINEERING, INC.

Agreement No. 09HDRE002

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and HDR ENGINEERING, INC., a Nebraska 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 and construction management services to upgrade the Miami-Dade Water and Sewer Department's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities- hereinafter referred to as the "Project".

TABLE OF CONTENTS

Paragraph No.	Subject
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
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 "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 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 WASD. The services under this Agreement shall be performed by the ENGINEER. Said services include providing engineering and construction management services to upgrade the infrastructure and operations of the Miami-Dade Water and Sewer Department's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems including the Elevated Water Tank, Leisure City, Naranja, Everglades Labor Camp, and Newton Water Treatment Plants, and appurtenant facilities.

The ENGINEER will provide engineering design services for plant upgrades and expansion projects as well as renewal and replacement (R&R) projects for the plant's existing facilities. R & R services will include the evaluation of existing equipment conditions, capacity and useful life expectancy as well as preparation of a prioritized rehabilitation or replacement schedule and any supportive task ancillary to the primary scope.

In addition, design services may include, but not limited to, performing preliminary site investigations, survey, geotechnical work, hydraulic modeling and analysis, coordination with other utilities, preparation of design reports, and preparation of drawings and contract specifications for civil and hydro-geological services, structural, mechanical, electrical projects and architectural projects. Services during the permitting and procurement phases may include: obtaining dry-run permits to produce a final design, participation in obtaining final environmental and building permits, and providing assistance during the bidding and negotiation of the upgrades. Construction related services are required to provide technical support during the construction on an as-needed basis. Technical support during construction will include such tasks as site inspections and attendance at meetings, information requests, review of claims and potential change orders, review of contracts schedule and schedule of values, and record drawings. Project coordination services will include establishing a plan to implement projects, establish and track project schedules, budget and deadlines, prepare status reports and attend meetings as requested.

Additional tasks are anticipated to include:

Evaluation and formulation of plans for improving or optimizing the treatment processes including designing and conducting pilot studies and providing construction cost and operation and maintenance estimates. Perform studies and provide recommendations related to improving plant operations and efficiency including applicable safety standards, staffing, energy conservation, security, residuals management, corrosion control, architectural services and asset management issues. This includes site specific

staffing training, preparation of operation and maintenance manuals and operational practices manuals. The services may also include an on-site resident at the plant.

- Provide services for evaluation of regulatory requirements including preparation of compliance documents and reports.
- Provide technical support and assistance for computer system data integration with the programs and systems currently utilized. Provide assistance in selecting and procuring software and hardware enhancements.
- Provide other related engineering services related to the upgrades at the water treatment plants as required, such as, participation on a Miami-Dade County Technical Advisory Committee.

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

1. Kick-Off Meeting, Data Collection and Asset Inventory Review
2. Facility Assessments
3. Report Preparation

The total compensation for Task Authorization One is $331,684.53 and the work should be completed 104 calendar days once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by WASD Director or his designee. Additional task orders as authorized by 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 the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.

B. Maintain an adequate staff of qualified personnel at all times to ensure completion of the work 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. Provide a written report on 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 effective term of the agreement and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.

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 Management Information System (MIS) Division of WASD. MIS 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 MIS. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by MIS.

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 MIS 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 identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 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 shall be notified by the department to intervene, in an effort to resolve any delays.

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

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

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

6. COMPENSATION: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by 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.

B. Lump Sum Fee: The fee for any requested portion of work may, at the option of 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 the ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Section 112.061, Florida Statutes, and the COUNTY's Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by WASD and the ENGINEER shall submit said records with their invoices.
3) 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 four million dollars ($4,000,000), excluding contingency allowance in Paragraph 6.E below. 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 WASD for unforeseen conditions necessitating additional design engineering services. Before any extra work is begun a task authorization from 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 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's, 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 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: Charles T. Sinclair, P.E. and C. Edwin Copeland, Jr., P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days

prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

9. SCHEDULE OF WORK: 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 WASD. All documents other than drawings shall be in a print ready electronic format acceptable to WASD. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to 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 the 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: BCC Engineering, Inc. (CBE); BND Engineers, Inc. (CBE); HR Engineering Services, Inc. (CBE); Nova Consulting, Inc. (CBE); Architects International (CBE); Tetra Tech, Inc.; and Media Relations Group, LLC. 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 35% on the total amount of compensation for design services authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a "Monthly Utilization Report" on or before the tenth working day following the preceding month.

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

adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

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

17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the 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 effective for a period of six (6) years after its date of execution. Actual completion of the services authorized prior to the expiration date may be extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited, to indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with 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, 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 WASD's Intergovernmental Affairs Chief, Suite 538-5, 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 521550, Miami, Florida 33152:

1) A source of income statement;
2) A current certified financial statement; or
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 Work 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) 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;
17) 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;
18) 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;
19) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
20) Architectural and Engineering Selection Process, Administrative Order 3-39;

21) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
22) Criminal Record, Ordinance No. 94-34;
23) 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:

A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.

B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

C. Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.

D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

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; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

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

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 IG, 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 is 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, IG has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The IG shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the ENGINEER, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the right to inspect and copy all documents and records in the ENGINEER's possession, custody or control which, in the IG's sole judgment, pertain to performance of the 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:

A. 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

B. 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 of the COUNTY to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the COUNTY by the ENGINEER or third parties.

Exception: The above application of one-quarter (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 IG 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 Administrative Order 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 the ENGINEER, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to the ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the agreement, including but not limited, to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with

successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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 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 certain COUNTY property is restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to such COUNTY property, the ENGINEER agrees to comply with the security ordinance and any other

requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to COUNTY property. Prior to commencing work at any COUNTY property, 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

By: _____
Harvey Ruvin,
Clerk of the Board

By: _____
Carlos Alvarez
County Mayor

WITNESSETH:

HDR ENGINEERING, Inc.
Firm Name (Place Corporate Seal)

_____
Signature

By: _____
~~President~~ SR. VICE PRESIDENT

_____
Printed Name

CHARLES T. SINCLAIR
Printed Name

_____
Signature

Sindia Valentin
Printed Name

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

"EXHIBIT A"

SEE ATTACHMENT

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. : 09HDRE002 **Federal Employer Identification Number (FEIN):** 47-0680568

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 omending 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		

CHARLES T. SINCLAIR — Printed Name of Affiant

SR. VICE PRESIDENT — Printed Title of Affiant

[signature] — Signature of Affiant

HDR Engineering, Inc — Name of Firm

2/16/09 — Date

15450 New Barn Road, suite 304, Miami Lakes — Address of Firm

Florida — State

33014 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 16th day of, Feb 20 09.

by Charles T. Sinclair He or she is personally known to me ☑ or has produced identification ☐

Type of identification produced _____

[signature] — Signature of Notary Public

Damarys DeLa Torre — Print or Stamp of Notary Public

3/1/11 — Expiration Date

DAMARYS DE LA TORRE
Notary Public - State of Florida
My Commission Expires Mar 1, 2011
Commission # DD645554
Bonded Through National Notary Assn.

Serial Number

Notary Public Seal

48

7/21/08 A&E

EXHIBIT B

Miami Dade Water and Sewer Department
Alexander Orr, Jr. Water Treatment Plant
E08-WASD-03
Task Authorization No. 1
Alexander Orr, Jr. WTP Facility Assessment Study

The Miami-Dade Water and Sewer Department (WASD) has requested a Scope of Services from HDR Engineering, Inc. (HDR) to provide a Facility Assessment Study for the Alexander Orr, Jr. Water Treatment Plant (Orr WTP) as part of solicitation number E08-WASD-03. The study will evaluate needed equipment repairs, replacements and/or improvements, associated planning-level cost estimates and a prioritization schedule of the identified facility needs for the Orr WTP. The Scope includes the following technical disciplines: electrical and instrumentation, mechanical, heating, ventilation and air conditioning (HVAC), structural, and miscellaneous specialty disciplines as may be warranted. This Task Authorization 1 (TO 1) will result in a summary memorandum to outline required renewal and replacement (R&R) projects, capital projects, and operation and maintenance (O&M) projects to assist Orr WTP personnel to operate the facility to meet permit requirements.

The work will be carried out through completion of the following three tasks:

Task 1 - Kick-Off Meeting and Data Collection and Asset Inventory Update
Task 2 - Facility Assessments
Task 3 - Report Preparation

Meetings between WASD staff and HDR team members will be scheduled to facilitate the exchange of information.

Task 1 – Kick-Off Meeting, Data Collection and Asset Inventory Review

Objective

The objective of this task is to review and evaluate the existing list of major facility assets provided by WASD. Data related to the assets will be collected as well as current Orr WTP's formalized O&M procedures.

Approach

HDR will coordinate a Kick-Off Meeting with WASD personnel to review the existing inventory of assets. (An initial inventory was provided by WASD to HDR on January 30, 2009) During this portion of the task, HDR will also review with WASD staff existing major process and O&M data currently available for the Orr WTP that is relevant to this task authorization in order to develop an additional information request. Within seven (7) calendar days of this meeting, HDR will submit an additional data request to WASD. In general this request will include WASD's existing equipment tagging system,

twelve (12) months of plant process-related data, As-Built drawings and appropriate design criteria/studies, O&M manuals, maintenance records, and copies of recent sanitary surveys by the primacy agency. The data request will also include the status of ongoing capital projects and major equipment projects, monthly operating reports for the facility, and maintenance logs of selected equipment. After the data has been submitted to HDR and reviewed, a meeting will be held with appropriate WASD staff to review the data provided, review and finalize the list of assets to be assessed and the preliminary assessment schedule. Processes to be assessed and responsible parties to assist will be identified. During the meeting the following categories of assets will be reviewed and discussed:

- Equipment\Facility assets that have failed or may be about to fail,
- Equipment\Facility assets that have reached or may have exceeded their useful life,
- Equipment\Facility assets that will need to be replaced within 1 to 5 years,
- Equipment\Facility assets that will need to be replaced within 5 to 10 years,
- Equipment\Facility assets that will need to be replaced beyond 10 years, and
- Equipment\Facility assets that are no longer required for the operation of the plant.

Task Deliverables

The anticipated deliverables for this task include the following:

- Formal data request,
- Updated inventory and list of data collected,
- Meeting Agenda and meeting minutes,
- List of assets to be assessed and data to be collected during field assessments,
- Proposed assessment schedule.

Task 2 - Facility Assessments

Objective

The objective of this task is to conduct field assessments and reconnaissance, in collaboration with WASD personnel, and specific equipment testing to collect information concerning the condition of major treatment facility assets identified during Task 1.

Approach

The facility assessment will be conducted to minimize potential impact to the plant operations. The assessment will be conducted over no more than a one (1) week period. It will be necessary that appropriate Orr WTP personnel be available during the

assessment to accompany the HDR assessment team. The HDR assessment team will include a senior level engineer:

Field Assessment

The HDR assessment team will conduct a facility and equipment assessment on the major assets identified in Task 1 to evaluate their condition. Non-operational, out of service and damaged assets will be documented by the team. Key staff involved in the day-to-day O&M of the Orr WTP will be interviewed during the assessment to gain additional insight into the R&R needs.

- **Electrical:** This sub-task includes the assessment of electrical assets identified in Task 1. It will be necessary to open electrical panels. If the equipment associated with the panels is not operating it may be necessary to start or stop equipment. These start-ups and shut-downs should be brief and will be scheduled to the greatest extent possible during periods that should not affect plant operations.

- **Mechanical/HVAC:** This assessment includes the mechanical assets identified in Task 1 in addition to HVAC systems within the plant buildings.

- **Structural:** The facility assets of the Orr WTP identified in Task 1 will be included in the structural assessments in addition to buildings and plant structures.

- **Instrumentation and Controls (I&C):** The instrumentation and controls assessment includes the plant instrumentation and controls and the plant control room. The assessment includes the existing equipment as well as the design and actual capabilities, and usage of the system. Malfunctioning control equipment and systems will be identified and prioritized for repair or replacement.

- **Testing:** In addition to facility and equipment assessments this task will include specific equipment testing. Upon completion of the assessments the list of equipment to be tested may be adjusted based on the information collected. The testing will include thermography, vibration analysis and oil particle wear analysis to assist in determining the condition of certain equipment. If available, results of previous assessments completed by WASD staff will be compared to the test results obtained for this task. Should additional testing beyond the scope of this task be identified, recommendation(s) of such will be included in the list of R&R needs. On-site testing shall be targeted to be performed over a 5 day period.

Debriefing

Following the assessment, the HDR Team will meet with WTP staff to conduct a debriefing session. During the session, a preliminary review of the activities will be presented and discussed to evaluate the asset evaluation activities completed or if conditions were identified that may require additional attention.

Planning Level Repair or Construction Cost

Following the field assessment and testing, evaluation of the proposed R&R activities, associated planning-level repair or planning-level construction cost evaluations will be prepared for selected equipment/structures requiring R&R. The planning-level repair or construction cost evaluations will be summarized by priority developed in collaboration with WASD personnel using the categories developed in Task 1.

Any opinions of probable project cost or probable construction cost provided by HDR are made on the basis of information available to HDR and on the basis of HDR's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since HDR has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, HDR does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost HDR prepares.

The R&R activities with associated planning level, budgetary repair or construction cost evaluations will be compiled in an Excel spreadsheet. This spreadsheet design will be shared with WASD. Based on feedback received by WASD, HDR will review the comments and adjust the database as appropriate to integrate the spreadsheet into a form that could be used to enter the data into the existing computerized maintenance and management system (CMMS).

R&R Needs List

A consolidated list identifying the R&R needs will be prepared. A meeting will be held with WASD staff to present the R&R needs, the associated recommended repairs and improvements and the repair or construction cost estimate for completing the repairs and improvements as well as the prioritization of the proposed R&R needs. Upgrades and repairs previously identified by WASD staff for the Orr WTP will be highlighted for review during the meeting.

Task Deliverables

- A list of facility and equipment assets assessed, their condition based on the field assessment.
- Identified R&R needs and anticipated repairs.
- Planning level cost evaluations for completing identified R&R repairs.
- Prioritization of R&R needs by placement into categories. Impact to operation of the plant should be considered in the prioritization.
- Database with R&R needs, required repairs and estimated repair or construction costs.

Task 3 - Report Preparation

Objective

The objective of this task is to prepare a report summarizing the work conducted in Tasks 1 and 2 and present the R&R needs along with the planning level repair cost evaluations and prioritization schedule.

Approach

A summary of the data collected in Task 1, the updated assets inventory, summary of field assessments and testing, and summary of meetings will be presented in a report. Five (5) copies of the draft report will be presented to WASD for review and comment. During the review period, a meeting with appropriate WASD staff will be conducted to present a summary of the draft final report and findings. Upon receipt of comments, HDR will prepare and submit 10 copies of the final report. The intent of the report is to present the following:

- Summary of Meetings on the Draft Report,
- R&R needs,
- Planning level cost evaluations for the repairs\replacements,
- Prioritization of the repairs\replacements,
- Preliminary schedule for completing the repairs\replacements based on the prioritization and potential grouping of projects, and
- Preliminary engineering costs associated with preparing construction documents for the proposed repairs\replacements and associated schedule.

Task Deliverables

- 5 copies of the draft report
- 10 copies of the final report
- 10 electronic copies of the final report in PDF format
- 1 electronic copy of the final report in native file format including a functional version of the R&R needs database

Schedule

It is anticipated that the work described in this scope will require approximately 15 weeks for competition. A project schedule is presented as Attachment A. A proposal for engineering services and labor expenses is presented as Attachment B.

HDR Engineering, Inc.
February 5, 2009

ATTACHMENT B - Draft Proposal for Engineering Services Labor Expenses - Task 1 Alexander Orr, Jr. Water Treatment Plant Needs Assessment - HDR Engineering, Inc.

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1		Task 2		Task 3										Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal	Chuck Sinclair	1.0	125.00	2	$ 250.00	8	$ 1,000.00	4	$ 500.00		$ -		$ -		$ -		$ -	14	$1,750.00	$1,750.00
Project Manager	Ed Copeland	2.85	87.75	8	$ 702.00	36	$ 3,159.00	16	$ 1,404.00		$ -		$ -		$ -		$ -	60	$5,265.00	$15,005.25
Senior Engineer	Roger Noak	2.85	73.50	8	$ 588.00	54	$ 3,969.00	16	$ 1,176.00		$ -		$ -		$ -		$ -	78	$5,733.00	$16,339.05
Project Engineer	Heather Manganiello	2.85	32.65	38	$ 1,240.70	98	$ 3,199.70	40	$ 1,306.00		$ -		$ -		$ -		$ -	176	$5,746.40	$16,377.24
Senior Engineer	Barry Rowland	2.85	65.00	4	$ 260.00	48	$ 3,120.00	8	$ 520.00		$ -		$ -		$ -		$ -	60	$3,900.00	$11,115.00
Enginer (EI)	Brooke Ahrens	2.85	30.50	40	$ 1,220.00	98	$ 2,989.00	40	$ 1,220.00		$ -		$ -		$ -		$ -	178	$5,429.00	$15,472.65
Senior Engineer	Pete D'Adamo	2.85	74.20	2	$ 148.40	8	$ 593.60	8	$ 593.60		$ -		$ -		$ -		$ -	18	$1,335.60	$3,806.46
Senior Engineer	Glen Dostal	2.85	83.00		$ -	8	$ 664.00	8	$ 664.00		$ -		$ -		$ -		$ -	16	$1,328.00	$3,784.80
Senior Engineer	YoJung Chang	2.85	89.08	0	$ -	4	$ 356.32	0	$ -		$ -		$ -		$ -		$ -	4	$356.32	$1,015.51
Senior Engineer	Richard Glassen	2.85	67.45		$ -	24	$ 1,618.80	8	$ 539.60		$ -		$ -		$ -		$ -	32	$2,158.40	$6,151.44
Estimator	Scott Bishop	2.85	32.50		$ -	60	$ 1,950.00	16	$ 520.00		$ -		$ -		$ -		$ -	76	$2,470.00	$7,039.50
Project Administrator	Ella Kadoche	2.85	31.00	8	$ 248.00	48	$ 1,488.00	32	$ 992.00		$ -		$ -		$ -		$ -	88	$2,728.00	$7,774.80
	HDR Engineer, Inc. Sub-totals			110	$ 5,000.00	494	$ 24,107.42	196	$ 4,723.36	0	$ -	0	$ -	0	$ -	0	$ -	800	$38,199.72	$105,631.70
	Tetra Tech, Inc. Sub-Totals			36	$ 1,913.20	254	$ 12,514.20	98	$ 4,723.36									388	$ 19,150.76	$54,579.67
	BCC Engineering, Inc. Sub-totals			28	$ 1,270.56	136	$ 5,041.12	66	$ 2,450.68									230	$ 8,762.36	$24,972.73
	NOVA Consulting, Inc. - SubTotals			44	$ 1,365.96	148	$ 4,975.76	70	$ 2,450.39									262	$ 8,792.11	$25,057.51
	BND Engineers, Inc. - Sub-Totals			24	$ 1,086.82	144	$ 5,168.68	72	$ 2,533.48									240	$ 8,788.98	$25,048.59
	Architects International - Sub-Total			2	$ 116.34	33	$ 1,723.76	10	$ 771.70									45	$ 2,611.80	$7,443.63
	HR Engineering - Sub-Total			2	$ 115.65	20	$ 990.23	17	$ 608.94									39	$ 1,714.82	$4,887.24
	Engineering Team Sub-Totals			244	$ 10,752.88	1,209	$ 54,521.17	512	$ 18,261.91									1,965	$ 83,535.96	$247,621.07

Summary of Direct Expenses includes all Team Members

Units	No. of	$/Unit	Total
Air Travel	3	Coach class - from to	1,200.00
Lodging (by days)	18	See Attached "Maximum Daily Lodging Rates"	2,700.00
Car Rental (by days)	10	$35.00/day	350.00
Gas (for rental cars only)	100	$3.75/gallon	375.00
Food			
Breakfast	18	$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	126.00
Lunch	18	$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	198.00
Dinner	18	$18.00 (when travel begins before 6 p.m and extends beyond 8 p.m)	324.00
Mileage	700	$0.48529/mile (for use of personal vehicle)	339.69
Copy and Printing			5,250.00
Overnight Express, etc.			2,373.63
		Subtotal Direct Expense	$ 13,236.32
Total Labor and Direct Expenses = $ 260,857.39		IG of .25% (if applicable) = $ 652.14	**Labor, Direct Expense and I.G.** **$ 261,509.53**

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
Fied Testing Venndor			70000.00
		Subtotal Reimbursable Expenses	$ 70,000.00
IG of .25% (if applicable) =	$ 175.00	**Reimbursable Expense & I.G.**	**$ 70,175.00**

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 331,684.53

59

HDR Engineering, Inc.
February 5, 2009

ATTACHMENT B - Draft Proposal for Engineering Services Labor Expenses - Task 1 Alexander Orr, Jr. Water Treatment Plant Needs Assessment - Tetra Tech, Inc.

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1		Task 2		Task 3										Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal		1.0	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.0
Principal Process/Mechanical Engineer	James Christopher, P.E.	2.85	$83.66	8	$ 669.28	48	$ 4,015.68	12	$ 1,003.92		$ -		$ -		$ -		$ -	68	$5,688.88	$16,213.3
Sr. Engineer/QA/QC/Costs	John Toomey, P.E.	2.85	62.1	0	$ -	8	$ 496.80	8	$ 496.80		$ -		$ -		$ -		$ -	16	$993.60	$2,831.7
Senior Electrical Engineer	Gene Jones, P.E.	2.85	54.33	16	$ 869.28	64	$ 3,477.12	24	$ 1,303.92		$ -		$ -		$ -		$ -	104	$5,650.32	$16,103.4
Project Engineer	Jon Bundy, P.E.	2.85	41	0	$ -	32	$ 1,312.00	10	$ 410.00		$ -		$ -		$ -		$ -	42	$1,722.00	$4,907.7
Project Engineer	Alicia Verea-Feria	2.85	33.68	8	$ 269.44	56	$ 1,886.08	16	$ 538.88		$ -		$ -		$ -		$ -	80	$2,694.40	$7,679.0
Project Engineer	Mathew Doan, PE	2.85	40.89	0	$ -	8	$ 327.12	16	$ 654.24		$ -		$ -		$ -		$ -	24	$981.36	$2,796.8
Administrative Assistant:	Administrative Assistant: Sally Alfieri	2.85	26.3	4	$ 105.20	38	$ 999.40	12	$ 315.60		$ -		$ -		$ -		$ -	54	$1,420.20	$4,047.5
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.0
			Sub-totals	36	$ 1,913.20	254	$ 12,514.20	98	$ 4,723.36	0	$ -	0	$ -	0	$ -	0	$ -	388	$19,150.76	$54,579.6

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel	1	Coach class - from to	400.00
Lodging (by days)	6	See Attached "Maximum Daily Lodging Rates"	900.00
Car Rental (by days)		$35.00/day	0.00
Gas (for rental cars only)		$3.75/gallon	0.00
Food			
Breakfast	6	$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	42.00
Lunch	6	$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	66.00
Dinner	6	$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	108.00
Mileage	250	$0.48529/mile (for use of personal vehicle)	121.32
Printing and copying			1,000.00
Express Shipments, etc.			500.00
		Subtotal Direct Expense	$ 1,637.32
Total Labor and Direct Expenses =	$ 56,216.99	IG of .25% (if applicable) = $ 140.54	Labor, Direct Expense and I.G. $ 56,357.53

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

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
IG of .25% (if applicable) =		$ -	Reimbursable Expense & I.G. $ -

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 56,357.53

5

HDR Engineering, Inc.
February 5, 2009

ATTACHMENT B - Draft Proposal for Engineering Services Labor Expenses - Task 1 Alexander Orr, Jr. Water Treatment Plant Needs Assessment - HR Enginering

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1		Task 2		Task 3										Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal	--	1.0	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Senior Geotechnical Engineer	Hernado Ramos	2.85	57.82	2	$ 115.65	16	$ 925.19	8	$ 462.60		$ -		$ -		$ -		$ -	26	$1,503.44	$4,284.80
Senior Engineer		2.85	45.94		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Senior Engineer		2.85	36.50		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer	--	2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Clerical	Elizabeth Domlli	2.85	16.26		$ -	4	$ 65.04	9	$ 146.34		$ -		$ -		$ -		$ -	13	$211.38	$602.43
			Sub-totals	2	$ 115.65	20	$ 990.23	17	$ 608.94	0	$ -	0	$ -	0	$ -	0	$ -	39	$1,714.82	$4,887.24

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48529/mile (for use of personal vehicle)	
		Subtotal Direct Expense	$ -
Total Labor and Direct Expenses = $ 4,887.24		IG of .25% (if applicable) = $ 12.22	**Labor, Direct Expense and I.G.** **$ 4,899.45**

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

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
IG of .25% (if applicable) =		$ -	**Reimbursable Expense & I.G.** **$ -**

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 4,899.45

59

HDR Engineering, Inc.
February 5, 2009

ATTACHMENT B - Draft Proposal for Engineering Services Labor Expenses - Task 1 Alexander Orr, Jr. Water Treatment Plant Needs Assessment - Architects Interntional

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1		Task 2		Task 3										Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal		1.0	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager	Juan Crespi	2.85	58.17	2	$ 116.34	28	$ 1,628.76	10	$ 581.70		$ -		$ -		$ -		$ -	40	$2,326.80	$6,631.38
Senior Engineer		2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Senior Engineer		2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer		2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician		2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician		2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter		2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Clerical	Antonia Hichez	2.85	19.00		$ -	5	$ 95.00	10	$ 190.00		$ -		$ -		$ -		$ -	15	$285.00	$812.25
			Sub-totals	2	$ 116.34	33	$ 1,723.76	20	$ 771.70	0	$ -	0	$ -	0	$ -	0	$ -	55	$2,611.80	$7,443.63

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48529/mile (for use of personal vehicle)	
		Subtotal Direct Expense	$ -
Total Labor and Direct Expenses = $ 7,443.63		IG of .25% (if applicable) = $ 18.61	**Labor, Direct Expense and I.G.** **$ 7,462.24**

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

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
IG of .25% (if applicable) =		$ -	**Reimbursable Expense & I.G.** **$ -**

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 7,462.24

57

HDR Engineering, Inc.
February 5, 2009

ATTACHMENT B - Draft Proposal for Engineering Services Labor Expenses - Task 1 Alexander Orr, Jr. Water Treatment Plant Needs Assessment - BND Engineers, Inc.

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1		Task 2		Task 3										Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal	--	1.0	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager	Kevin Williams	2.85	58.27	2	$ 116.54	4	$ 233.08	4	$ 233.08		$ -		$ -		$ -		$ -	10	$582.70	$1,660.70
Senior Engineer	Winston Lucky	2.85	46.11	20	$ 922.20	40	$ 1,844.40	16	$ 737.76		$ -		$ -		$ -		$ -	76	$3,504.36	$9,987.43
Senior Engineer	Marta Torres	2.85	39.74		$ -	44	$ 1,748.56	20	$ 794.80		$ -		$ -		$ -		$ -	64	$2,543.36	$7,248.58
Engineer	--	2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
CADD Technician	Toni Williams	2.85	23.86		$ -	20	$ 477.20	8	$ 190.88		$ -		$ -		$ -		$ -	28	$668.08	$1,904.03
Drafter	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Clerical	Katherine Simmonds	2.85	24.04	2	$ 48.08	36	$ 865.44	24	$ 576.96		$ -		$ -		$ -		$ -	62	$1,490.48	$4,247.87
			Sub-totals	24	$ 1,086.82	144	$ 5,168.68	72	$ 2,533.48	0	$ -	0	$ -	0	$ -	0	$ -	240	$8,788.98	$25,048.55

Summary of Direct Expenses

Units	No of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48529/mile (for use of personal vehicle)	
Printing			750.00
Express Shipment, etc.			204.96
		Subtotal Direct Expense	$ 954.96
Total Labor and Direct Expenses = $ 26,003.55		IG of .25% (if applicable) = $ 65.01	**Labor, Direct Expense and I.G.** **$ 26,068.56**

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

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
IG of .25% (if applicable) =		$ -	**Reimbursable Expense & I.G.** **$ -**

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 26,068.56

2

HDR Engineering, Inc.
February 5, 2009

ATTACHMENT B - Draft Proposal for Engineering Services Labor Expenses - Task 1 Alexander Orr, Jr. Water Treatment Plant Needs Assessment - NOVA Consulting, Inc.

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1		Task 2		Task 3										Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal	--	1.0	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager	Steven Eagle	2.85	65.38	2	$ 130.76	6	$ 392.28	11	$ 719.18		$ -		$ -		$ -		$ -	19	$1,242.22	$3,540.33
Senior Engineer	Juan Prieto	2.85	48.65	12	$ 583.80	40	$ 1,946.00	10	$ 486.50		$ -		$ -		$ -		$ -	62	$3,016.30	$8,596.46
Senior Engineer	John Semper	2.85	36.06		$ -	22	$ 793.32	9	$ 324.54		$ -		$ -		$ -		$ -	31	$1,117.86	$3,185.90
Project Engineer	Jose Rovira	2.85	20.67	20	$ 413.40	32	$ 661.44	15	$ 310.05		$ -		$ -		$ -		$ -	67	$1,384.89	$3,946.94
Sr. Technician	Orlando Alfonso		31.25		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
CADD	Carlos Munoz	2.85	25.48		$ -	24	$ 611.52	9	$ 229.32		$ -		$ -		$ -		$ -	33	$840.84	$2,396.35
Clerical	Kirenia Borbolla	2.85	23.80	10	$ 238.00	24	$ 571.20	16	$ 380.80		$ -		$ -		$ -		$ -	50	$1,190.00	$3,391.50
			Sub-totals	44	$ 1,365.96	148	$ 4,975.76	70	$ 2,450.39	0	$ -	0	$ -	0	$ -	0	$ -	262	$8,792.11	$25,057.51

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48529/mile (for use of personal vehicle)	
Printing and Copying			750.00
Express shipments, eyc			197.63
		Subtotal Direct Expense	$ 947.63
Total Labor and Direct Expenses = $ 26,005.14		IG of .25% (if applicable) = $65.01	**Labor, Direct Expense and I.G.** **$ 26,070.16**

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
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
IG of .25% (if applicable) =		$ -	**Reimbursable Expense & I.G.** **$ -**

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 26,070.16

53

HDR Engineering, Inc.
February 5, 2009

ATTACHMENT B - Draft Proposal for Engineering Services Labor Expenses - Task 1 Alexander Orr, Jr. Water Treatment Plant Needs Assessment - BCC Engineering, Inc.

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1		Task 2		Task 3										Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal	--	1.0	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager	Jose Munoz	2.85	65.00	2	$ 130.00	4	$ 260.00	4	$ 260.00		$ -		$ -		$ -		$ -	10	$650.00	$1,852.50
Senior Engineer	Juan Fuentes	2.85	45.94	24	$ 1,102.56	48	$ 2,205.12	22	$ 1,010.68		$ -		$ -		$ -		$ -	94	$4,318.36	$12,307.33
Engineer	Felix Diaz	2.85	36.50		$ -	56	$ 2,044.00	24	$ 876.00		$ -		$ -		$ -		$ -	80	$2,920.00	$8,322.00
Engineer	--	2.85	0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter	--		0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Clerical	Carissa Dominguez	2.85	19.00	2	$ 38.00	28	$ 532.00	16	$ 304.00		$ -		$ -		$ -		$ -	46	$874.00	$2,490.90
			Sub-totals	28	$ 1,270.56	136	$ 5,041.12	66	$ 2,450.68	0	$ -	0	$ -	0	$ -	0	$ -	230	$8,762.36	$24,972.73

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35 00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48529/mile (for use of personal vehicle)	
			750.00
			200.00
		Subtotal Direct Expense	$ 950.00
Total Labor and Direct Expenses = $ 25,922.73		IG of .25% (if applicable) = $ 64.81	**Labor, Direct Expense and I.G. $ 25,987.53**

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

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
IG of .25% (if applicable) =	$ -		**Reimbursable Expense & I.G. $ -**

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

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 25,987.53

60

WASD Task Order 1

Duration	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15
	1 3 5	7 9 11 13	15 17 19	21 23 25 27	29 31 33	35 37 39 41	43 45 47	49 51 53 55	57 59 61	63 65 67 69	71 73 75	77 79 81 83	85 87 89	91 93 95 97	99 101 103
104 days															
46 days															
1 day															
1 day															
14 days															
10 days															
7 days															
9 days															
4 days															
1 day															
7 days															
1 day															
61 days															
5 days															
6 days															
1 day															
1 day															
1 day															
5 days															
1 day															
14 days															
14 days															
10 days															
9 days															
13 days															
1 day															
1 day															
5 days															
1 day															
27 days															
14 days															
1 day															
1 day															
7 days															
1 day															

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**8(R)1(C)**
File Number:	**090845**
Committee(s) of Reference:	Board of County Commissioners
Date of Analysis:	May 18, 2009
Type of Item:	Contract Award (Professional Service Contract)
Commission District:	Countywide

Summary

This resolution awards HDR Engineering, Inc. a 6 year non-exclusive professional service contract (Contract No: E08-WASD-03), in the amount of $4.4 million, to upgrade, expand and/or replace the infrastructure and operations of:

- Water & Sewer Department's (WASD) Alexander Orr Water Treatment Plant;
- the South Miami-Dade Water Supply Systems which includes the following 5 small treatment plants:
    - Elevated Water Tank Treatment Plant,
    - Leisure City Water Treatment Plant,
    - Naranja Water Treatment Plant,
    - Everglades Labor Camp Water Treatment Plant, and
    - Newton Water Treatment Plant.

Background and Relevant Legislation

To implement the County's Water Facilities Master Plan - which provides a blueprint for assessing and improving the County's South Dade Water Supply System, various components of water services, and the development of a water treatment and transmission system to meet projected demands. WASD is recommending HDR Engineering, Inc. as the firm most capable of upgrading the County's water facilities. The firm is an employee-owned architectural, engineering and consulting firm with over 165 locations worldwide. The firm has been hired by the Manasota Regional Water Supply Authority and the North Fort Myers Utility, Inc. to provide a Water Supply Plan and Wastewater Treatment Plant Expansion, respectively. (Source: firm's website).

There are no reported violations. The Firm History Report reports that the firm has received 14 contracts from the County within the last 5 years totaling $586,875.

If approved, HDR Engineering, Inc. would be required to provide the following engineering design services:

- preliminary site investigations; surveys; geotechnical work; hydraulic modeling and analysis; coordination with other utilities; preparation of design reports, preparation of drawings and contract specifications for hydro-geological services, and for civil, structural, mechanical, electrical engineering, and architectural projects.

Services during the permitting and procurement phases would include:

- obtaining dry-run permits to produce a final design, participating in obtaining final environmental and building permits, and providing assistance during the bidding and negotiation of the upgrades.

Construction related services, performed on an as-needed basis, would include:

- site inspections; attendance at meetings, information requests, review of claims and potential change orders, review of contracts schedules and schedule of values, and as-built drawings.

Project coordination services would include:

- formulating plans to implement projects; establish and track project schedules, budgets and deadlines; prepare status reports and attend meetings.

Additional services include:

- conducting studies, training staff, preparing manuals, evaluating regulatory requirements, and providing technical support for computer data-based systems.

Policy Change and Implication

This award recommendation is consistent with prior award recommendations presented by WASD and adopted by the BCC regarding the upgrade and expansion of the above-named water facilities. For instance, on October 2, 2007, the Board of County Commissioners (BCC) awarded Camp, Dresser and McKee, Inc. a 6-year, $8.8 million, engineering and construction management service contract to upgrade the infrastructure and operations of the Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply Systems' 5 treatment plants (under Contract No.E06-WASD-15; Project No. 9650031). See also, the County Manager's Memo on handwritten page 13 (Current Contracts), which also lists Contract No: E08-WASD-15 as a current but separate professional service contract with an estimated allocation of $8.8 million.

There are several contracts listed for Project 9650031, which is a non-exclusive professional service project.

Budgetary Impact

This project is listed under WASD's multiple line-item capital expenditures in the Adopted 2008-2009 Capital Budget (Vol. III, at page 530).

This project will be funded by Water Renewal and Replacement Fund, Water Connection Charges, and Future WASD Revenue Bonds.

Under the initial phase of the project, a preliminary facility assessment study to inventory equipment repairs, replacements, improvements and identify a prioritization schedule will be allocated $331,684.53.

Private Sector/ Public Sector Impact

CBE: 35% = $1,540,000 or $1,400,000 exclusive of the 10% contingency fee.

Prepared by: Lauren Young-Allen