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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

MIAMI-DADE COUNTY

Date: May 19, 2009

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

Agenda Item No. 9(A)(1)

From: George M. Burgess
County Manager

Resolution No. R-613-09

Subject: Contract Award Recommendation for Solid Waste Management Master Plan - Project No: E08-SWM-01; Contract No: E08-SWM-01 in the amount of $1,455,000.00 to HDR Engineering, Inc.

RECOMMENDATION

This recommendation for award of Contract No. E08-SWM-01 between HDR Engineering, Inc. and Miami-Dade County in the amount of $1,455,000.00 has been prepared by the Department of Solid Waste Management (DSWM) and is recommended for approval. This recommendation is an alternate recommendation for File No. 090493, as recommended at the March 10, 2009 Government Operations Committee (GO) meeting. It differs from the original recommendation in that the contract amount has been reduced by $88,195.00, from $1,543,195.00 to $1,455,000.00. There is no reduction to the scope of work.

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: Solid Waste Management Master Plan

PROJECT NO: E08-SWM-01

CONTRACT NO: E08-SWM-01

PROJECT DESCRIPTION:

The Solid Waste Management Master Plan will provide a framework for the Miami-Dade County Department of Solid Waste Management's (DSWM) policies and decisions, operational efficiencies, funding mechanisms, waste stream concurrency, waste collection, disposal alternatives, waste stream analysis, waste diversion, and facility needs for the next 50 years. The project will engage citizens in the process through community outreach to solicit their feedback. The results of this plan will be utilized to effectively formulate long-term departmental waste collection and disposal strategies.

HDR Engineering, Inc. shall be tasked with the responsibility of providing the following: Project management and oversight; development and facilitation of public input; evaluation of current and future needs for DSWM; identification and definition of pertinent regulatory requirements, as well as key policy and issues; evaluation of current financial programs; identification of alternatives, options, and improvements that address needs; and flaw analysis of alternatives.

PROJECT LOCATION: Various solid waste facilities throughout Miami-Dade County

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E08-SWM-01

USING/MANAGING DEPARTMENT: Department of Solid Waste Management

FISCAL IMPACT/FUNDING SOURCE

OPERATIONS COST IMPACT/FUNDING: Not applicable - this is a PSA for a Master Plan.

MAINTENANCE COST IMPACT/FUNDING: Not applicable - this is a PSA for a Master Plan

LIFE EXPECTANCY OF ASSET: Not applicable - this is a PSA for a Master Plan

FUNDING SOURCES:

SOURCE	AMOUNT
Waste Collection Operating Fund	$300,000.00
Waste Disposal Operating Fund	$1,155,000.00
Total Funding:	$1,455,000.00

PTP FUNDING: No

GOB FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	7.00	SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS
Prime	19.07	VALUE ANALYSIS AND LIFE-CYCLE COSTING - SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS

NTPC'S DOWNLOADED: 70

PROPOSALS RECEIVED: 6

CONTRACT PERIOD: 1,095 Days

CONTINGENCY PERIOD: 110 Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE:	$1,455,000.00
BASE CONTRACT AMOUNT:	$1,455,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	N/A	0%	$0.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$1,455,000.00

TRACK RECORD/MONITOR:

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	During the First-Tier meeting on July 31, 2008, all firms were ranked within a very close margin by the Competitive Selection Committee and they voted to hold a Second-Tier meeting. At the conclusion of the Second-Tier meeting, R.W. Beck, Inc. received the highest overall score evaluation without application of the local preference. The County Manager exercised local preference according to Section 2-10.4 of the Code of Miami-Dade County and Florida Statutes 287.055 resulting in HDR Engineering, Inc. being the firm selected by the County Manager for negotiations. A review of the CIIS performance evaluation database shows completed three evaluations for HDR Engineering, Inc. and the average rating was 3.8 points out of a possible total score of 4.0. The Negotiation Committee was approved on September 19, 2008. Negotiations were concluded on November 18, 2008, during a meeting with HDR Engineering, Inc. and they were recommended for award of the contract. The Solid Waste Management Master Plan was presented to the Government Operations Committee (GO) on March 10, 2009, and was deferred pending further negotiations with HDR Engineering, Inc. The Negotiation Committee met with HDR Engineering, Inc. on March 16, 2009 for negotiation meeting #7, and March 20, 2009 for negotiation meeting #8. On March 20, 2009, the Negotiation Committee and HDR Engineering, Inc. finalized the negotiation process. Both parties agreed on a total cost of $1.455 million with no change in the scope or the deliverables included in the original contract.
SUBMITTAL DATE:	5/9/2008
ESTIMATED NOTICE TO PROCEED:	06/1/2009
PRIME CONSULTANT:	HDR Engineering, Inc.
COMPANY PRINCIPAL:	Charles T. Sinclair, PE

COMPANY QUALIFIERS:	Warren N. Smith
COMPANY EMAIL ADDRESS:	Chuck.Sinclair@hdrinc.com
COMPANY STREET ADDRESS:	15450 New Barn Road, Suite 304
COMPANY CITY-STATE-ZIP:	Miami Lakes, Florida 33014-2169
YEARS IN BUSINESS:	91
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 consultant has received 14 Equitable Distribution Program (EDP) contracts with a total value of $583,375.61.
SUBCONSULTANTS:	Planning and Economics Group, Inc.; Westhorp & Associates, Inc.; A.D.A. Engineering, Inc.; Media Relations Group, LLC; Holt Communications, Inc.; Kessler Consulting, Inc.; and Olmedillo X 5 Inc.;
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 4/30/2008 **SIGNOFF DATE:** 4/30/2008
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	0.00%	$0.00	No Measure
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE:	N/A		
CONTRACT MANAGER NAME/PHONE/EMAIL:	Ermine Brookes	(305) 514-6855	ebw@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Stacey McDuffie	(305)-514-6661	asrw2@miamidade.gov

BACKGROUND

The previous master plan was completed in 1996 utilizing information from the early 1990's. Miami-Dade County's population has increased tremendously since the creation of that plan. In addition, advanced new technologies, as well as alternative methods of waste disposal and collection, have been developed. The goal of the master plan is to indentify and develop long-term waste strategies that will enhance and improve resource conservation, recycling, disposal and collection options, environmental protection, and public health for the next generation of Miami-Dade County residents.

BUDGET APPROVAL FUNDS AVAILABLE:	For OSBM [signature] OSBM DIRECTOR	3-30-09 DATE
APPROVED AS TO LEGAL SUFFICIENCY:	[signature] COUNTY ATTORNEY	3-31-09 DATE
CAPITAL IMPROVEMENTS CONCURRENCE:	[signature] OCI DIRECTOR	4-2-09 DATE
	for [signature] ASSISTANT COUNTY MANAGER	DATE
CLERK DATE	DATE	

MEMORANDUM

(Revised)

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

DATE: May 19, 2009

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

SUBJECT: Agenda Item No. 9(A)(1)

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. 9(A)(1)
5-19-09

RESOLUTION NO. **R-613-09**

RESOLUTION APPROVING CONTRACT NO. E08-SWM-01 IN THE AMOUNT OF $1,455,000.00 TO HDR ENGINEERING, INC. FOR THE SOLID WASTE MANAGEMENT MASTER PLAN

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 award of Contract No. E08-SWM-01 in the amount of $1,455,000.00 to HDR Engineering, Inc. for the Solid Waste Management Master Plan in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same and to exercise the termination provisions contained therein.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** 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	**aye**
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 19th day of May, 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.

Hugo Benitez

Date: January 20, 2009

To: Johnny Martinez, Director
Office of Capital Improvement

From: Hugo Benitez
Assistant County Attorney

Subject: R. W. Beck, Inc. Evaluation
OCI Project No. E08-SWM-01

Your office has requested an evaluation of the issues raised by R.W. Beck, Inc. ("Beck") in connection with the referenced competitive selection process which is currently in progress. The two issues raised are: (1) whether the local preference ordinance enacted by the County extends to Broward County firms when soliciting engineering services, and (2) whether the selection committee properly applied local preference in making its recommendation to the County Manager. We address these issues in the discussion below.

BACKGROUND

On or about May 2008, the County issued a Notice to Professional Consultants (NTPC) to solicit professional engineering services for the development of a Solid Waste Management Master Plan. The engagement would be for a three year term at a cost not to exceed 1.4 million dollars. The solicitation was issued pursuant to Section 287.055, Florida Statutes and Section 2-8.1 and 2-10.4 of the Code. NTPC introductory language.

The NTPC states that among applicable local laws and ordinances is Ordinance 4-190, Local Preference. Section 1.10. The NTPC also contains a section entitled "Local Preference". Section 1.12. That Section provides that the evaluation and ranking of proposals is subject to a local preference "except where Federal and State law mandates to the contrary." The balance of the Section defines a local firm consistent with the requirements set forth in the Code, and restates portions of the County's local preference ordinance.

Six proposals were received, scored and ranked. Based on the total number of points, Beck was ranked first with 627 points and HDR Engineering Inc. second with 611. See bid tabulation. HDR is apparently a local business as defined in Section 2-8.5 of the Code. Beck is not. While Beck had an office in Broward since 2005 and apparently has an office in Coral Gables, it did not have an occupational license issued in Miami-Dade County for a period of one year prior to proposal submission.

On September 15, 2008, the Selection Committee recommended to the County Manager that it negotiate first with HDR as a result of application of the local preference. Upon complaint from Beck, you requested this legal opinion.

DISCUSSION

1. **There is no reciprocity between Miami-Dade and Broward counties for the application of the local preference in the procurement of engineering services.**

   Section 2-8.5(6) of the Code provides that the local preference may be extended by interlocal agreement with Broward County. To implement that Section, on August 1, 2002 Broward and the County entered into an interlocal agreement to extend the preference to each other. The agreement expressly provides that it "shall not apply to professional services procured pursuant to Section 287.055, Florida Statutes." Interlocal Agreement, Article 2. That agreement has been extended without substantial change through today's date. Because the agreement specifically excludes engineering solicitations from its scope, Beck cannot rely on its status as a Broward company for application of the local preference.

2. **The Code authorizes the Manager, not the Selection Committee, to apply the preference set forth in Section 2-10.4.**

   Under Section 2-10.4(5)(d) it is the County Manager, not the Selection Committee, who is charged with the task of applying considerations of local preference when procuring engineering services. When applying the local preference, the County Manager is charged with abiding by the following mandate which stems from Section 287.055 of the Florida Statutes: "This local preference and the distribution of work among firms shall not violate the principle of selection of the most qualified firm for each project."

   In this instance, the report of the Selection Committee suggests that it was the Selection Committee, not the Manager, who applied the preference. In accordance with the ordinance, the preference should have been applied by the Manager with a view to the cited cautionary language found in both statute and ordinance.

3. **The Manager, in applying the preference in the selection of architectural and engineering firms, may properly consider the definition of local preference set forth in Section 2-8.5 of the Code and the Notice to Professional Consultants**

   Beck argues that the definition of local firm contained in Section 2-8.5, requiring among other things that the firm have an occupational license issued by the County for one year prior to proposal submission, does not apply to the competitive solicitation under review, an engineering selection pursuant to Section 2-10.4. For the reasons set forth below, we disagree.

   (a) Section 2-8.5 regarding local preference, and Section 2-10.4, regarding the selection of professional consultants, should be read in parallel.

   Beck argues that Section 2-10.4 should be read to create a different definition of local firm, one that does not rely on the express definition contained in Section 2-8.5. The argument is wrong.

   Neither of these sections states that it should be read independently of the other. To the contrary, Section 2-8.5 containing the definition of local business, provides an express

link between these sections stating that "the application of local preference to [architectural and engineering services] shall be in accordance with the process outlined in Section 2-10.4 of the Code of Miami-Dade County". The language is intended to link the sections and have them considered together, not as suggested by Beck to prevent the definition of local business to be used in the selection of professional consultants. While the local preference should be **applied** in accordance with the process specifically provided in Section 2-10.4, nothing in this section requires that a local business should be **redefined** in the manner suggested by Beck to delete the one year occupational license requirement. Beyond that, Section 2-10.4 does not attempt to define local firm or local business in any manner contrary to the provisions of Section 2-8.5, which supports the view that these sections must be read in parity.

Legislative history also supports this interpretation. The same ordinance adopting the cited language of 2-8.5(c) amended Section 2-10.4 to provide for the manner of applying local preference. Ordinance 02-38. The Manager's memorandum accompanying the ordinance states that its intent is to apply "the County's local preference provisions" to the process of selecting architects and engineers. Significantly, where the local preference ordinance previously excluded the selection of architects and engineers, Ordinance 02-38 (the "Ordinance") deletes the exclusion. Beck's interpretation of 2-8.5 that would divorce the definition of local preference from its application to architectural and engineering firms is inconsistent with the Ordinance's deletion of the language that would clearly and unequivocally accomplish that purpose.

Finally, the interpretation is supported by administrative practice throughout the years. This NTPC, applying the local preference defined in Section 2-8.5 to architectural and engineering selections, follows a standard County practice in effect since adoption of the Ordinance. Administrative Order 3-39, governing the process for acquisition of professional services, states in unequivocal terms that local preference in the selection of architectural and engineering firms "shall be considered where applicable and in compliance with Section 2-8.5 of the Code". The law is clear that an administrative agency's interpretation of its own governing processes is presumptively correct and entitled to great deference. *Miami-Dade County v. Church & Tower, Inc.*, 715 So.2d 1084, 1088 (Fla. 3d DCA 1998).

(b) Even if it were not required by Code, the definition of local business set forth in the NTPC could properly be enforced as a matter of specification.

Even if Beck were correct in its proposition that Section 2-10.4 stands alone, and that the local preference definition in Section 2-8.5 does not as a matter of law extend to architectural and engineering firms, in this instance, the same result would ensue as a result of the application of the specification issued.

Section 1.12 of the NTPC contains an express intent to provide a preference to local businesses and defines local businesses for purpose of the specification. Because neither the Florida Statutes nor Section 2-10.4 prevent the application of the stated criteria, the criteria set forth in the section is not unlawful or contrary to public policy and ultimately should be enforced. *Marriott Corp. v. Dade County*, 383 So.2d 662 (Fla. 3d DCA 1980) (County is bound by rules set forth in its specification).

CONCLUSION

For the reasons set forth above we conclude that it should be the Manager, not the Selection Committee, who must decide whether to apply the local preference to this procurement, abiding by the statutory mandate that "local preference" and the "distribution of work among firms" not violate "the principle of selection of the most qualified firm". If he decides, in his discretion, that the application of the local preference does not violate that principle, he should apply the preference in the manner set forth in Section 2-8.5, 2-10.4 and the Notice to Professional Consultants.

Please call me if you have any questions.

Hugo Benitez

HB/es

Memorandum

MIAMI-DADE COUNTY

Date: February 20, 2009

To: George M. Burgess
County Manager

Thru: Susanne M. Torriente
Chief Assistant County Manager

From: Amelia M. Cordova-Jimenez
A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: UPDATED NEGOTIATION AUTHORIZATION
Solid Waste Management Department (SWM)
SWM Master Plan - OCI Project No. E08-SWM-01

In May 2008, the County issued a Notice to Professional Consultants (NTPC) to solicit engineering services for the development of the Solid Waste Management Master Plan. Six proposals were received, scored and ranked. Since the firms ranked very closely in points at the first tier scoring, the selection committee determined that a second tier evaluation was necessary.

The first tier ranking shows that URS Corporation was ranked first, R.W. Beck second, HDR Engineering third and CH2M Hill fourth before local preference application. Both the third and fourth ranked firms, HDR Engineering and CH2M Hill were within five percent (5%) of the second ranked firm, R.W. Beck. Section 2-10.4 and 2-8.5 of the Miami-Dade County Code states that only the County Manager is authorized to apply considerations of local preference if two firms are within 5% of each other's ranking. If local preference is applied the final ranking is as stated below, leaving the non-local firm, R.W. Beck, ranked as fourth. For your consideration, the local preference ranking is depicted below. However, since a second tier evaluation was required, the first tier ranking has no bearing on the final selection committee recommendation.

FIRST-TIER RANKING OF RESPONDENTS
ONE (1) AGREEMENT WITH NO CBE GOALS

Prime Firm Name	Total Points	Ranking Before Local Preference	Local Preference Rank	Final Rank
URS Corporation Southern	582	1	1	1
R. W. Beck, Inc.	544	2	4	4
HDR Engineering, Inc.	539	3	2	2
CH2M Hill, Inc.	537	4	3	3
Stearns, Conrad and Schmidt, Consulting Engineers, Inc.	478	5	5	5
Shaw Environmental, Inc.	457	6	6	6

Based on the total number of points after the second-tier scoring, R.W. Beck, Inc. ranked first with 627 points and HDR Engineering, Inc., ranked second with 611 points. The scores were within 2.61% in points of each other. The point spread again is within 5%. Therefore, the scores below indicate the final ranking with and without the application of local preference. The Competitive Selection Committee has completed the evaluation of proposals submitted in response to OCI Project No. E08-SWM-01 following the guidelines published in the Notice to Professional Consultants and is recommending that local preference be applied in this solicitation and that authority be granted to negotiate with HDR Engineering, Inc.

SECOND-TIER FINAL RANKING OF RESPONDENTS
ONE (1) AGREEMENT WITH NO CBE GOALS

Prime Firm Name	Total Points	Ranking Before Local Preference	Local Preference Rank	Final Rank
R.W. Beck, Inc.	627	1	2	2
HDR Engineering, Inc.	611	2	1	1
CH2M Hill, Inc.	584	3	3	3
URS Corporation Southern	553	4	4	4
Stearns, Conrad and Schmidt, Consulting Engineers, Inc.	508	5	6	6
Shaw Environmental, Inc.	505	6	5	5

OCI Project No.: E08-SWM-01

Project Title: Solid Waste Management Master Plan

Scope of Services: The scope of services consists of engineering services, which will include the development of a Solid Waste Master Plan that will provide a framework for policy decisions, operational efficiencies, funding mechanism, waste stream concurrency, waste collection and disposal alternative methods, waste stream analysis, waste diversion, and facility needs for the next thirty (30) to fifty (50) years and any supportive tasks ancillary to the primary scope of services. The results of this effort will be used to support planning for Solid Waste Management programs, for long range planning and for focused studies as needed.

EXPERIENCE AND QUALIFICATIONS:

The prime must demonstrate experience in the below listed areas:

1. Develop a minimum of two (2) Solid Waste Master Plans for Counties or Municipalities with a minimum of 200,000 households within the last five (5) years from the submittal date of this solicitation.

2. Experience in the field of Solid Waste Collections, Disposal and Waste Reduction within the last five (5) to seven (7) years from the submittal date of this solicitation.

3. Experience with large metropolitan solid waste management systems serving over 200,000 households, to assist in the developing of a comprehensive solid waste

management master plan and approach within the last five (5) years from the submittal date of this solicitation.

4. Demonstrate technical expertise and experience in the development of two (2) or more solid waste management master plans, within the last five (5) years from the submittal date of this solicitation.

5. Experience in consensus building and the participatory decision-making process with stakeholders and the community, within the last five (5) years from the submittal date of this solicitation.

The above expertise must be met by a qualified individual(s) of the prime consultant's firm. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the project manager level or above in these projects. The determination of the individual's qualifications and compliance with the above experience and qualifications shall be at the sole discretion of the County.

Term of contract: One consultant will be retained under a non–exclusive professional services agreement (PSA) in the amount of $1,455,000 with an effective term of three (3) years.

Review Committee: The Review Committee recommended, at its April 30, 2008 meeting, that Community Business Enterprise (CBE) goals not be applied.

Date of County Manager's approval to advertise/initiate: May 9, 2008

Number of proposals received: Six (6)

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

First-Tier Ranking: Per attached First-Tier Final Ranking Report
1. URS Corporation Southern (with Local Preference)

Second-Tier Final Ranking: Per attached Second-Tier Final Tabulation Sheet
1. HDR Engineering, Inc. (with Local Preference)

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed below:

1. Christopher Rose, SWM
2. Stacey McDuffie, SWM
3. Jorge Fernández, OSBM

Request for authorization to enter negotiations:

Pursuant to the above captioned code, it is hereby requested that the County Manager apply Local preference and approve the selection of the following consulting firms in the following order of preference, for negotiations:

1. HDR Engineering, Inc. – 611 points

The following teams of firms are the alternates:

1. R.W. Beck, Inc. – 627 points
2. CH2M Hill, Inc. – 584 points

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners (Board) as an attachment to the County Manager's memorandum to the Board:

1. A general description of the project(s).
2. The total cost of the project and source of funding.
3. A brief description of the selection process.
4. All consultant fees and how compensation amounts were computed.
5. Estimated project timetables, including the project completion date.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Authorization to negotiate is:

2/24/09

Approved Date

Not Approved Date

Attachments:
1. List of Respondents
2. First-Tier Final Ranking Report
3. Second-Tier Final Tabulation Sheet

c: Kay Sullivan, Director, Clerk of the Board
Kathleen Woods-Richardson, Director, Solid Waste Management
Johnny Martinez, P. E., Director, Office of Capital Improvements
Luisa Millan, Chief, Professional Services, OCI
Competitive Selection Committee

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

CLERK OF THE BOARD
2008 JUN 23 PM 3:21
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

LIST OF RESPONDENTS

OCI Project Name: SOLID WASTE MANAGEMENT MASTER PLAN
OCI Project No.: E08-SWM-01
Measures: Not Applicable
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/19/2008

Submittal No: 1 **Prime Local Preference:** No
Prime Name: STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. **FEIN No.:** 540913440
Trade Name: SCS ENGINEERS

Subs Name	Trade Name	Subs FEIN No.
a. DELTAWAY ENERGY, INC.		383684334
b. CIVIL WORKS, INC.		650673629
c. KELLEY SWOFFORD ROY, INC.		592300240
d. OLTRAINER, LLC		262252203

Submittal No: 2 **Prime Local Preference:** Yes
Prime Name: SHAW ENVIRONMENTAL, INC. **FEIN No.:** 770589932
Trade Name: IT CORPORATION (ITC)

Subs Name	Trade Name	Subs FEIN No.

Submittal No: 3 **Prime Local Preference:** Yes
Prime Name: URS CORPORATION SOUTHERN **FEIN No.:** 592087895
Trade Name: GREINER SOUTHERN, INC.

Subs Name	Trade Name	Subs FEIN No.
a. CAMP DRESSER & MCKEE INC		042473650
b. BURTON & ASSOCIATES, INC.		593301950
c. COMMUNIKATZ, INC.		592591434
d. YOUNG VAN ASSENDERP, P.A.		591480346

MIAMI-DADE COUNTY

CLERK OF THE BOARD
2008 JUN 23 PM 3:22
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E08-SWM-01
Measures: Not Applicable
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/19/2008

Submittal No: 4
Prime Name: CH2M HILL, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 590918189

Subs Name	Trade Name	Subs FEIN No.
a. ES CONSULTANTS INC.		651134519
b. GLOBEX ENGINEERING & DEVELOPMENT, INC.		650772017
c. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
d. INNOVATIVE WASTE CONSULTING SERVICES, LLC		412182717
e. LIMEHOUSE SOFTWARE, INC.		861158805
f. WH RESOURCES GROUP		562520874
g. RESERACH TRIANGLE INSTITUTE, INCORPORATED		560686338
h. YOUNG VAN ASSENDERP, P.A.		591480346

Submittal No: 5
Prime Name: R.W. BECK, INC.
Trade Name:
Prime Local Preference: No
FEIN No.: 910883905

Subs Name	Trade Name	Subs FEIN No.
a. A.D.A. ENGINEERING, INC.		592064498
b. BROWN AND CALDWELL (CORPORATION)		941446346
c. MWH AMERICAS, INC.		951878805
d. NOVA CONSULTING, INC.		650577672
e. BND ENGINEERS, INC.		650421519
f. GOVERNMENT SERVICES GROUP, INC.		593419105
g. HILL AND KNOWLTON/SAMCOR, LLC.		200000145
h. BECK DISASTER AND RECOVERY SERVICES INC.		912080979

MIAMI-DADE COUNTY

CLERK OF THE BOARD
2008 JUN 23 PM 3:22
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E08-SWM-01
Measures: Not Applicable
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/19/2008

Submittal No: 6
Prime Name: HDR ENGINEERING, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 470680568

Subs Name	Trade Name	Subs FEIN No.
a. PLANNING AND ECONOMICS GROUP, INC.		650526212
b. WESTHORP & ASSOCIATES, INC.		650807883
c. A.D.A. ENGINEERING, INC.		592064498
d. MEDIA RELATIONS GROUP, LLC		200118620
e. HOLT COMMUNICATIONS, INC.		161754464
f. KESSLER CONSULTING, INC.		593050164
g. OLMEDILLO X 5, INC.		412034399

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

FINAL RANKING

Prime Firm Name		Prelim. Points	Cr. 4A Points	Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
URS CORPORATION SOUTHERN	(LP)	568	14	582	1	1					1	
HDR ENGINEERING, INC.	(LP)	515	24	539	3	2					2	
CH2M HILL, INC.	(LP)	518	19	537	4	3					3	
R.W. BECK, INC.		524	20	544	2	4					4	
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		478	30	508	5	5					5	
SHAW ENVIRONMENTAL, INC.	(LP)	427	30	457	6	6					6	

Definitions

LP	**Local Preferred Team**
Cr.1A	**Qualification of firms including the team members assigned to the Project.**
Cr.2A	**Knowledge and past experience of similar type projects.**
Cr.3A	**Past performance of the firms.**
Cr.4A	**Amount of work awarded and paid by the County.**
Cr.5A	**Ability of team members to interface with the County.**
OCI	**Office of Capital Improvements**
TBR	**Tie Breaker**
Prelim. Points	**Total Team Points - Criteria 4A Team Points**

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: SOLID WASTE MANAGEMENT MASTER PLAN
OCI Project No: E08-SWM-01
Measures: Not Applicable
Number of Agreements: 1
Project Type: PROJECT SPECIFIC
Submittal Date: 06/19/2008
Meeting Date: 07/31/2008

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
FALSEY, BARBARA							
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		40	15	15	5	4	79
SHAW ENVIRONMENTAL, INC.	(LP)	15	5	5	5	3	33
URS CORPORATION SOUTHERN	(LP)	45	20	15	4	4	88
CH2M HILL, INC.	(LP)	40	15	15	4	4	78
R.W. BECK, INC.		20	10	5	4	3	42
HDR ENGINEERING, INC.	(LP)	30	15	5	4	3	57
FERNANDEZ, JORGE							
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		40	15	10	4	3	72
SHAW ENVIRONMENTAL, INC.	(LP)	35	15	10	3	5	68
URS CORPORATION SOUTHERN	(LP)	45	15	20	1	4	85
CH2M HILL, INC.	(LP)	35	15	10	2	4	66
R.W. BECK, INC.		45	15	20	2	5	87
HDR ENGINEERING, INC.	(LP)	30	10	10	3	5	58
GANGULI, ASOK							
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		47	16	15	4	4	86
SHAW ENVIRONMENTAL, INC.	(LP)	45	16	17	4	4	86
URS CORPORATION SOUTHERN	(LP)	47	17	14	2	4	84
CH2M HILL, INC.	(LP)	47	17	18	3	4	89
R.W. BECK, INC.		45	15	14	3	4	81
HDR ENGINEERING, INC.	(LP)	48	19	18	4	4	93
MCDUFFIE, STACEY							

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project No: E08-SWM-01
Measures: Not Applicable
Number of Agreements: 1
Project Type: PROJECT SPECIFIC
Submittal Date: 06/19/2008
Meeting Date: 07/31/2008

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
MCDUFFIE, STACEY							
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		40	15	13	3	4	75
SHAW ENVIRONMENTAL, INC.	(LP)	40	15	10	4	5	74
URS CORPORATION SOUTHERN	(LP)	47	18	16	1	5	87
CH2M HILL, INC.	(LP)	45	16	15	2	5	83
R.W. BECK, INC.		45	15	10	1	5	76
HDR ENGINEERING, INC.	(LP)	45	15	18	2	5	85
ROSE, CHRISTOPHER							
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		15	10	15	5	2	47
SHAW ENVIRONMENTAL, INC.	(LP)	20	10	15	5	2	52
URS CORPORATION SOUTHERN	(LP)	30	20	20	4	5	79
CH2M HILL, INC.	(LP)	20	10	20	4	5	59
R.W. BECK, INC.		30	20	20	4	5	79
HDR ENGINEERING, INC.	(LP)	30	20	20	4	5	79
RUIZ, JOSEPH A							
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		40	12	10	5	3	70
SHAW ENVIRONMENTAL, INC.	(LP)	30	10	10	4	2	56
URS CORPORATION SOUTHERN	(LP)	40	14	10	1	4	69
CH2M HILL, INC.	(LP)	42	16	16	2	4	80
R.W. BECK, INC.		46	18	18	5	5	92
HDR ENGINEERING, INC.	(LP)	44	16	12	4	4	80
VOSE, JAMES JR.							
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		46	10	16	4	3	79

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project No: E08-SWM-01
Measures: Not Applicable
Number of Agreements: 1
Project Type: PROJECT SPECIFIC
Submittal Date: 06/19/2008
Meeting Date: 07/31/2008

VOSE, JAMES JR.

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
SHAW ENVIRONMENTAL, INC.	(LP)	43	17	18	5	5	88
URS CORPORATION SOUTHERN	(LP)	48	19	17	1	5	90
CH2M HILL, INC.	(LP)	42	17	16	2	5	82
R.W. BECK, INC.		46	18	18	1	4	87
HDR ENGINEERING, INC.	(LP)	47	17	15	3	5	87

TOTALS AND FIRST TIER RANKING

PRELIMINARY RANKING

Prime Firm Name		Prelim. Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Prelim. Rank
URS CORPORATION SOUTHERN	(LP)	568	1	1				1
CH2M HILL, INC.	(LP)	518	3	2				2
HDR ENGINEERING, INC.	(LP)	515	4	3				3
R.W. BECK, INC.		524	2	4				4
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		478	5	5				5
SHAW ENVIRONMENTAL, INC.	(LP)	427	6	6				6

First Tier Ranking Report for each Selection Committee Member and Prime Firm

SECOND-TIER MEETING

MIAMI-DADE SOLID WASTE MANAGEMENT DEPARTMENT
SOLID WASTE MANAGEMENT MASTER PLAN
OCI PROJECT NO. E08-SWM-01

TABULATION SHEET

NAME OF FIRM(S)	COMMITTEE MEMBERS: CHRISTOPHER ROSE	ASOK GANGULI	STACEY MCDUFFIE	JOSEPH RUIZ	JORGE FERNANDEZ	BARBARA FALSEY	JAMES VOSE	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL	System Ranking	Local Preference Ranking	Total 1TZTBBR	Criteria 1B Tie-Breaker	Criteria 1A Tie-Breaker	Criteria 2B Tie-Breaker	Criteria 2B Tie-Breaker	FINAL RANK	OCI RANK
R.W. BECK, INC																					
Subconsultants																					
A.D.A. Engineering, Inc																					
Brown and Caldwell (Corporation)																					
MWH Americas,Inc																					
Nova Consulting, Inc																					
BND Engineers, Inc.																					
Government Services Group, Inc																					
Hill and Knowlton/Sancor, LLC																					
Beck Disaster and Recovery Services, Inc																					
1B - Knowledge of Project Scope	40	48	45	48	50	38	43	312	52	42	83										
2B - Qualifications of team members assigned to the project	40	37	40	38	35	36	36	262	52	35	70										
3B - Ability to provide required services within schedule and budget	5	9	9	9	8	8	5	53	11	7	14	627	1	2						2	2
HDR ENGINEERING, INC																					
Subconsultants																					
Planning and Economics Group, Inc																					
Westhorp and Associates, Inc																					
A.D.A. Engineering, Inc																					
Media Relations Group, LLC																					
Holt Communications, Inc																					
Kessler Consulting, Inc																					
Olmedillo XS, Inc																					
1B - Knowledge of Project Scope	40	43	40	45	50	43	47	308	52	41	82										
2B - Qualifications of team members assigned to the project	32	36	35	37	30	38	40	248	50	33	66										
3B - Ability to provide required services within schedule and budget	5	9	10	8	5	9	9	55	11	7	15	611	2	1						1	1

Amelia M. Cordova-Jimenez, OCI Chairperson

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SECOND-TIER MEETING

MIAMI-DADE SOLID WASTE MANAGEMENT DEPARTMENT
SOLID WASTE MANAGEMENT MASTER PLAN
OCI PROJECT NO. E08-SWM-01

TABULATION SHEET

NAME OF FIRM(S)	COMMITTEE MEMBERS: CHRISTOPHER ROSE	ASOK GANGULI	STACEY MCDUFFIE	JOSEPH RUIZ	JORGE FERNANDEZ	BARBARA FALSEY	JAMES VOSE	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL	System Ranking	Local Preference Ranking	Total 1TZFBR	Criteria 1B Tie-Breaker	Criteria 1A Tie-Breaker	Criteria 2B Tie-Breaker	Criteria 2B Tie-Breaker	FINAL RANK	OCI RANK
STERNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.																					
Subconsultants																					
Delta Way Energy, Inc.																					
Civil Works, Inc																					
Kelley Swofford Roy, Inc.																					
Oltrainer, LLC																					
1B - Knowledge of Project Scope	30	38	35	42	30	40	40	255	51	34	68										
2B - Qualifications of team members assigned to the project	16	33	30	32	25	35	36	207	41	28	55										
3B - Ability to provide required services within schedule and budget	5	8	7	6	5	8	7	46	9	6	12	548	5	6						6	6
SHAW ENVIRONMENTAL, Inc																					
Subconsultants																					
No Sub-Consultants on the team.																					
1B - Knowledge of Project Scope	10	37	40	43	40	40	45	255	51	34	68										
2B - Qualifications of team members assigned to the project	16	31	30	33	20	35	38	203	41	27	54										
3B - Ability to provide required services within schedule and budget	2	9	8	7	7	8	6	47	9	6	13	505	6	5						5	5
URS CORPORATION SOUTHERN																					
Subconsultants																					
Camp, Dresser and Mckee, Inc																					
Burton and Associates, Inc																					
Communikats, Inc																					
Young Van Assenderp, Inc																					
1B - Knowledge of Project Scope	15	42	40	44	40	42	48	271	54	36	72										
2B - Qualifications of team members assigned to the project	20	35	35	37	30	38	40	235	47	31	63										
3B - Ability to provide required services within schedule and budget	2	9	8	7	5	8	8	47	9	6	13	553	4	4						4	4
CH2M HILL, INC																					
Subconsultants																					
ES Consultants, Inc																					
Globex Engineering & Development, Inc																					
Millan, Swain and Associates, Inc																					
Innovative Waste Consulting Services, LLC																					
Linehouse Software, Inc																					
WH Resources Group																					
Research Triangle Institute, Incorporated																					
Young Van Assenderp, Inc																					
1B - Knowledge of Project Scope	35	42	40	44	35	42	47	285	57	38	76										
2B - Qualifications of team members assigned to the project	36	35	40	36	25	38	39	249	50	33	66										
3B - Ability to provide required services within schedule and budget	5	9	8	7	5	9	7	50	10	7	13	584	3	3						3	3

Dept. of Business Development
Project Worksheet

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

Project/Contract Title: SOLID WASTE MANAGEMENT MASTERPLAN (SIC 871) **RC Date:** 04/30/2008
Project/Contract No: E08-SWM-01 **Funding Source:** VARIOUS **Item No:** 1-02
Department: SOLID WASTE MANAGEMENT **Resubmittal Date(s):**
Estimated Cost of Project/Bid: $1,500,000.00
Description of Project/Bid: TO ESTABLISH AN AGREEMENT WHICH WILL FUND AN ENVIRONMENTAL, ENGINEERING AND PLANNING FIRM TO ASSIST IN DEVELOPING A COMPREHENSIVE SOLID WASTE MANAGEMENT MASTER PLAN WITH AN APPROACH THAT WILL MEET THE WASTE REDUCTION, COLLECTION, RECYCLING, TRANSFER AND DISPOSAL NEEDS FOR MIAMI-DADE COUNTY FOR THE NEXT THIRTY TO FIFTY YEARS.

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	0.00%

Reasons for Recommendation

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

-Funding source: Waste Collection and Waste Disposal Operating Funds.
-SWM recommended a 16% CBE goal; however, there are only two (2) CBEs certified in the category (19.07) identified for said measures, as a result SBD is recommending a "No Measure".
-This project carries two technical categories, (i.e. 7.00 @ 80% and 19.07 @ 20%); 7.00 has been identified for the prime only, thus no subconsulting opportunities and further supporting the "No Measure" recommendation by SBD.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	Total			

Living Wages: YES [ ] NO [X]
Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside ____________

Set Aside ________ Level 1 ________ Level 2 ________ Level 3 ________

Trade Set Aside (MCC) ________ Goal ________ Bid Preference ________

No Measure ✓ ________ Deferred ________ Selection Factor ________

[signature] 4-30-08
Chairperson, Review Committee Date ________ County Manager ________ Date

DBDR0090 v. 2005101

DIVISION: ADMINISTRATION

Administration, which includes the Director's Office, establishes and implements departmental policy and provides overall direction and coordination of the departmental operations; responsible for personnel, finance, budget, planning, procurement, information systems, public information, media, outreach, and customer service department-wide; administers the curbside recycling program.

- Performs billing, cash collection, accounts payable and receivable, financial reporting, capital inventory, waste collection and disposal accounts, grants cost accounting, debt management, and financial disclosure
- Manages procurement, construction contract administration, contracts and lease management, the recycling contract with a private vendor, agenda coordination and records management
- Oversees human resources, labor relations, safety, training, payroll, and records management
- Performs recycling goal management service plan implementation, marketing and research, public information, and administrative permitting
- Develops and manages departmental budget, grants, capital projects, finance, performance, planning and policies
- Plans for future disposal needs and explores appropriate service delivery methods
- Develops and maintains information systems applications and communications equipment

Strategic Plan Outcome - Measures

- NU5-1: Neighborhood and rights-of-way aesthetics that foster and enhance quality of life (priority outcome)

	Measures	FY 06-07		FY 07-08		FY 08-09
		Target	Actual	Target	Projection	Target
Improve the quality and efficiency of solid waste operations	*Curbside recycling complaints per 1,000 participating households	1	2	2	1	3

*Target in FY 2008-09 increased due to roll-out of new service; should decrease once issues are resolved

BUDGET PRIORITIES

Strategic Plan Outcome	Programs/Initiatives	Impact
NU6-3: Improved public infrastructure level-of-service standards and policies	Complete the development of a long-term Solid Waste Master Plan by December 2009 ($1.5 million)	Address, in a cost effective and responsible manner, waste management issues such as the County's long-range disposal needs, environmental goals, recycling objectives, information technology needs, and proper management of special waste streams through the future implementation of the Solid Waste Master Plan
NU2-2: Improved community access to information and services (priority outcome)	Design and implement media campaigns and public outreach efforts ($500,000)	Educate citizens on issues such as recycling, bulky waste, litter prevention, and proper disposal of home chemicals
NU2-2: Improved community access to information and services (priority outcome)	Design a new information technology system for recording and monitoring customer complaints and requests	Implement the upgraded system for 311 integration and coordination with GIS mapping, meeting current service demands

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DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 12/30/2003 **To:** 12/30/2008

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	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-PR-C-60080203003	1	PR	NO MEASURE	04/12/2004	$0.00	$0.00	$0.00		
BLACKPOINT MARINA TRAILERS PARKING LOT TRAFFIC STUDY									
					$0.00				
EDP-PW-20030264	1	PW	NO MEASURE	08/03/2004	$35,460.00	$0.00	$0.00		
CARIBBEAN BOULEVARD TRAFFIC STUDY									
					$35,460.00				
* EDP-MP-214F03	1	MP	NO MEASURE	12/07/2004	$30,000.00	$0.00	$0.00		
TRAFFIC STUDY									
					$30,000.00				
EDP-PW-20040596	1	PW	NO MEASURE	12/29/2004	$47,034.11	$0.00	$0.00		
FLASHING SCHOOL SIGNAL DESIGN GROUP 1									
					$47,034.11				
EDP-PR-220901-04-007	1	PR	NO MEASURE	03/30/2005	$30,000.00	$0.00	$0.00		
PARKING LOT RENOVATION									
					$30,000.00				

N
0

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 12/30/2003 **To:** 12/30/2008

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	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-PW-CMPA 1	1	PW	NO MEASURE	06/02/2005	$48,425.00	$0.00	$0.00		* FLORIDA TRANSPORTATION ENGINEERING, INC. (FTE) - $0.00
CORRIDOR MASTER PLAN ANALYSIS SW 211 ST									
					$48,425.00				
EDP-SW-07S011	1	SW	NO MEASURE	06/05/2007	$37,200.00	$31,540.95	$0.00		
GREEN POWER LANDFILL GAS STUDY FOR FPL									
					$37,200.00				
EDP-WS-S-103	1	WS	NO MEASURE	09/06/2007	$98,256.50	$0.00	$0.00		
WATER USE AUDITS									
					$98,256.50				
EDP-WS-S-103-2	1	WS	NO MEASURE	02/15/2008	$50,000.00	$0.00	$0.00		
WATER USE AUDITS									
					$50,000.00				
EDP-AV-0021A	1	AV	NO MEASURE	02/21/2008	$18,500.00	$0.00	$0.00		
TMB - TRAFFIC ENGINEERING STUDIES									
					$18,500.00				
EDP-SW-08F015	1	SW	NO MEASURE	07/02/2008	$40,000.00	$0.00	$0.00		
58TH STREET NEW ACCESS ROAD									
					$40,000.00				

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 12/30/2003 **To:** 12/30/2008

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	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-AV-0021A-2	1	AV	NO MEASURE	07/16/2008	$3,500.00	$0.00	$0.00		
TMB - TRAFFIC ENGINEERING STUDIES									
					$3,500.00				
EDP-SW-08S024	1	SW	NO MEASURE	11/10/2008	$48,500.00	$0.00	$0.00		
RENEWAL OF SOUTH DADE LANDFILL TITLE V PERMIT									
					$48,500.00				

Total Award Amount	**$486,875.61**
Total Change Orders Approved by BCC	**$0.00**
	$486,875.61
Total Change Orders Approved After Requested Date Range	**$0.00**
Total Change Orders Pending	**$0.00**
	$486,875.61

W
O

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Detail by Entity Name

Foreign Profit Corporation

HDR ENGINEERING, INC.

Filing Information

Document Number	P06487
FEI/EIN Number	470680568
Date Filed	06/20/1985
State	NE
Status	ACTIVE
Last Event	MERGER
Event Date Filed	07/30/1999
Event Effective Date	NONE

Principal Address

5426 BAY CENTER DRIVE
SUITE 400
TAMPA FL 33609-3444 US

Changed 05/22/2008

Mailing Address

8404 INDIAN HILLS DRIVE
OMAHA NE 68114-4049 US

Changed 04/14/1993

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION FL 33324 US

Name Changed: 06/02/1992

Address Changed: 06/02/1992

Officer/Director Detail

Name & Address

Title DCEO

BELL, RICHARD R
9960 BLOOMFIELD DRIVE
OMAHA NE 68114

Title DEVP

HANEY, JAMES K
1220 RUSTIC LANE

AUSTIN TX 78669

Title DEVP

BLEEKER, GARY L
1609 S. 193RD STREET
OMAHA NE 68130

Title S

PACHMAN,LOUIS J.
5008 CHICAGO STREET
OMAHA NE

Title T

LACEY, WENDY L
6804 N. 106TH CIRCLE
OMAHA NE 68122

Title DCOO

LITTLE, GEORGE A
2802 N. 160TH STREET
OMAHA NE 68116

Annual Reports

Report Year	Filed Date
2007	04/23/2007
2007	07/20/2007
2008	05/22/2008

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04/26/2004 -- ANNUAL REPORT	View image in PDF format
03/21/2003 -- ANNUAL REPORT	View image in PDF format
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04/20/2000 -- ANNUAL REPORT	View image in PDF format
07/30/1999 -- Merger	View image in PDF format
04/26/1999 -- ANNUAL REPORT	View image in PDF format
05/05/1998 -- ANNUAL REPORT	View image in PDF format
04/21/1997 -- ANNUAL REPORT	View image in PDF format
04/16/1996 -- ANNUAL REPORT	View image in PDF format
04/27/1995 -- ANNUAL REPORT	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Tuesday, December 30, 2008

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 WASD	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	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 LAK	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	WS	EDP	EDP-WS-S-103	WATER USE AUDITS	HDR ENGINEERING, INC.	9/6/2007	$90,000		0% / On Schedule
0	WS	EDP	EDP-WS-S-103-2	WATER USE AUDITS	HDR ENGINEERING, INC.	2/15/2008	$50,000	9/12/2008	0% / On Schedule
					Totals:	14	$6,034,695		

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

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Capital Improvements Information System

MCC 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

Evaluation Count: 1 Contractors: 1 Average Evaluation: 3.3

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DEPARTMENT OF SOLID WASTE MANAGEMENT MASTER PLAN AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
HDR ENGINEERING, INC.

Agreement No. E08-SWM-01

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 _____ a corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional engineering services described herein in connection with the Department of Solid Waste Management (DSWM) Master Plan - hereinafter referred to as the "Project".

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7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
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13.	Audit Rights
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16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default

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26. Independent Private Sector Inspector General
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34. Sanctions for Contractual Violations
35. Entirety of Agreement

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

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

The Director of the Miami-Dade Department of Solid Waste Management, hereinafter referred to as the "Director", or her/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.

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2. DSWM MASTER PLAN Professional services are to develop a Solid Waste Master Plan for Miami-Dade County's Department of Solid Waste Management that will provide a framework for policy decisions, operational efficiencies, funding mechanisms, waste stream concurrency, waste collection and disposal alternative methods, waste stream analysis, waste diversion and facility needs for the next thirty to fifty years. The results of this effort will be used to support planning for Solid Waste Management programs, for long range planning and for focused studies as needed.

The goal of this comprehensive solid waste management master plan is to identify and develop activities, programs, facilities, and technologies that will provide sustainability, resource conservation, source reduction, recycling, diversion, disposal, and collection options for the promotion of public health and environmental protection for the next generation of county residents. The Consultant will be responsible for providing administrative, technical and management assistance in the development, and possibly in the implementation of a comprehensive and integrated solid waste management master plan. While this scope of services document is intended to be thorough, it should not be limiting to the consultant. The county is open to consider all strategies proposed which would lead the county to meet its goals for efficiency, outstanding customer service, responsible environmental and resource stewardship, and sustainability.

Preparatory Phase

The purpose is to refine or improve tasks listed in both Phases I and II. The Department of Solid Waste Management staff and selected consultant will meet to develop a work plan and sequence of activities based on this scope to include a review and validation of the current Miami-Dade waste composition data/study and determine if a new or additional or supplemental waste composition studies are needed. In addition, the work plan will include methods to acquire public input as well as a process to educate the public.

A. Phase I – Defining Long-Term Solid Waste Management Needs and Priorities, Where are we now and where are we going?

Goal: Inventory, evaluate, and assess the existing solid waste management system including, but not limited to facilities, operations, contracts/agreements, financial state, regulatory environment, etc.; define long-range goals for the future solid waste management system in general/generic terms of technologies, cost, customer convenience, environmental impacts, county-municipal relations, risk, etc.; Such goals and priorities are to be developed through an open and public consensus building process involving the community, county government, municipalities, haulers, regulators and various stakeholders. Identify and prioritize system needs in general terms as defined by the gap between the existing system and the long-term goals. Develop corresponding criteria for evaluation of waste management alternatives; prepare an associated presentation of the future system goals, needs, and evaluation criteria and recommendation for the structure of a Solid Waste Advisory Committee (SWAC) appropriate for providing input into the development of a county comprehensive solid waste management master plan.

At the end of Phase I, develop work products of Phase I to be presented in a workshop type format or some similar type venue. The purpose of the workshop will be to present an overview of current solid waste management practices in the County and to review the future goals and directions.

Task Order One (Exhibit "B") – The ENGINEER will perform a Solid Waste Management Master Plan document that will consist of an Extended Scope of Services for Phase I of the following tasks:

Project Management and Oversight
Develop and Facilitate a Public Input Advisory Process
Evaluate Current and Future Solid Waste Management Needs
Identify and Define Pertinent Regulatory Requirements and Key Policy and Issues
Evaluate Current Financial Programs
Identify Alternatives, Options and Improvement to Address Needs
Fatal Flaw Analysis of Alternatives

The total lump-sum compensation for Phase I is $748,295.00 and the work should be completed in 13 months once the Notice to Proceed has been issued. Any modification(s) to the scope within Task Order One or any subsequent tasks shall be at the discretion of the county Mayor or County Mayor's designee contingent on that no change is made to negotiation timeframes and/or fees. Additional task orders as authorized by the MDDSWM Director will be forthcoming.

Phase I envisioned by the County has the following distinct but interdependent task (In an order to be determined):

Project Management and Oversight

Develop and Facilitate a Public Input Advisory Process

Evaluate Current and Future Solid Waste Management Goals and Needs

Waste Composition Study

Identify and Evaluate Existing and Future Similar Solid Waste Management Plans

Solid Waste Generation Projections

Disaster Recovery Solid Waste Management

Solid Waste Generation Projections

Identify and Define Pertinent Regulatory Requirements and Key Policy and Issues

Evaluate Current Financial Program

Identify Alternatives, Options, and Improvement to address needs

Fatal Flaw Analysis of Alternatives

B. Phase II – Comprehensive Solid Waste Management Master Plan

Goal: Develop a comprehensive listing and analyses of alternative solid waste technologies, operations, programs, etc. including all relevant detail (feasibility of implementation, cost data, performance data, community and environmental impacts, opportunities for efficiencies, etc.); Develop and operate a comprehensive predictive model that will allow for the running of a number of differing scenarios, including various combinations of the above-mentioned alternatives in order to assist with an evaluation of various combinations of programs; Work with County staff to review alternatives and the modeling of various scenarios; and to define and rank one or more recommended strategies for achieving the desired future solid waste management system for Miami-Dade County. Include in this presentation of a summary of opportunities/strategies for organizational efficiencies, including, but not limited to information systems-related initiatives, organizational re-alignments and business process improvements consisting of the following tasks:

Phase II of the master plan envisioned by the County has the following distinct but interdependent tasks (In an order to be determined):

Project Management

Continue Solid Waste Advisory Committee

Perform Detailed Analysis & Evaluation of Facilities and Options

Evaluate Alternatives and Identify Select Alternatives

Prepare Financial Plan

Develop Policy and Implementation Strategic Plan

Prepare comprehensive solid waste management master plan

B.1 <u>Project Management</u>

1 Manage and monitor the master plan process and to the extent possible ensure that the project stays on schedule.
2 Coordinate with other offices and agencies as necessary; and
3 Attend monthly solid waste management team meetings.

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B.2 Continue Solid Waste Advisory Committee

1 If necessary, redefine the participants for the SWAC;
2 Develop, organize, facilitate, and document the SWAC process; and
3 Coordinate all efforts with the DSWM.

B.3 Perform Detailed analysis and evaluation of Facilities and Options

1 Identify and analyze potential county owned or leased properties that may be considered for locating proposed facilities;
2 Identify and analyze potential non-county owned properties that may be considered for locating proposed facilities;
3 Identify and discuss regulatory permitting requirements;
4 Identify and discuss traffic considerations;
5 Identify and discuss biological and environmental considerations
6 Discuss advantages and disadvantages of each facility and option

B.4 Screen Alternatives and Identify Select Alternatives

1 Screen alternatives through development of a detailed matrix and prioritize final alternatives; and
2 Prepare preliminary facility and siting plans and/or process details for each select alternative.
3. Prioritize the options and prepare cost estimates, financial projections, and timelines for implementation of selective alternatives.

B.5 Prepare Financial Plan

1 Identify the cost impacts of each proposed facility and program as well as the compounded costs impacts. Include customer affordability, willingness to pay, service levels, compounded cost impacts and other related considerations;
2 Prepare a five (5) year, a ten (10) year and a Post Closure Financial Plan that utilizes the current financials for the County's solid waste management programs and projects the impacts of selected proposed facilities and programs; and
3 Identify revenue sources including, revenue generation fees, grants, funding, investments, bonds, loans, partnerships and other financial instruments to support the existing and proposed facilities and programs.

B.6 Develop Policy and Implementation Strategy Plan

1 Identify specific projects and programs that were recommended in the Facilities Plan and determine phasing and scheduling over the next 25 years;
2 Identify and discuss policy changes needed to implement the overall plan and
3 Prepare an implementation strategy for all identified programs and projects.

B.7 Prepare Long-Term Comprehensive Solid Waste Management Master Plan

The comprehensive solid waste management master plan will address the various alternatives and facilities planning needs and the impacts of these alternatives. The Financial Plan will address the financial impacts of the identified alternatives and various funding opportunities. The Policy and Implementation Strategy will address needs for policy change, scheduling and funding of projects, as well as implementation strategies for all identified programs and projects.

3.0 PHASE III (optional phase)

Goal: Depending on the nature of the final plan approved by the Board of County Commissioners, the selected consultant may be called upon to assist with other services which might include but are not limited to the development of an Emergency Plan and a Hurricane Plan. Other services might also include various tasks which are identified as future needs during Phase I and II and possible studies of subordinate systems to help improve the county's management of solid waste.

3. ENGINEER'S RESPONSIBILITIES The ENGINEER may also provide other engineering services for the Department which do not present conflicts of interest relative to its consultant services. The Director shall at his/her discretion, determine services which would create a conflict of interest The ENGINEER agrees to perform professional services in accordance with the negotiated terms of the applicable authorization to proceed.

In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:

A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
C. Comply with the federal, state and local laws or ordinances applicable to the work.
D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or

other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.

H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency.

I. Use computer and networking hardware, software and firmware standards as approved by the MIS Division of the Department. The software must perform fault free in the processing of date and date related data (including, but not limited to calculation, comparing and sequencing) by all hardware and software products delivered under this agreement, individually and in combination, upon installation. Fault-free performance includes the manipulation of data with dates prior to, through, and beyond 2008. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward in time. 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 systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY and the COUNTY will receive the executable codes.

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.

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. To the extent the County is prejudice, 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, materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

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

(1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office employees, 2.4 for the ENGINEER's employees working in COUNTY offices and 2.1 for all field employees excluding surveying, not to exceed Miami-Dade County's Surveying Pool price. No employee shall be billed at a combined rate, multiplier x fixed hourly rate, in excess of the flat rate established in paragraph 6A(2). 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.

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. A Contingency Allowance has not been authorized for this Project.

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.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER Charles T. Sinclair, P.E. and Warren N. Smith shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

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

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

(2) The ENGINEER shall be compensated at the flat rate of $150.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.

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

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

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

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

(3) 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 one million, four hundred and fifty-five thousand dollars ($1,455,000.00) for all professional services requested during the three (3) year term of this Agreement. No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts/Additional Services Pursuant to Ordinance 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional design. Before any extra work is begun, a task authorization from the Department

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 Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement.

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

13. AUDIT RIGHTS The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement.

The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

14. SUBCONSULTANTS A. The ENGINEER shall utilize the following firms as subconsultants: (1) Planning and Economics Group, Inc. (2) Westhorp & Associates, Inc. (3) A.D.A. Engineering, Inc. (4) Media Relations Group, LLC (5) Holt Communications, Inc. (6) Kessler Consulting, Inc. (7) Olmedillo X 5, Inc. The ENGINEER shall not subconsultant, assign or transfer to others work performed under this Agreement without the written consent of the Director or his/her designee. 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/ her designee. When applicable and upon receipt of such consent in writing, 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 16 % based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a 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. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability.

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

18. DURATION OF AGREEMENT This Agreement shall remain in full force and effect for a period of three (3) years with after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. The Board of County Commissioners is the sole entity that can exercise the option to renew. This Agreement may be terminated by mutual consent of the

parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

19. DEFAULT If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

20. INDEMNIFICATION AND INSURANCE Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, agents or instrumentalities from any and all 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 investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees 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 not less than $250,000 with a deductible per claim, if any, not to exceed ten percent (10%) of the limit of liability, providing for all sums which the ENGINEER shall become legally obligated to pay as damages for claims arising out of the services performed by the ENGINEER, its

principals, sub consultants, employees and agents or any person employed by the ENGINEER in connection with this Agreement.

C. Public 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. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, Suite 2340, Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida, 33128, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

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

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

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

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

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

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

22. PROPRIETARY INFORMATION Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by ENGINEER outside of this Agreement shall remain the exclusive property of the ENGINEER, subject, however, to Florida Public Records Law (Chap. 119, Fla. Statutes), and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.

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

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

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

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

25. OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE INSPECTOR GENERAL According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Engineer shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or**

bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

The Engineer shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

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

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

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

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL The attention of the ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of 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 Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

29. ETHICS COMMISSION Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Manager or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

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

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

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

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

34. 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 subsonsultants, 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.

35. 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.

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

ATTEST:

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

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____

By: _____
County Mayor

WITNESSETH:

_____
Firm Name (Place Corporate Seal)

_____
Signature

By: _____
President

_____
Printed Name

_____
Printed Name

_____
Signature

_____
Printed Name

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number
E08-SWM-01

I, _____, as the duly authorized representative of
Affiant

_____ being first duly sworn

state: _____.
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade County is: _____

Federal Employer Identification Number

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and does solemnly swear and certify to the following affidavits that are required and made a part of this agreement.

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

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

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

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

(Check the appropriate box)

_____ Does not meet either of the above listed conditions.

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

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE

ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)

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

   _____ %
   _____ %
   _____ %

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

   _____
   _____

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

   _____

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

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

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

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

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

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's

workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:

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

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

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

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

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

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

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

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

6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.

The ENGINEER entity will certify annually, on or before the anniversary date of the professional services agreement that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION
Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any

subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

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

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

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

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

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

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

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

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

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

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

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

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

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

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

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of

Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD
ORDINANCE NO. 94-34

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

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

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

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

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

9. DOMESTIC VIOLENCE LEAVE

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

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

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

11. CODE OF BUSINESS ETHICS AFFIDAVIT
(ORDINANCE 01-96)

[DADE COUNTY CODE SEC. 2-8.1(i)]

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

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

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

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

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this ___ day of _____, 2009, by _____ on behalf of

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

Type of Identification: _____

_____ _____
Signature of Notary Public Signature of Affidavit
State of Florida at Large

_____
Print, type or stamp name of notary public

_____
Legal Name & Title

EXHIBIT "B"

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November 19, 2008

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT

SOLID WASTE MANAGEMENT MASTER PLAN
SCOPE OF SERVICES

Submitted By:

HDR Engineering, Inc.
15450 New Barn Road
Suite 304
Miami Lakes, FL 33014

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TASK 1.1: PROJECT MANAGEMENT AND OVERSIGHT

OBJECTIVE: The objective of this task is to manage the project. The management procedures and controls for this project emphasize communication, quality assurance, and regular formal reporting of progress against HDR's project budget and schedule. As part of this project management task, the HDR Team will take a project management approach that includes: (i) clearly defined work scopes, budgets, schedules, deliverables, project assumptions, and personnel responsibilities for each task or component of the project; (ii) carefully monitoring staff and teaming partners performance, task budgets, and schedules for deliverables through our computerized project accounting and management program; and (iii) keeping the County staff informed of the status of every work program element, as well as the overall project, through regular written progress reports, and routine telephone conversations and in-person meetings.

SCOPE OF WORK:

Project Management and Monitoring

- Prepare weekly status report compiled using an intranet-based accounting program, allowing for the internal management of ongoing progress on the project on a weekly basis.
- Prepare a monthly progress report detailing the work progress and budget progress. The monthly progress report will also provide other detailed information, including agreement or scope related issues, and planned or projected work activities.
- Prepare a schedule for the project. The schedule will be updated on a monthly basis and submitted with the monthly progress report.
- Prepare a monthly invoice which will be submitted with the monthly progress report.
- Schedule monthly progress meetings with County staff to review the monthly progress reports and invoices. (includes 13 meetings with 2 HDR Team Members).
- Schedule regular verbal communications with County staff (estimated twice a month) to provide bi-weekly activity reports.
- Prepare Project Guide describing HDR's scope of work, schedule, and budget.

Coordination with other Offices and Agencies

- Establish a web-based project site to provide easy access to project files, including reports, schedules, etc.
- Coordinate with other offices and agencies, coordination will be performed through web-based project site.
- Update the web-based project on a bi-weekly basis.

Attend Periodic Meetings as Determined by the County

- Prepare for and attend a project kick-off meeting to identify project goals, objectives, administrative protocols, etc. (includes 1 meeting with 6 HDR Team members).
- Provide support to County to prepare for and present project status workshops to the Board of County Commissioners (includes 1 official Board of County Commissioners Workshop).
- Prepare for and present project status briefings for County management (includes up to 2 meetings with up to 4 HDR Team members).
- Prepare handouts and presentation materials for project meetings, briefings and workshops.
- Prepare for and conduct a Waste Management Operations and Technologies Workshop, to consist of a series of four half-day sessions. The training course agenda will include: waste diversion/reduction and recycling; transfer station and MRF design and operation; waste-to-energy operations and compliance, emerging conversion technologies; and municipal solid waste and recyclables collection practices. (Professional Development Hours are available for this activity).
- Attend up to four Board of County Commissioner meetings (1 HDR Team Member).

DELIVERABLES:

- Monthly progress reports and schedule updates;
- Monthly invoices;
- Agendas, meeting materials, and meeting minutes from all meetings;
- Bi-weekly activity reports;
- Web-based project site; and
- Project Guide.

ASSUMPTIONS:

- County to provide location for all meetings.
- County staff to provide final invoice format requirements.
- County to review and provide comments on monthly summary reports format and organization.
- County to provide a list of staff requiring access to the project web site.
- County to define all other agencies and offices requiring coordination and communication.

TASK 1.2: DEVELOP AND FACILITATE A PUBLIC INPUT ADVISORY PROCESS

OBJECTIVE: The objective of this task is to: (i) define the objectives of the public advisory process and determine the appropriate organization, define participants, determine meeting types and possible locations and schedules; (ii) implement a broad based decision making and consensus building process involving the general public and identified stakeholders; and (iii) to develop and prepare education materials designed to obtain input on the long-term Solid Waste Master Plan (SWMP) from throughout the Miami-Dade community. The task includes coordinating with the County to develop and facilitate an appropriate Solid Waste Advisory Committee (SWAC), and to develop educational materials for distribution through the community.

SCOPE OF WORK:

Develop and Implementation of Participatory Decision-Making Process

- Design a public advisory process that includes a Solid Waste Advisory Committee (SWAC).
- Coordinate with the County to identify the stakeholders or interest groups to be included in the SWAC. The SWAC should consist of a mix of County and municipal representatives, property owners/homeowner's associations, community planners, academic representatives, solid waste haulers, Chambers of Commerce, environmental groups, and community leaders (no more than 15 members).
- Prepare a Technical Memorandum documenting the SWAC Members, the structure, organization, mission and objectives of the SWAC.
- Arrange for SWAC meeting locations, prepare meeting agendas, prepare and present meeting materials, and prepare and distribute meeting minutes (4 Meetings).
- Conduct business and opinion leader interviews: a series of one-on-one interviews which will help define needs and identify potential "advocates" in the community. This will include elected or appointed officials, business and opinion leaders not involved in the SWAC process (10 Interviews).
- Prepare Technical Memorandum recording the results of the business and opinion leader interviews.
- Conduct a workshop (2 workshops) for municipal representatives to share information and obtain feedback from these key customers. This will be a workshop that will give the municipalities the opportunity to send representatives to participate in the Long Range Planning process as well as servicing their concerns/questions as customers. One of the sessions should also focus on breaking out into small groups with several municipalities at once to gather their feedback on what the County needs to do to service each one better if necessary. Additionally the municipal representatives will be

asked to share their public information resources available for the County to communicate with their constituents.

- Arrange for workshop locations, prepare workshop agendas, prepare and present workshop materials, and prepare and distribute meeting minutes.
- Prepare meeting materials for Speakers Bureau, to provide community with information regarding the solid waste management system (2 meetings).
- Support the County with materials and information to make one presentation to the Miami-Dade County Board of County Commissioners and their committees. Up to 4 HDR Team members will attend the presentation.

Design, Production, and Distribution of Educational Materials

- Prepare educational materials including fact sheets and newsletters. The fact sheet (prepared once) and newsletter (prepared 4 times) will be produced for both print and electronic distribution. All materials will be produced in English, Spanish and Creole languages. These materials will be provided to the County in a format suitable for posting on the miamidade.gov/dswm web portal.
- Develop and execute a comprehensive media outreach campaign to encourage positive stories about DSWM's planning for the future as well as assisting the media in understanding the County's challenges in the area of Solid Waste. This task will include press releases (2), media advisories (2), feature stories (1), informational and op-ed articles (1) as well as editorial board meetings (1) and maintain on-going communications with media representatives.

Summary of Phase I Public Advisory Process

- Prepare a Technical Memorandum summarizing the Public Input Advisory Process activities and results. The Technical Memorandum will also include, based on the activities performed during Phase I, recommendations for the Public Input Advisory Process activities for Phase II.

DELIVERABLES:

- Design of Public Advisory Process
- Technical Memorandum describing the members, structure, organization, mission and objectives of the SWAC.
- Announcement of meeting time and locations, meeting agendas, meeting materials and meeting minutes for SWAC meetings, workshops.
- Meeting materials for Speakers Bureau.
- Technical Memorandum documenting leader interviews.
- Meeting materials for meeting with Board of County Commissioners.
- Fact Sheet.
- Newsletters (4).
- Press releases (2), media advisories (2), feature stories (1), informational and op-ed

articles (1) as well as editorial board meetings (1).

- Technical memorandum summarizing the Public Input Advisory Process activities, results and recommendation for Phase II.

ASSUMPTIONS:

- County to review and provide comments to meeting on Technical Memorandums.
- County to identify and approve the Stakeholders to be included in the SWAC.
- County staff will coordinate the location and staff attendance for these meetings.
- County to place educational information on the miamidade.gov web portal.
- County to provide Static web site content.
- County staff will perform Speakers Bureau.
- County to provide mailing list for publication distribution.
- County to provide GIS meta file or related data base information as needed.

TASK 1.3: EVALUATE CURRENT AND FUTURE SOLID WASTE MANAGEMENT NEEDS

Subtask 1.3 a – Evaluate County's Existing Solid Waste Management Programs

OBJECTIVE: The objective of this task is to assess the County's current solid waste management system and identify future solid waste issues and management requirements to provide a basis for defining future DSWM program and facility needs. An inventory of the existing solid waste management programs and systems will be prepared to evaluate and assess the current solid waste management systems. The objective of this task is to fully understand the existing system, and the existing system capacity in order to provide recommendations regarding the system's ability to meet the County's future needs.

SCOPE OF WORK:

Document Review

- Perform a document review to gain a better understanding of the current solid waste management systems, including:
  - Existing reports regarding the current and most recent status of the Miami-Dade County solid waste management system;
  - Monthly operating reports (MORs) for all disposal and transfer facilities;
  - Annual air space report for all disposal facilities;
  - Most recent Annual System Report;
  - Resources Recovery Facility Annual Inspection Report;
  - Miami-Dade County Comprehensive Development Master Plan;
  - Current DSWM financial budgets;
  - DSWM's Capital Improvement Plan;
  - Resource Recovery Facility capital improvement proposal prepared by Montenay Dade, LLC.;
  - Reports of studies detailing possible expansion of existing facilities; and
  - Contracts between DSWM and existing vendors (i.e., hauling, material recyclers, private disposal, etc.).

Collection and Transportation System Review

- Perform a review and evaluation of the existing collection system, including the
  - List of haulers (public and private) operating within the County;
  - Contracts for collection;
  - Collection practices, routes, and level of service;
  - Waste flow within the County;
  - Comparison of services that are to be provided versus contract requirements;
- Perform a review of the transportation systems utilized for the collection and transportation of the waste throughout the County; and
- Identify potential deficiencies within the system.

Recycling and Diversion Program Review

- Review and evaluate the recycling program, including;
  - County policies and procedures for waste reduction and recycling;

  - Contracts for collection, including services that are to be provided;
  - Collection routes, level of service;
  - Comparison of services that are to be provided versus contract requirements;
  - The character and quantity of waste that is either reduced or recycled;
- Identify potential deficiencies within the system.

Transfer Station Operations Review

- Perform a site inspection at the West, Central, and Northeast Transfer Stations, including character and quantity of incoming waste, tipping floor/operations, equipment conditions, and equipment capacity;
- Review and evaluate the transfer station for operational efficiencies, long haul, and other considerations; and
- Identify potential deficiencies within the system.

Resource Recovery Facility Review

- Perform a site inspection to evaluate the Resource Recovery Facility operations, including character and quantity of incoming waste, equipment condition, equipment capacity;
- Review and evaluate the facility for operational efficiencies and other considerations; and
- Identify potential deficiencies within the system.

Landfill Facility Operations Review

- Perform a site inspection to evaluate the North Dade, South Dade, and Resource Recovery Facility Landfills to document conditions, landfill management practices, use of daily cover, compaction efficiency, and waste placement sequencing;
- Review the facilities solid waste permits, surface water permits, air permits, etc.;
- Review the remaining solid waste capacity; and
- Identify potential deficiencies within the system.

Alternative Private Landfills Review

- Review the role of non-County owned landfills (Waste Management owned Medley, Central and Okeechobee) in the management of County waste;
- Review and evaluate the contractual arrangements between Waste Management and the County for use of these facilities; and
- Review the transportation costs associated with each facility.

Trash and Recycling Facilities Review

- Review and evaluate the 13 trash and recycling facilities including:
  - Site inspection of each facility to document conditions and practices;
  - Waste disposal/recycling services that are provided at each of the facilities;
  - Character and quantity of waste that is received and recycled at each facility; and
  - Overall efficiency of the facility operations;
  - Identify potential deficiencies within the system.

DELIVERABLES:

- List of documents and information needed from the County for the document review.
- Technical Memorandum on Collection and Transportation System.
- Technical Memorandum on Recycling and Diversion Program.
- Technical Memorandum on the Operations for the West, Central, and Northeast Transfer Stations.
- Technical Memorandum on the Operations of the Resources Recover Facility.
- Technical Memorandum on the Operations of the North Dade, South Dade, and Resources Recovery Landfill.
- Technical Memorandum on Alternative Private Landfills.
- Technical Memorandum on the Operations of the Trash and Recycling Facilities.
- Executive Summary Memorandum providing an overview of the results of the current system.

ASSUMPTIONS:

- County to provide copies of existing documents
- County to provide copies of relevant contracts for Review. HDR has assumed that the compliance with the contracts is performed by the Bond Engineer. HDR will only review the contracts to understand the contractual obligations of the haulers as they apply to the system performance.
- County to provide copies of the Solid Waste Department annual budget, capital improvement plan, staffing and organization.
- County to provide unrestricted access to solid waste facilities.
- County to review and provide comments on Technical Memorandum. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.

TASK 1.3: EVALUATE CURRENT AND FUTURE SOLID WASTE MANAGEMENT NEEDS

Subtask 1.3 b – Waste Composition Study

OBJECTIVE: To obtain data on the character of the waste that is disposed of in the County. The waste composition data is used to justify program modifications and waste management policies.

SCOPE OF WORK:

- Perform a two season, three generator (i.e., single-family residential, multi-family residential, and commercial sectors) municipal waste composition study at three locations (to be determined); which would include:

  - Preparation of sort logistics, including:
    - Pre-sort meetings with the County staff, haulers, and scale house personnel.
    - Site visits to the sorting location.
    - Determination and preparation of sorting and sample schedules.

  - Perform two, one-week sorting events (e.g., summer and winter) at three sites, including:
    - All materials, safety gear, and equipment needed for sort.
    - On-site sort manager, sample supervisor, and all necessary sort labor.
    - Sorter training prior to each sorting event.
    - Sort site preparation.
    - Oversight of random selection of collection vehicles from each sector.
    - Sorting oversight of 80-90, 250-pound samples, at a single location.
    - Proper weighing and data recording of all samples.
    - Post event clean up.

  - Perform data evaluation and prepare final report, including:
    - Data entry of all sample data.
    - Evaluation of data to determine weighted averages.
    - Transmittal of data tables and figures after the first sorting event.
    - Transmittal of final report after completion of the second sorting event.

Additional Considerations

Due to the complexity of Miami-Dade's solid waste management system, this scope of services only addresses a two-season, one-week sorting event at three locations. Should the County wish to include more than three generator types, additional seasons, or additional sorting locations, the time, level of effort, and budget would increase accordingly. The inclusion of more

generator types or additional locations would require an additional week of sorting per season, however the actual duration of each sorting event will be determined based on any changes in generator types or sorting locations desired by the County.

Optional sectors, subsectors, and sorting locations that might be considered include:

- Government Agencies
- Public School System
- Institutions/Universities
- Commercial Subsectors such as: Office Parks, Retail Centers, Downtown Districts
- Residential Subsectors such as: by municipal and unincorporated areas
- Northeast, Central, and West Transfer Stations
- South Dade Landfill
- Medley Landfill

DELIVERABLES:

- Final Report on Waste Composition Study, including:
  - Data summary for both sorting events,
  - Final waste composition breakdown,
  - Analysis of results.

ASSUMPTIONS:

- County to provide a tent of sufficient size to protect workers from the elements while sorting.
- County to provide a bobcat and operator.
- County to provide a roll-off container in which to place sorted waste, four sorting tables (approximately 5'x 8' and waist high), at least six folding chairs, up to 12 recycling bins, and up to four 30-40 gallon trash cans.
- All required equipment, except for that identified as being provided by the County, is to be provided by HDR Team.

TASK 1.3: EVALUATE CURRENT AND FUTURE SOLID WASTE MANAGEMENT NEEDS

Subtask 1.3 c – Identify and Evaluate Existing and Future Similar Solid Waste Management Plans

OBJECTIVE: To identify solid waste management systems for communities similar to the County and to assess their existing and future solid waste management plans to explore options and results that may be applicable to DSWM's system.

SCOPE OF WORK:

- Identify up to four communities with solid waste management systems that include similar components as that used by Miami-Dade County.
- Obtain and evaluate the solid waste master plans for the identified communities.
- Identify those items/ideas from the compiled solid waste master plans as it applies to DSWM regarding options and plans for meeting goals.

DELIVERABLES:

- Copies of the Master Plans reviewed.
- Technical Memorandum summarizing the results of the existing and future programs of other similar communities.

ASSUMPTIONS:

- County to review and provide comments on Technical Memorandum. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.

TASK 1.3: EVALUATE CURRENT AND FUTURE SOLID WASTE MANAGEMENT NEEDS

Subtask 1.3 d – NOT USED

This subtask was intentionally excluded from this scope of services.

TASK 1.3: EVALUATE CURRENT AND FUTURE SOLID WASTE MANAGEMENT NEEDS

Subtask 1.3 e – Solid Waste Generation Projections

OBJECTIVE: To identify the current and projected population of the area contributing to the Miami-Dade County solid waste management system to estimate and predict the generation of solid waste throughout the planning period.

SCOPE OF WORK:

- Obtain and review the latest County demographics and solid waste stream trends.
- Estimate the quantity of solid waste generated in the County using historical waste generation characteristics, population data, employment data, and other relevant data from the University of Florida, Bureau of Economic & Business Research, and other reliable sources.
- Estimate population growth over the next 50 years based on data obtained from the UF Bureau of Economic & Business Research and the MDC Comprehensive Plan.

DELIVERABLES:

- Technical Memorandum summarizing the current and projected population trends and estimate of future waste generation. The technical memorandum will include a map of the County identifying the solid waste generation projections by those areas that are currently or may contribute to the solid waste management system during the planning period.

ASSUMPTIONS:

- County will provide historical waste generation obtained from existing County records.
- County will provide historical population data from census data.
- County to review and provide comments on Technical Memorandum. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.
- HDR assumes that future projections of population and employment are readily available and broken out by succinct waste generation districts (or similar types of geographic areas).

TASK 1.3: EVALUATE CURRENT AND FUTURE SOLID WASTE MANAGEMENT NEEDS

Subtask 1.3 (f) – NOT USED

This subtask was intentionally excluded from this scope of services.

TASK 1.3: EVALUATE CURRENT AND FUTURE SOLID WASTE MANAGEMENT NEEDS

Subtask 1.3 g – Solid Waste Management Needs Projections

OBJECTIVE: To project the solid waste management needs for 5, 10, 15, 25 and 50 years and the ability of the County's current system and facilities to meet these needs.

SCOPE OF WORK:

- Evaluate the capacity available within the solid waste management system through the next 50 years available based on the results of Task 1.3 a;
- Identify the amount of waste that will be generated during the next 5, 10, 15, 25, and 50 years based on the results of Task 1.3 e;
- Compare the amount of the waste that will be generated and the amount of disposal capacity available;
- Identify the deficiencies during the next 5, 10, 15, 25, and 50 years, as applicable; and
- Prepare a Technical Memorandum detailing the ability of the County's current waste facilities and programs to meet the future solid waste management needs for the next 50 years.

DELIVERABLES:

- Technical Memorandum

ASSUMPTIONS:

- County to review and comment on Technical Memorandum. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.

TASK 1.4: IDENTIFY AND DEFINE PERTINENT REGULATORY REQUIREMENTS AND KEY POLICY AND ISSUES

OBJECTIVE: To identify, review and develop a summary of key regulatory requirements and policy issues at the federal, state and local levels related to the various environmental regulatory and administrative approvals required for the implementation and operation of current and potential future solid waste management facilities and programs. This information will be integrated into the planning process.

SCOPE OF WORK:

- Obtain, review and compile the following planning, regulatory and policy documents that relate to the preparation of the SWMP:
  - Miami-Dade County Integrated Waste Management Plan, County-wide siting element
  - Miami-Dade County Source Reduction and Recycling Element (SRRE), 1992 Waste Composition Study
  - The Non-Exclusive Solid Waste Franchise Agreements
  - Florida Department of Environmental Protection current and proposed rules related to all aspects of the County's solid waste management system and future plans.
  - The most recent Comprehensive Annual Financial Report for the 2007 Fiscal Year, prepared by the DSWM and their independent auditors, KPMG
  - The Annual System Report for Fiscal Year 2007, prepared by the DSWM's Bond Engineer, Brown and Caldwell
  - The Resources Recovery Facility Annual Inspection Report for Fiscal Year 2007, prepared by the DSWM's Bond Engineer, Brown and Caldwell
  - The most recent revision to the Solid Waste Sub-Element of Miami-Dade County's Comprehensive Development Master Plan
  - The Miami-Dade County Department of Solid Waste Management Business Plan for Fiscal Years 2007 through 2008
  - Interlocal agreements with the 18 Miami-Dade County municipalities that have contracted with the DSWM for municipal solid waste disposal
  - The Disposal Management agreement with Waste Management, Inc. of Florida, providing MSW disposal capacity at the Medley and Central Disposal Landfills
  - The agreements with Waste Management, Inc. of Florida and BFI (now Allied) committing collected waste for disposal at DSWM facilities
  - Third Amended and Restated Operations and Management Agreement between Miami-Dade County and Montenay Dade, Ltd (now Veolia ES), August 2004
  - Solid Waste Bond Ordinance No. 96-168
  - Most recent Supreme Court decisions on Flow Control, "United Haulers Association, et.al v. Oneida-Herkimer Solid Waste Authority, NY"
  - Applicable Miami-Dade County Codes, including:
    - Section 101 (A)(9) of the Home Rule Amendment and Charter of Miami-Dade County pertaining to new municipal incorporations and provision

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of County solid waste services
  - Chapter 15, Solid Waste Management, of the Code of Miami-Dade County relating to solid waste collection, transportation and disposal
  - Chapter 24, Environmental Protection of the Code of Miami-Dade County, relating to permitting solid waste facilities
- Prepare a Technical Memorandum that identifies and summarizes the key requirements and issues that will affect the SWMP.

DELIVERABLES:

- Technical Memorandum summarizing regulatory and key policy issues and their impact on the SWMP.

ASSUMPTIONS:

- County to assist the HDR Team in obtaining the requested documents, including providing copies of pertinent documents within their possession or control.
- County to review and comment on Technical Memorandum. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.

TASK 1.5: EVALUATE CURRENT FINANCIAL PROGRAM

OBJECTIVE: To collect and evaluate the financial management information for the County's current system and develop a base line understanding of system conditions, requirements and performance. To compare the County's solid waste management programs to industry standards and other comparable municipal jurisdictions and identify the differences including geographical, fiscal, population, and waste streams. To provide recommendations for short-term improved efficiencies and services as well as long-term financial sustainability.

SCOPE OF WORK:

Review County's Solid Waste Management Financial Programs

- Develop a written data request identifying the operational and financial data needed for this task. Some of these data/documents may have been previously provided by the County for other tasks. The types of data to be requested will include, but are not limited to:
  - Financial Information (e.g. annual financial reports, existing rates and charges, operating budget, Capital Improvement Plan (CIP), historical financial information);
  - Legal/Regulatory Information (e.g. relevant ordinances, relevant agreements/contracts);
  - Labor/Employee Information (e.g. rosters, salary and benefit information, average OT, average absentee rates);
  - Equipment/Fleet Information (e.g. inventories, replacement policies, repair costs, other operating costs);
  - Demographic Information (e.g. household count, population and expected growth);
  - Materials Quantities (e.g. tonnage data, future projections);
  - Facilities Information;
  - Route Information; and
  - Other related information that would be useful to the Study.
- Review the data received and compile any questions and/or prepare secondary data requirements.
- Develop a business model showing historical fiscal performance and producing projected operating results and cash flow for the next fifty (50) fiscal years. The financial model will allow DSWM to assess its current fiscal condition and anticipate future financial performance of the solid waste system based on the various assumptions.
- Establish a base case which will represent the system as it is currently operated and serve as the basis for comparison of alternatives developed in subsequent tasks.
- Prepare Technical Memorandum regarding existing County financial programs.

Evaluate and Compare County Programs to Industry Standards

- Identify municipal solid waste systems that are similar in management programs, facilities, services, population, waste stream and fiscal management for potential inclusion in benchmarking analysis and short-list the appropriate benchmark communities for comparison.
- Follow-up with comparable community operations, and collect applicable operational and financial information. The information will be compiled, reviewed and summarized, and then compared to relevant performance metrics of DSWM's current solid waste operations.
- Perform benchmarking analysis that will include the following elements:
  - Financial – five (5) performance metrics
  - Operational Efficiencies
    - Collection Operations - five (5) performance metrics
    - Disposal Operations - five (5) performance metrics
    - Facilities - five (5) performance metrics
- Identify opportunities for improving or enhancing the DSWM's program using information collected on the policies and practices of comparable municipal solid waste operations.
- Identify and characterize differences between the benchmark communities and DSWM's programs.
- Prepare Technical Memorandum comparing the County program to industry standards.

Short Term and Long-Term Financial Program Improvements Recommendations

- Identify short-term improvements to the current financial system based upon historical business model and benchmark comparisons.
- Prepare a list activities required to implement short-term improvements.
- Prepare a Technical Memorandum identifying potential short-term and long-term improvements to County's program.
- Prepare Executive Summary Memorandum which provides overviews of the evaluation of the County's financial program.

DELIVERABLES:

- Request for information and data needed from County records.
- Technical Memorandum regarding existing County financial programs.
- Technical Memorandum regarding comparison of County Programs to Industry Standards.
- Technical Memorandum regarding short-term and long-term financial improvements.
- Executive Summary Memorandum.
- HDR will prepare a draft of the document for County review; the County will provide

HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.

ASSUMPTIONS:

- County to provide existing financial information to develop financial business model.
- County participation in short-list of benchmark communities.
- County to provide review comments on short-list meeting notes.
- County to review and comment on Technical Memorandum prepared under this task. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.

TASK 1.6: IDENTIFY ALTERNATIVES, OPTIONS, AND IMPROVEMENTS TO ADDRESS NEEDS

OBJECTIVE: To identify appropriate opportunities for improving the County's solid waste management system, including the programs, policies, facilities and technologies that will be needed to meet the County's goals during the planning period.

The HDR Team will research and assess the viability of options for waste reduction, recycling, and other waste diversion programs and the options for management of residual materials. We will be guided by information developed during the previous tasks.

SCOPE OF WORK:

- Utilize the analysis of the DSWM's facilities, programs, and operations resulting from previous tasks and to identify options for improvements to achieve projected capacity and service requirements considering the following categories:
  - Collection/transportation systems,
  - Recycling and diversion programs,
  - Transfer stations/material recovery facilities,
  - Landfills,
  - Trash and recycling facilities,
  - Resource recovery facilities, and
  - Alternative emerging technologies.
- Compile a listing of existing and emerging waste processing, disposal and recycling technologies, with a brief description of each, which may have applicability for consideration in the County's long-term solid waste master plan, such as plasma gasification, pyrolysis, anaerobic digestion, etc.
- Identify potential diversion options to reduce waste and increase recycling, appropriate for the County. (Waste Management Operations and Technology Workshops describing these potential options are to be performed as described in Task 1.1)
- Prepare a Technical Memorandum listing potential solid waste management options, alternatives and technologies.

DELIVERABLES:

- Technical Memorandum listing potential solid waste management options, alternatives and technologies.

ASSUMPTIONS:

- County to coordinate location of staff workshop.
- County to review and provide comments on draft technical memorandums. County to review and comment on Technical Memorandum. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the final document.
- HDR's existing national and international experience and knowledge regarding the new and emerging conversion technologies will provide the basis for evaluation under this task.

TASK 1.7: FATAL FLAW ANALYSIS OF ALTERNATIVES

OBJECTIVE: To perform a big picture analysis and evaluation of all options identified in Task 1.6 and to shortlist those that will be further considered in Phase II.

SCOPE OF WORK:

- Develop fatal flaw evaluation criteria including environmental impacts, technological risks, impacts on waste diversion, social-political acceptance, implementation impediments, and economic impacts that would render any of the options inappropriate for consideration.
- Obtain input from the County regarding items considered fatal flaws.
- Obtain input from the SWAC regarding items considered fatal flaws.
- Evaluate each option identified in Subtask 1.6 using the criteria developed above.
- Eliminate those options that do not require further evaluation relative to the fatal flaws.
- Prepare a Technical Memorandum summarizing the results of the fatal flaw evaluation, including a list of those options that were eliminated and why, and those options that remain following the evaluation.

- Fatal Flaw criteria could include items such as the following:
  - No new facility within ¼ mile of a school, library, etc;
  - No new facility within 100-year floodplain;
  - No new programs that reduces the incentive to recycle

- Identify potential policies, programs and legislation including mandatory recycling, that may impact the County's decisions.

DELIVERABLES:

- Fatal flaw evaluation criteria.
- Technical Memorandum presenting the results of the fatal flaw analysis and subsequent short-listed options for further consideration in Phase II.

ASSUMPTIONS:

- County to review and provide comments on key fatal flaw criteria.
- County to review and provide comments on Technical Memorandum. HDR will prepare a draft of the document for County review; the County will provide HDR with one set of comments. HDR will incorporate the comments and provide the County with the

final document.

- Through the SWAC process described in Task 1.2. HDR Team has assumed that a consensus will be achieved in establishing the fatal flaw criteria and short-listed options for Phase II

COST SUMMARY
Department of Solid Waste Management
Solid Waste Master Plan
E08-SWM-01
11/19/2008

TASK	TASK DESCRIPTION	LUMP SUM COST
1.1	Project Management and Oversight	$136,810
1.2	Develop and Facilitate a Public Input Advisory Process	$81,340
1.3	Evaluate Current and Future Solid Waste Management Needs	
1.3a	Evaluate County's Existing Solid Waste Management Programs	$128,160
1.3b	Waste Composition Study	$134,110
1.3c	Identify and Evaluate Existing and Future Similar Solid Waste Management Plans	$23,080
1.3d	Evaluate Current Informatin Technology Use in the County	Intentionally Excluded
1.3e	Solid Waste Generation Projections	$19,460
1.3f	Disaster Recovery Solid Waste Management Plan	Intentionally Excluded
1.3g	Solid Waste Management Needs Projections	$19,425
1.4	Identify and Define Pertinent Regulatory Requirements and Key Policy and Issues	$12,070
1.5	Evaluate Current Financial Program	$82,590
1.6	Identify Alternatives, Options, and Improvement to Address Needs	$52,840
1.7	Fatal Flaw Analysis of Alternatives	$58,410
	TOTAL COST:	$748,295

HDR