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

Memorandum

MIAMI-DADE COUNTY

Date: May 4, 2010

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

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

From: George M. Burgess
County Manager

Resolution No. R-477-10

Subject: Amended Contract Award Recommendation for Environmental Cleanup, Compliance and Related Services for Miami-Dade Transit Department (MDT) and other County Facilities funded with federal and/or Transit surtax funds - Project No: E09-DERM-01 PTP; Contract No: E09-DERM-01-URS, to URS Corporation Southern

THIS ITEM DIFFERS FROM THE ORIGINAL IN THAT THE TERMS OF THE PROFESSIONAL SERVICES AGREEMENT (PSA) WERE RENEGOTIATED IN RESPONSE TO THE ITEM'S DEFERRAL AT THE FEBRUARY 9, 2010 BUDGET, PLANNING AND SUSTAINABILITY COMMITTEE MEETING. THE PRINCIPALS' PAY RATE WAS RENEGOTIATED FROM $150 TO $110 PER HOUR WHICH IS THE RATE OF THE PREVIOUS E03-DERM-01 PSA. THE LABOR MULTIPLIER WAS RENEGOTIATED FROM 2.90 TO 2.85 WHICH IS THE RATE OF THE PREVIOUS E03-DERM-01 PSA. THE LABOR RATE ESCALATION CLAUSE WAS REMOVED FROM THE PSA. THE LABOR RATES WERE NOT CHANGED BECAUSE THE PROPOSED RATES ARE BASED ON STATE LABOR RATES AND THE AVERAGED STATE LABOR RATES ARE LOWER THAN THE AVERAGED ACTUAL LABOR RATES OF THE STAFF UNDER THIS PSA. THE RESOLUTION DIFFERS FROM THE ORIGINAL IN THAT THE PSA AMOUNT OF $2,750,000 WAS ADDED TO THE RESOLUTION TITLE.

Recommendation

This recommendation to award a Professional Services Agreement (PSA) for Contract No. E09-DERM-01-URS between Miami-Dade County and URS Corporation Southern has been prepared by the Department of Environmental Resources Management (DERM) and is recommended for approval. This PSA, like all People's Transportation Plan (PTP) contracts, will not be awarded without approval by the Board of County Commissioners (BCC) and the Citizens' Independent Transportation Trust (CITT), unless the BCC by two-thirds vote overrides the CITT's disapproval. Blanket BCC and CITT approval will be sought for each of the PSAs, eliminating the need for BCC and CITT approval of each work order issued.

Delegation of Authority - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

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

Scope

PROJECT NAME: Environmental Cleanup, Compliance and Related Services for Miami-Dade Transit Department (MDT) and other County Facilities funded with federal and/or Transit surtax funds

PROJECT NO: E09-DERM-01 PTP

CONTRACT NO: E09-DERM-01-URS

PROJECT DESCRIPTION: Two (2) qualified consultants will be retained under non-exclusive professional services agreements with an effective term of three (3) years and maximum compensation of $2,750,000 per agreement. The

agreements will provide two one-year renewal options with no additional increase in the maximum compensation limit of $2,750,000 per agreement. The proposed scope of work includes:
A. Performing environmental investigation and/or rehabilitation and related tasks, including drilling, surveying and mapping and laboratory services, at Miami-Dade County owned and/or operated sites in accordance with Chapters 62-770, 62-782 and 62-785 of the Florida Administrative Code (FAC), Chapter 24 of the Miami-Dade County Code and all applicable regulations.
B. Performing services related to the modification, repair, removal, replacement, installation and/or abandonment of any underground or aboveground storage systems, and any related tasks, in accordance with Chapters 62-761 and 62-762 FAC, Chapter 24 of the Miami-Dade County Code and all applicable regulations.
C. Performing services as design criteria professionals and performing duties related to construction management for environmentally necessary construction tasks related to A and B above.
D. Performing environmentally related construction tasks related to A and B above, as warranted and approved by the COUNTY, in compliance with all applicable rules and regulations that govern construction.
E. Performing other related environmental work not identified above, necessary for investigation and/or prevention of potential or known contamination, for compliance with applicable regulations, for protection of the environment and the public health and for cleanup of environmental contamination.

PROJECT LOCATION: Countywide

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E09-DERM-01-PTP

USING DEPARTMENT: Multiple

MANAGING DEPARTMENT: Department of Environmental Resources Management

Fiscal Impact / Funding Source

FUNDING SOURCE: The cost of services will be charged to particular capital projects included within the current adopted budget and capital improvement plan or within the adopted operating budget of the various County Departments requiring professional services. The Department requesting the services for the specific project will establish the funding source as either Federal or PTP funding at the time the work order is issued. No work orders will be issued under this contract unless the specific Using Department identifies appropriate budgeted funds. These funds are budgeted in the individual capital project budgets or the operating budgets by the various Departments.
PTP revenues: including but not limited to the Charter County Transit System Sales Tax, financing proceeds as listed in Ordinance No. 02-116, provision for implementation of the PTP. This contract, like all PTP contracts, will not be awarded without approval by the Board of County Commissioners (BCC) and the Citizen's Independent Transportation Trust

(CITT), unless the BCC by two-thirds vote overrides the CITT's disapproval. Blanket BCC and CITT approval will be sought for each of the PSAs, eliminating the need for BCC and CITT approval of each work order issued.

OPERATIONS COST IMPACT / FUNDING: This contract is a work order driven Professional Services Agreement for environmental professional services for cleanup and compliance related tasks. The tasks to be performed are not predetermined, but will be authorized based on specific requests for services from various Miami-Dade County departments. Based on previous contract usage, the majority of tasks will be related to the assessment/remediation of contamination, with no associated asset, and therefore, no operation and/or maintenance cost. Occasionally, construction activities such as the installation and maintenance of remedial systems, designed to prevent/abate the build-up of methane gas, may be performed under this contract on a very limited basis. The average cost of construction of this type of system is approximately $150,000. Funding for the associated operations and maintenance costs for these treatment systems comes from the requesting department and typically averages $25,000 annually. These systems remain in operation until the methane endpoint criteria is achieved

MAINTENANCE COST IMPACT / FUNDING: See above.

LIFE EXPECTANCY OF ASSET: See above.

PTP FUNDING: Yes

GOB FUNDING: No

ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: Prime Firms: 10.05, 10.06, 10.07, 16, 17
Subconsultants: 9.01, 10.06, 15.01, 16

TYPE	CODE	DESCRIPTION
Prime	10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
Prime	10.06	ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN DESIGN
Prime	10.07	ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN IMPLEMENTATION/ OPERATION/ MAINTENANCE
Prime	16.00	GENERAL CIVIL ENGINEERING
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING

SUSTAINABLE BUILDINGS Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?

ORDINANCE: (I.O NO. 8-8)	YES
NTPC'S DOWNLOADED:	123
PROPOSALS RECEIVED:	9
CONTRACT PERIOD:	1825 Days. The original term is for three (3) years. The County Mayor or the County Mayor's designee has the authority to extend the contract duration, with no increase in the contract amount, for two (2) consecutive one-year periods.
CONTINGENCY PERIOD:	110 Days. Days.
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$2,500,000.00
BASE CONTRACT AMOUNT:	$2,500,000.00

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

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$250,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$2,750,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	At the First-Tier meeting on July 27, 2009, the Committee ranked URS Corporation Southern as the second highest ranking firm out of nine proposals submitted. The Selection Committee voted not to hold a Second-Tier meeting. The Negotiation Committee was approved on July 27, 2009. On September 15, 2009, the Negotiation Committee met with URS Corporation Southern and concluded its negotiations. This is the recommendation to award one of two PSAs to URS Corporation Southern. Based on the Office of Capital Improvements CIIS database, the County has completed fourteen evaluations for URS Corporation Southern with an average rating of 3.5 points out of a total 4 possible points.

SUBMITTAL DATE:	6/19/2009
ESTIMATED NOTICE TO PROCEED:	4/19/2010
PRIME CONSULTANT:	URS Corporation Southern
COMPANY PRINCIPAL:	Michael Nardone, Daniel Levy, Pedro Zuloaga
COMPANY QUALIFIERS:	Daniel Levy, Carlos Garcia, Vik Kamath, Robert Lunardini, Paula Sessions, Willard Harms, Pedro Zuloaga, Nestor Fernandez
COMPANY EMAIL ADDRESS:	michael_nardone@urscorp.com
COMPANY STREET ADDRESS:	7650 Corporate Center Drive, Suite 401
COMPANY CITY-STATE-ZIP:	Miami, Florida 33126
YEARS IN BUSINESS:	23
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report as provided by the Department of Small Business Development, URS Corporation Southern has been awarded a total of sixteen (16) contracts with a total value of $45,345,713.50, which includes amendments approved by the Board of County Commissioners in the amount of $14,979,083.00.
SUBCONSULTANTS:	Westhorp & Associates, Inc., J Bonfill and Associates Inc., Kaderabek Company, Chemical Detection Service Florida, Inc., Engineered Environmental Solutions, Inc., Advanced Environmental Laboratories, Inc., Genapure Analytical Services, Inc. (Trade name: US Biosystems, Inc), E.T.D., Inc. D/B/A Earth Tech Drilling
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 4/1/2009 **SIGNOFF DATE:** 4/1/2009
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CSBE	0.00%	$0.00	N/A
CBE	16.00%	$440,000.00	A 16% CBE goal will apply to each PSA. Due to the inclusion of both PTP and federal funding, both a Community Business Enterprise (CBE) and Disadvantaged Business Enterprise (DBE) goal have been established. A CBE goal (listed to the left) will apply only when a project (work order) does not include any federal funds. For projects funded in whole or in part by federal funds the DBE goal listed below will apply.
DBE	15.00%	$412,500.00	A 15% DBE goal will apply to each PSA, per MDT goal recommendation memo issued 3/13/2009. For projects (work order) funded in whole or in part by federal funds the DBE goal

			listed to the left will apply. A CBE goal (listed above) will apply only when a project (work order) does not include any federal funds.
	CWP 0.00% 0		N/A
MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Julie Balogh	305-372-6813	balogj@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Robert Graessel	(305) 372-6812	GraesR@miamidade.gov

Background

BACKGROUND: The E09-DERM-01 PSAs are necessary to provide DERM with a prequalified pool of environmental consultants, with diverse and specialized expertise, immediately available to perform a variety of environmentally related tasks required of Miami-Dade Transit Department (MDT) and other County Facilities funded with federal and/or Transit surtax funds.

BUDGET APPROVAL FUNDS AVAILABLE: Jennifer Glazer-Moon, **OSBM DIRECTOR** — **DATE** 3/30/2010

APPROVED AS TO LEGAL SUFFICIENCY: Bruce Libhaber, **COUNTY ATTORNEY** — **DATE** 3/30/10

CAPITAL IMPROVEMENTS CONCURRENCE: Johnny Martinez, P.E., **OCI DIRECTOR** — **DATE** N/A

Alex Muñoz, **ASSISTANT COUNTY MANAGER** — **DATE** _____

CLERK DATE _____ **DATE**

MEMORANDUM

(Revised)

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

DATE: May 4, 2010

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

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

Please note any items checked.

_____	"3-Day Rule" for committees applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	No committee review
_____	Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve
✓	Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

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

5-4-10

RESOLUTION NO. **R-477-10**

RESOLUTION AUTHORIZING THE AWARD OF PROJECT NO. E09-DERM-01 PTP; CONTRACT NO. E09-DERM-01-URS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT (MDT) AND OTHER COUNTY FACILITIES, IN THE AMOUNT OF $2,750,000; AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SURTAX FUNDS; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the award of Project No. E09-DERM-01 PTP; Contract No. E09-DERM-01-URS for Environmental Cleanup, Compliance and Related Services for Miami-Dade Transit (MDT) and other County Facilities, in substantially the form attached hereto and made part hereof; authorizes the use of Charter County Transit Surtax Funds; authorizes the Mayor or Mayor's designee to execute said Agreement; authorizes the Mayor or Mayor's designee to execute amendments to this Agreement for time extension; and authorizes the Mayor or Mayor's designee to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Dorrin D. Rolle** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of May, 2010. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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.

Bruce Libhaber

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

URS

CORPORATION

SOUTHERN

TABLE OF CONTENTS

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES
FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES
FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS
PROJECT NO. E09-DERM-01 PTP

SECTION		PAGE
TABLE OF CONTENTS		1
ARTICLE ONE	RESPONSIBILITIES OF THE COUNTY	2
ARTICLE TWO	RESPONSIBILITIES OF THE CONSULTANT	3
ARTICLE THREE	COMPENSATION	6
ARTICLE FOUR	EFFECTIVE TERM OF AGREEMENT	10
ARTICLE FIVE	INDEMNIFICATION	10
ARTICLE SIX	INSURANCE	11
ARTICLE SEVEN	PERFORMANCE AND PAYMENT BOND	12
ARTICLE EIGHT	PROFESSIONAL INDEPENDENCE OF THE CONSULTANT	12
ARTICLE NINE	ASSIGNMENT	12
ARTICLE TEN	RETAINAGE	13
ARTICLE ELEVEN	LIQUIDATED DAMAGES	13
ARTICLE TWELVE	CANCELLATION OR TERMINATION	13
ARTICLE THIRTEEN	ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS	13
ARTICLE FOURTEEN	AFFIRMATIVE ACTION AND CONTRACT MEASURES	14
ARTICLE FIFTEEN	PARAGRAPH HEADINGS	15
ARTICLE SIXTEEN	AUDIT RIGHTS	15
ARTICLE SEVENTEEN	RIGHT OF DECISIONS AND DISPUTE RESOLUTION	15
ARTICLE EIGHTEEN	OWNERSHIP OF DOCUMENTS AND INFORMATION	17
ARTICLE NINETEEN	AGREEMENT OPEN TO THE PUBLIC	18
ARTICLE TWENTY	SUBCONTRACTING	18
ARTICLE TWENTY-ONE	WARRANTY	18
ARTICLE TWENTY-TWO	NOTICES	18
ARTICLE TWENTY-THREE	MIAMI-DADE COUNTY INSPECTOR GENERAL AND IPSIG	18
ARTICLE TWENTY-FOUR	SUSTAINABLE BUILDING PROGRAM	21
ARTICLE TWENTY-FIVE	PROMPT PAYMENT	21
ARTICLE TWENTY-SIX	PERFORMANCE EVALUATIONS	22
ARTICLE TWENTY-SEVEN	SANCTIONS FOR CONTRACTUAL VIOLATIONS	22
ARTICLE TWENTY-EIGHT	PEOPLE'S TRANSPORTATION PLAN	22
ARTICLE TWENTY-NINE	ENTIRETY OF AGREEMENT	22
SIGNATURE PAGE		23
ATTACHMENT A	FDEP PETROLEUM CLEANUP PREAPPROVAL PROGRAM RATE SUMMARY AND LABOR CATEGORIES	
ATTACHMENT B	FDEP PETROLEUM CLEANUP PREAPPROVAL PROGRAM WORK ORDER TEMPLATE	
ATTACHMENT C	FDEP PETROLEUM CLEANUP PREAPPROVAL PROGRAM EQUIPMENT RENTAL RATE SCHEDULE AND TEMPLATE EQUIPMENT KIT RATE SCHEDULE	
ATTACHMENT D	STANDARD BOND REQUIREMENTS	
ATTACHMENT E	VENDOR AFFIRMATION AFFIDAVIT	
ATTACHMENT F	ARCHITECT & ENGINEERING UTILIZATION REPORT	
ATTACHMENT G	FEDERAL REQUIREMENTS & PROVISIONS	

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 200__, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY"), and **URS Corporation Southern** (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with **ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS (OCI PROJECT NO. E09-DERM-01 PTP).**

ARTICLE ONE
Responsibilities of the COUNTY

1.1 The Director of the Miami-Dade County Department of Environmental Resources Management (DERM) or his authorized designee (hereinafter referred to as the "DIRECTOR"), will administer the E09-DERM-01 Professional Services Agreements on behalf of the County Mayor or County Mayor's designee, the authorized designee of the COUNTY.

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

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

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

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

required with the CONSULTANT and provide guidance with respect to the required professional services.

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

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

ARTICLE TWO
Responsibilities of the CONSULTANT

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

A. Performing environmental investigation or rehabilitation and related tasks, including drilling, surveying and mapping and laboratory services, at Miami-Dade County owned or operated sites in accordance with Chapters 62-770, 62-782, and 62-785 of the Florida Administrative Code (FAC), Chapter 24 of the Miami-Dade County Code, and other applicable regulations and guidance documents.

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

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

D. Performing environmentally-related construction tasks related to A or B above, as warranted and approved by the COUNTY, in compliance with all applicable rules and regulations that govern construction.

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

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

2.3 The CONSULTANT shall communicate, coordinate and receive directives from the DIRECTOR and shall notify the DIRECTOR of any planned meetings or communications that may affect the scope of Work of a project prior to or after issuance of a work order.

2.4 The CONSULTANT shall submit a detailed cost proposal upon the DIRECTOR's request, describing the scope of services to be performed with the supporting technical rationale and shall include a scaled, detailed site diagram as applicable, prior to the issuance of a work order. The CONSULTANT shall include in its cost proposals itemized costs for all labor, equipment and materials, the names of all subcontractors responsible

for any portion of the Work, detailed subcontractor quotes itemizing all costs for labor, equipment and materials and timelines or timeframes for the commencement and completion of each phase of Work. In the event that the cost proposal is not submitted within two (2) weeks of the agreed upon timeframe, the DIRECTOR may, at his discretion, reassign the Work to another CONSULTANT.

2.5 Upon receipt of authorization to proceed from the DIRECTOR, the CONSULTANT agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable work order, the Miami-Dade County OCI Project No. E09-DERM-01 PTP - Notice to Professional Consultants, and this Agreement.

2.6 The CONSULTANT shall provide notification to the DIRECTOR in the event that a specific timeframe contained in a work order is expected to be exceeded, at least three days prior to exceeding the timeframe. For timeframes or subtasks involving deliverable/activity due dates greater than 60 days, notification shall be provided to the DIRECTOR within 75% of the deliverable/activity due date when the deliverable/activity is not expected to be completed within the specified timeframe.

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

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

2.9 The CONSULTANT shall prepare and submit deliverables such as Site Assessment Reports, Natural Attenuation Monitoring Plans and Reports, Pilot Test Plans and Reports and Remedial Action Plans in accordance with applicable local and State regulations and guidance documents (Chapter 62-770, Florida Administrative Code (FAC), Chapter 62-782, FAC, Chapter 62-785, FAC and Chapter 24, Code of Miami-Dade County). Copies of applicable regulations and guidance documents may be obtained via the internet either from the Florida Department of Environmental Protection's (FDEP) website (http://www.dep.state.fl.us/) or DERM's website (http://www.miamidade.gov/derm/home.asp). Two copies of deliverables shall be submitted to the DIRECTOR. In addition, editable electronic versions of deliverables shall be submitted in their original format (e.g., Word, Excel, AutoCad, etc.).

Deliverables shall be signed and sealed, as applicable, based on scope, by the Florida Registered Professional Geologist or Engineer responsible for oversight of the activities necessary for and information included in the deliverables. The professional certification shall include a statement that applicable portions of the deliverable and associated work comply with standard professional practices, the applicable regulations and guidance

documents and any other applicable laws and rules governing the profession. For deliverables pertaining to gas abatement systems, the professional engineer certification shall acknowledge experience in the design, construction, operation, and maintenance of these types of systems and it shall state that the design is protective and will mitigate all hazards associated with the gas buildup.

Deliverables as applicable shall include, but not be limited to, scaled site maps with graphical representation of the scale such as a vicinity map, site map, water table elevation and groundwater flow direction map(s) and separate maps by depth interval for soil and groundwater samples collected and analyzed, depicting the degree and extent of the contamination. Deliverables shall include sufficient tables necessary to adequately summarize all available data, including well construction details and separate tables by medium (soil, groundwater, surface water, sediment) that list all contaminants detected, their corresponding Cleanup Target Levels, Method Detection Limits, Practical Quantitation Limits, analyses performed and that summarize all available historical and current analytical results. Any sample results submitted or field activities for sampling that do not comply with Chapter 62-160, FAC, Quality Assurance Rule and FDEP's Standard Operating Procedures for Field Activities (DEP-SOP-001/01) dated February 1, 2004, as amended from time to time, shall be clearly identified and justification for variance from these procedures provided. Deliverables pertaining to the design of contamination remediation systems shall incorporate a cost effective analysis of alternatives to explain the selected remedial approach. These deliverables shall include supporting design calculations and technical and manufacturer specifications for the components of the treatment system. When applicable, design calculations, shall be supported by design or performance data, as provided by manufacturers and product suppliers.

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

2.10 Within five (5) working days of receipt of any written notification from the DIRECTOR regarding the CONSULTANT's non-performance, the CONSULTANT shall provide a written response that clearly explains the issue(s) of concern and includes proposed actions to immediately remedy the situation and a plan to prevent any recurrence of a similar issue. The DIRECTOR may reassign the Work to another CONSULTANT if the proposed action is deemed, at the discretion of the DIRECTOR, to be insufficient or may further recommend termination pursuant to Article Twelve of this Agreement.

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

A. Maintain at all times an adequate staff of qualified personnel, assigned to perform the Work to ensure the timely submittal of cost proposals and completion of the work as specified in the applicable work order(s), for the duration of the contract.
B. Determine the most appropriate and cost effective course of action, in conjunction with the DIRECTOR, in addressing the particular objective.
C. Include any additional conditions which may be required by the DIRECTOR in the applicable cost proposals.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE THREE
Compensation

3.1 The maximum amount payable to the CONSULTANT for the aggregate of all fees and costs during the Agreement's effective term shall not exceed $2,750,000 (this amount includes a Contingency Allowance of 10% of the base agreement amount). In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the $2,500,000 maximum compensation limit of the Agreement has

been encumbered, the Director shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or $250,000. It is understood that any unspent portion of the contingency account is to remain with the COUNTY. NO GUARANTEE IS MADE THAT ANY AMOUNT SHALL IN FACT BE AUTHORIZED BY WORK ORDER FOR PAYMENT TO THE CONSULTANT.

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

A. The CONSULTANT shall be compensated for services rendered herein based on the hourly rates provided in the February 15, 2008 Florida Department of Environmental Protection *Petroleum Cleanup Preapproval Program* (PREAPPROVAL) *Labor Rate Summary* and *Labor Categories*, as amended, for the Management, Professional and Technical Occupational Groups only. The FDEP Labor Rate Summary and Labor Categories is herein referred to as Attachment A. For the Professional and Technical Occupational Groups, the CONSULTANT shall be compensated for the time of personnel engaged directly in the Work, at the rate provided in Attachment A, times a multiplier of 2.85. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the Work such as overhead, fringe benefits, general and administrative costs (clerical and accounting costs), operating margin and all other costs not covered by reimbursable expenses.

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

C. The CONSULTANT shall be compensated at the flat rate of $110.00 per hour for the time of the Principals engaged directly in the Work and shall not exceed 5% of the total Management and Professional labor hours, as defined in Attachment A, to perform the Work, except at the direction of the DIRECTOR. This flat rate shall not be subject to the negotiated multiplier and shall be applied to the authorized time spent by the following Principal(s) on a per task basis as warranted:

1. Michael Nardone, V.P.
2. Daniel Levy, V.P.
3. Pedro Zuloaga, V.P.

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

E. When appropriate, as determined by the DIRECTOR, the CONSULTANT may be compensated for services rendered herein based on the October 14, 2008 PREAPPROVAL *Work Order Template* rates for field and office activities, except as outlined in Article 3.3B, E and F of this Agreement. The applicable portion of the FDEP *Work Order Template* is herein referred to as Attachment B.

F. The CONSULTANT shall be compensated for services constituting construction based on the hourly rates specified for applicable construction trades by the Miami-Dade County Ordinance No. 90-143 Wage and Benefit Schedule, in effect when this Agreement is executed, for construction projects estimated at greater than $100,000.

3.2.10

The CONSULTANT shall be compensated for services constituting construction, based on the hourly rates of the PREAPPROVAL Labor Occupational Group provided in Attachment A, for construction Work estimated at less than $100,000 for the time of personnel engaged directly in the Work, times a multiplier not to exceed 2.85.

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

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

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

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

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

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

C. The CONSULTANT may be compensated for time in connection with the

MAP 3.2.10

preparation of a cost proposal and the review of all pertinent files and information, at the PREAPPROVAL compensation rate provided in Attachment B, as appropriate.

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

E. Living and traveling expenses of employees and principals on authorized business, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business". For purposes of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Costs associated with authorized and necessary vehicular travel within Miami-Dade, Broward and Palm Beach Counties, not covered under Attachment C, will be reimbursed at a rate of $25 per day. No mark-up shall be allowed for vehicular expenses.

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

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

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

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

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

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

A. Each invoice must reference the particular work order which authorized the services rendered, must contain a paragraph attesting to the veracity and correctness of the

MW 3-2-10

amount due and must be signed by the CONSULTANT's project manager.

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

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

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

Department of Environmental Resources Management
Pollution Control Division
701 NW 1 Court, 4th Floor
Miami, Florida 33136
Attn: Julie Balogh

ARTICLE FOUR
Effective Term of the AGREEMENT

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

4.2 This Agreement may be extended upon the same terms and conditions by mutual written consent of the parties for two (2) additional periods of one (1) year each with no additional increase in the maximum compensation limit. The County Mayor or County Mayor's designee has the authority to extend the contract duration. In addition, a contingency period of 110 days, or 10% of the original 3 year term, may be utilized to extend the period of this Agreement. The maximum amount payable to the SERVICE PROVIDER for the aggregate of all services authorized shall not exceed $2,750,000.

ARTICLE FIVE
Indemnification

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

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

ARTICLE SIX
Insurance

6.1 The CONSULTANT shall not commence any Work pursuant to this Agreement until all insurance required under this Article has been obtained and such insurance has been approved by the COUNTY's Risk Management Division. The CONSULTANT shall maintain during the term of this Agreement and furnish to the COUNTY their certificates of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. General Liability Insurance, on a comprehensive basis, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named as an additional insured with respect to this coverage.

C. Pollution Liability Insurance in an amount not less than $500,000 combined single limit per occurrence.

D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than $500,000 per occurrence combined single limit for bodily injury and property damage. Under no circumstances is the CONSULTANT permitted on Miami-Dade County airport property, Airside Operation Area, without increasing automobile coverage to $5,000,000.

E. Professional Liability Insurance in the amount of $1,000,000 providing for all sums which the CONSULTANT shall become legally obligated to pay as damages for claims arising out of the services performed by the CONSULTANT or any person employed by the CONSULTANT in connection with this Agreement.

6.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. The Company 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 COUNTY's 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.

6.3 The CONSULTANT shall furnish certificates of insurance to the Miami-Dade County Department of Environmental Resources Management, 701 NW 1st Court, 4th Floor, Miami, Florida 33136-3912, prior to the commencement of operations, which certificates

shall clearly indicate that the CONSULTANT has obtained insurance in strict compliance with this Article and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

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

ARTICLE SEVEN
Performance and Payment Bond

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

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

ARTICLE EIGHT
Professional Independence of the CONSULTANT

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

ARTICLE NINE
Assignment

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

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

ARTICLE TEN
Retainage

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

ARTICLE ELEVEN
Liquidated Damages

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

ARTICLE TWELVE
Cancellation or Termination

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

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

ARTICLE THIRTEEN
Ordinances, Resolutions and Other Requirements

13.1 The CONSULTANT agrees to comply with the Miami-Dade County Code and all applicable County and State Ordinances, Resolutions and/or Regulations, including but not necessarily limited to the following items. The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. Copies of the Ordinances and Resolutions may be picked up at the Office of the Miami-Dade County Clerk of the Board.

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

13.2 The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing, within thirty (30) days of the execution of this Agreement, one of the following with the Miami-Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:
A. A source of income statement OR
B. A current certified financial statement OR
C. A copy of the CONSULTANT's current Federal Income Tax Return.

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

ARTICLE FOURTEEN
Affirmative Action and Contract Measures

14.1 The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Office of Capital Improvements and any approved update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. The DIRECTOR may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

14.2 In accordance with the Miami-Dade County OCI Project No. E09-DERM-01 PTP Notice

to Professional Consultants, the Consultant must comply with the sixteen percent (16%) Miami-Dade County Community Business Enterprise (CBE) measure established for this Agreement. Participating CBE firms satisfying the established measures must maintain a valid CBE certification throughout the duration of the contract. Additionally, the Consultant must comply with the fifteen percent (15%) Miami-Dade County Disadvantaged Business Enterprise (DBE) measure established for this Agreement. Participating DBE firms satisfying the established measures must maintain a valid DBE certification throughout the duration of the contract.

14.3 Pursuant to Miami-Dade County Ordinance 3-32, the CONSULTANT is required to submit Monthly Utilization Reports (MUR) to the DIRECTOR, on or before the tenth (10^{th}) working day following the end of the month, specifying the amount of contract monies received from the COUNTY under this and all other County projects that have been paid by the CONSULTANT directly to all subcontractors, including certified Community Business Enterprise (CBE) firms, as defined in the County Code, that perform part of the Work. Authorized representatives of each subcontractor, including each certified CBE firm, shall sign the MUR(s) verifying the participation of the subcontracted firm on the Agreement and receipt of the monies listed. MURs are to be submitted to the DIRECTOR, c/o Julie Balogh, Section Manager, Airports & Contracts Section, Pollution Control Division, 701 NW 1 Court, 4^{th} Floor, Miami, Florida 33136-3912, in the format attached hereto as Attachment F, titled "Architect & Engineering Utilization Report". Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the COUNTY. The DIRECTOR is responsible for forwarding the MUR(s) to the Compliance Monitor (Small Business Development) for review in accordance with the above timeframes.

14.4 When applicable, and pursuant to Miami-Dade County Ordinance 97-52, as amended, the CONSULTANT is required to comply with all provisions of the Community Small Business Enterprise (CSBE) Program. Questions regarding the CSBE Program may be directed to the Department of Small Business Development at (305) 375-3111.

ARTICLE FIFTEEN
Paragraph Headings

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

ARTICLE SIXTEEN
Audit Rights

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

ARTICLE SEVENTEEN
Right of Decisions and Dispute Resolution

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

each unit or section of Work.

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

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

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

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

17.6 As soon as practicable, the judge shall adopt a schedule for the CONSULTANT and the COUNTY to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the judge shall afford each party an opportunity to present a maximum of one hour of argument. The judge may decide the Dispute on the basis of the affidavits and other written submissions if in his or her discretion there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Agreement and applicable law. As part of such decision, the judge shall determine the timeliness and sufficiency of each claim at issue. The judge shall have the authority to rule on questions of law, including Disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact.

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

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

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

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

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

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

ARTICLE EIGHTEEN
Ownership of Documents and Information

18.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement.

ARTICLE NINETEEN
Agreement Open to Public

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

ARTICLE TWENTY
Subcontracting

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

ARTICLE TWENTY-ONE
Warranty

21.1 The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or its COUNTY-approved subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or its COUNTY approved subconsultants, to accomplish the Work contemplated under the terms of this Agreement. For breach or violation of this warranty, the County Manager shall have the right to cancel this Agreement without liability.

ARTICLE TWENTY-TWO
Notices

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

Mr. Michael Nardone, V.P.
URS Corporation Southern
7650 Corporate Center Drive, Suite 401
Miami, FL 33126

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

23.1 The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any negligent, reckless or intentionally wrongful actions, errors or omissions of the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT's actions. In

reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Sub consultants, the registered professionals (architects and/or engineers) under this Agreement.

23.2 According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (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 Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

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

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

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

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

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

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

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

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

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

Upon (10) ten days written notice to CONSULTANT from an IPSIG, the CONSULTANT shall make all requested records and documents available to the IPSIG for inspection

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

ARTICLE TWENTY-FOUR
Sustainable Building Program

24.1 The Primary mechanism for determining compliance with the program shall be the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
C. Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

ARTICLE TWENTY-FIVE
Prompt Payment

25.1 It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

ARTICLE TWENTY-SIX
Performance Evaluations

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

ARTICLE TWENTY-SEVEN
Sanctions For Contractual Violations

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

ARTICLE TWENTY-EIGHT
People's Transportation Plan

28.1 The work conducted under this Agreement may be funded in whole or in part with the one-half percent (1/2%) surtax proceeds generated for the People's Transportation Plan. No award of such funded work shall be effective and no contractual relationship shall arise with the County unless and until approved by the Board of County Commissioners (BCC) and the Citizens' Independent Transportation Trust (CITT) or in response to the CITT's disapproval, the BCC re-affirms its award by two-thirds (2/3) vote of the Commission's membership.

ARTICLE TWENTY-NINE
Entirety of Agreement

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

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

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

IN WITNESS WHEREOF, the parties have executed these presents this _____ day of _____, 200_.

ATTEST:

HARVEY RUVIN

By: _____
Deputy Clerk

ATTEST:

By: (Signature) _____

(Name) _____

(Title) _____

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
County Mayor

By: (Signature) _____

(Name) Michael Nardone

(Title) Vice President

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

ATTACHMENT

A

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

Labor Rate Summary

Short table of bare labor rates for the Petroleum Cleanup Preapproval Program.

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

35

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

[2] The "Pre-March 2000 Rate" column lists the original allowed labor rates under preapproval. These rates must be used for adjustments to any Work Orders issued prior to March 1, 2000. For more information see the full labor rates table.

[3] The "March 2000 Rate" column lists the labor rates for all preapproval Work Orders issued on or after March 1, 2000. This rate was derived from the original rates by application of the U.S. Department of Labor's Employment Cost Index. See the full rate table for more information.

Labor Rate Summary

[4] The "November 2002 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2002 SOP. This rate was derived by increasing the "March 2000 Rate" by 2.5%.

[5] The "March 2004 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2004 SOP updates. This rate was derived by increasing the "November 2002 Rate" by 5%.

[6] The "December 2005 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2005 SOP updates. This rate was derived by increasing the "March 2004 Rate" by 4.98% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

[7] The "February 2007 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2005 SOP updates. This rate was derived by increasing the "December 2005 Rate" by 3.98% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

[8] The "February 2008 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2005 SOP updates. This rate was derived by increasing the "February 2007 Rate" by 2.91% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

Labor Categories

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

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

Labor Categories

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

Labor Categories

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

Labor Categories

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

Labor Categories

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

41

Labor Categories

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

Labor Categories

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

Labor Categories

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

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

ATTACHMENT

B

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

Petroleum Cleanup Preapproval Program Work Order Template

First Event

Work Order #:	0	FDEP/LP Site Mgr:	0	Cost Share Information	
Facility Id #:	0	Site Name:	0	FDEP Share:	100.00%
Contractor #:	00000	Contractor Name:	0	Applicant/Owner Share:	0.00%
Date:	09/23/09	FDEP Contract #:	0	Total:	100.00%

Work Description:

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section A: Packaged Work Scopes							
1 Pumping Test **or** Multi-phase Pilot Test (using in-house personnel)		$3,048.90		$0.00		$0.00	$0.00
2 Vapor Extraction **or** Air Sparging Pilot Test (using in-house personnel)		$2,055.39		$0.00		$0.00	$0.00
3 Air Sparging **&** Vapor Extraction Pilot Test (using in-house personnel)		$3,197.27		$0.00		$0.00	$0.00
4 Monthly O&M Visit		$851.42		$0.00		$0.00	$0.00
5 RAI Monthly O&M Allowance - Small System		$2,776.92		$0.00		$0.00	$0.00
6 RAI Monthly O&M Allowance - Medium System		$3,254.33		$0.00		$0.00	$0.00
7 RAI Monthly O&M Allowance - Large System		$3,831.74		$0.00		$0.00	$0.00
8 RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$476.03		$0.00		$0.00	$0.00
		Section A Subtotals:		$0.00		$0.00	$0.00
Section B: Office Activities, Part I							
1 Proposal Preparation		$536.08		$0.00		$0.00	$0.00
2 File Review		$583.13		$0.00		$0.00	$0.00
3 Permits		$730.45		$0.00		$0.00	$0.00
4 Site Health & Safety Plan		$341.70		$0.00		$0.00	$0.00
5 Notice of Discovery of Contamination Package (Initial or TPOC)		$270.59		$0.00		$0.00	$0.00
		Section B Subtotals:		$0.00		$0.00	$0.00
Section C: Field Activities							
1 Mobilization **(2 persons)**		$810.76		$0.00		$0.00	$0.00
2 Mobilization **(1 person)**		$453.05		$0.00		$0.00	$0.00
3 Drilling Setup (w/utility clearance)		$565.93		$0.00		$0.00	$0.00
4 SB for Soil Screening **or** Piezometer Install (≤ 10 ft)		$236.65		$0.00		$0.00	$0.00
5 SB for Soil Screening **or** Piezometer Install (> 10 ft to ≤ 30 ft)		$354.98		$0.00		$0.00	$0.00
6 SB for Soil Screening **or** Piezometer Install (> 30 ft)		$473.31		$0.00		$0.00	$0.00
7 Well Install (≤ 20 ft)		$484.26		$0.00		$0.00	$0.00
8 Well Install (> 20 ft to ≤ 40 ft)		$726.39		$0.00		$0.00	$0.00
9 Well Install (> 40 ft)				$0.00		$0.00	$0.00
10 Well Install, double cased (≤ 40 ft)		$1,452.78		$0.00		$0.00	$0.00
11 Well Install, multiple cased (> 40 ft)				$0.00		$0.00	$0.00
12 Recovery Well Install (≤ 40 ft)		$968.52		$0.00		$0.00	$0.00
13 Recovery Well Install (> 40 ft)				$0.00		$0.00	$0.00
14 Air Sparging Well Install (≤ 40 ft)		$363.20		$0.00		$0.00	$0.00
15 Soil VE Well Install (≤ 40 ft)		$236.65		$0.00		$0.00	$0.00
16 AS and/or Soil VE Well Install (> 40 ft)				$0.00		$0.00	$0.00
17 Well **or** Piezometer Abandonment		$85.65		$0.00		$0.00	$0.00
18 Recovery or Multi-phase Well Abandonment		$243.18		$0.00		$0.00	$0.00
19 Well Sampling with Water Level		$241.75		$0.00		$0.00	$0.00
20 Water Level **or** Free Product Gauging		$24.58		$0.00		$0.00	$0.00
21 Free Product Gauging & Bailing (per well)		$116.13		$0.00		$0.00	$0.00
22 Area Survey		$968.52		$0.00		$0.00	$0.00
23 Whole Day Oversight [total days (to nearest 1/10th) x number of people]		$894.28		$0.00		$0.00	$0.00
24 Kit Allowance (total days to nearest 1/10th) (no per diem included)		$342.06		$0.00		$0.00	$0.00
25 Per Diem (total days x number of people)		$117.96		$0.00		$0.00	$0.00
		Section C Subtotals:		$0.00		$0.00	$0.00
Section D: Other Field Work							
1 Other Field Work				$0.00		$0.00	$0.00
2 Other Field Work				$0.00		$0.00	$0.00
		Section D Subtotals:		$0.00		$0.00	$0.00
Section E: Other Equip. Rental Cost(s)							
1 Other Equipment				$0.00		$0.00	$0.00
2 Other Equipment				$0.00		$0.00	$0.00
		Section E Subtotals:		$0.00		$0.00	$0.00

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

Petroleum Cleanup Preapproval Program Work Order Template

First Event

Work Order #: 0 Facility Id #: 000000000 Site Name: 0 Date: 09/23/09

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)							
1 Laboratory				$0.00		$0.00	$0.00
2 Drilling				$0.00		$0.00	$0.00
3 Direct Push				$0.00		$0.00	$0.00
4 Construction				$0.00		$0.00	$0.00
5 Other				$0.00		$0.00	$0.00
		Section F Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section G: Subcontractor Cost(s)	Sub Markup = 10.00%	Unit Cost	# Units		Do not include markup		
1 Laboratory (from worksheet)		$0.00		$0.00		$0.00	$0.00
2 Laboratory				$0.00		$0.00	$0.00
3 Mobile Lab				$0.00		$0.00	$0.00
4 Drilling				$0.00		$0.00	$0.00
5 Direct Push				$0.00		$0.00	$0.00
6 Construction				$0.00		$0.00	$0.00
7 Non-Capital Equip. and/or Materials				$0.00		$0.00	$0.00
8 Remedial Equip./System Lease				$0.00		$0.00	$0.00
9 Disposal				$0.00		$0.00	$0.00
10 Other				$0.00		$0.00	$0.00
		Section G Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section G1: Remedial System Purchase					Do not include markup		
1 Remedial System Costs				$0.00		$0.00	$0.00
2 PAC Remedial System Costs				$0.00		$0.00	$0.00
		Remedial System Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section H: Office Activities, Part II							
1 General / SA Report	Field Work x Multiplier				Field Work = $0.00		
Field Work Costs (Secs C & D) =	$0.00 25%	$0.00		$0.00		$0.00	$0.00
2 Letter / NPDES Report		$282.27		$0.00		$0.00	$0.00
3 O&M Quarterly Report		$1,645.53		$0.00		$0.00	$0.00
4 O&M Annual Report		$3,036.45		$0.00		$0.00	$0.00
5 Pilot Test Plan		$730.17		$0.00		$0.00	$0.00
6 Pilot Test Report		$1,275.27		$0.00		$0.00	$0.00
7 Level 1 LSRAP or RAP Modification		$1,401.02		$0.00		$0.00	$0.00
8 Level 2 LSRAP or RAP Modification		$2,742.89		$0.00		$0.00	$0.00
9 Level 3 LSRAP or RAP Modification		$4,866.33		$0.00		$0.00	$0.00
10 Level 4 LSRAP or RAP Modification		$8,038.42		$0.00		$0.00	$0.00
11 Level 1 Remedial Action Plan		$12,072.42		$0.00		$0.00	$0.00
12 Level 2 Remedial Action Plan		$16,076.85		$0.00		$0.00	$0.00
13 As-built Drawings (P.E. red lined)		$617.81		$0.00		$0.00	$0.00
14 Construction Drawings and Specs		$3,398.01		$0.00		$0.00	$0.00
15 RAC Bid Package Solicitation/Evaluation		$1,916.72		$0.00		$0.00	$0.00
16 RA Startup Report		$2,386.61		$0.00		$0.00	$0.00
17 Soil Source Removal Report		$1,768.80		$0.00		$0.00	$0.00
18 Natural Attenuation Plan		$1,079.88		$0.00		$0.00	$0.00
19 Remedial Action Interim Report		$530.10		$0.00		$0.00	$0.00
20 General Remedial Action Report		$1,079.88		$0.00		$0.00	$0.00
21 NA or Post RA Monitoring Quarterly Report		$530.10		$0.00		$0.00	$0.00
22 NA or Post RA Monitoring Annual Report		$1,324.39		$0.00		$0.00	$0.00
23 Well Abandonment Report		$244.51		$0.00		$0.00	$0.00
24 Initial Map & Table Generation		$1,863.05		$0.00		$0.00	$0.00
25 Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
		Section H Subtotals:		**$0.00**		**$0.00**	**$0.00**

Deliverables

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

This Event Template Totals

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

Cumulative Work Order Totals (less Retainage)

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

This Event Template Invoice Totals (less Retainage)

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

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

ATTACHMENT

C

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

Equipment Rental Rate Schedule

The listed February 08 amount is the maximum allowable daily compensation. The maximum allowable weekly compensation is 4 times the daily amount. The maximum allowable monthly compensation is 3 times the weekly amount.

Item No.	Equipment	February 08 RATE
1.	Concrete Saw	44.93
2	Conductivity meter, pH meter and thermometer (set)	22.75
3.	Core Drill with 6" bit	114.58
4.	Data logger with transducers	150.98
5.	Dissolved oxygen meter	34.26
6.	Double ring infiltrometer	67.41
7.	Explosimeter	25.27
8.	FID (OVA)	120.75
9.	Gas Chromatograph (portable)	393.17
10.	Generator 5 kw	78.63
11.	Ground Penetrating Radar	898.68
12.	Hand Auger	10.12
13.	High pressure steam cleaner w/generator	140.42
14.	Metal Detector	23.13
15.	Oil/Water Interface Probe	38.48
16.	PID (HNu)	56.17
17.	PID (TIP)	51.82
18.	Portable drill rig	112.34
19.	Pumps (includes hoses up to 20' intake/50' discharge*):	
	a. Bladder combination	51.06
	b. *Centrifugal	25.84
	c. *Centrifugal, gas powered (1 1/2-inch)	31.35
	d. Hand	30.05
	e. Peristaltic	31.35
	f. *Submersible (2 inch)	64.59
	g. *Submersible (4 inch)	39.88
	h. *Trash (3-inch & 4-inch)	35.78
20.	Safety Equipment Level C: Polycoated Tyvek, cart. (GMC-H), Hayco booties, surgical gloves, nitral gloves, duct tape and full face respirator	$105.04
21.	Safety Equipment Level D: Tyvek, Hayco booties, outer gloves and surgical gloves	$39.31
22.	Safety Equipment, Modified Level D	12.92
23.	Soil Sampling devices	33.69
24.	Survey Equipment (set)	41.57
25.	Teflon Bailer	6.74
26.	Turbidity Meter	33.69
27.	Water Level Indicator	11.79

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

Template Equipment Kit Rate Schedule

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

KIT	TOTAL	CONTENTS	USAGE	RATE
1. Soil Assessment Kit	**577.98**			
		FID		120.75
		Soil Sampling Devices		33.69
		Hand auger		10.12
		Modified level D for 2 people		25.84
		Vehicle (w/fuel)		84.25
		Expendables		67.41
		~~Per diem (for 2 people)~~		~~235.92~~
2. Monitoring Well Installation Kit	**632.75**			
		Survey equipment set		41.57
		Water level indicator		11.79
		FID		120.75
		Oil-water probe		38.48
		Teflon bailer		6.74
		Modified level D for 2 people		25.84
		Vehicle (w/fuel)		84.25
		Expendables		67.41
		~~Per diem (for 2 people)~~		~~235.92~~
3. Hydrogeologic/Pumping Test Kit	**668.86**			
		Water level indicator		11.79
		Modified level D for 2 people		25.84
		Vehicle (w/fuel)		84.25
		Expendables		67.41
		Pump		33.69
		Generator	75%	58.98
		Data logger with transducers		150.98
		~~Per diem (for 2 people)~~		~~235.92~~
4. Groundwater Sampling Kit	**628.94**			
		Water level indicator		11.79
		Oil-water probe	50%	19.24
		Vehicle (w/fuel)		84.25
		Modified level D for 2 people		25.84
		Expendables		67.41
		Pump		33.69
		Generator	25%	19.66
		Conductivity meter, pH meter and thermometer (set)		22.75
		Dissolved Oxygen Meter		34.26
		Turbidity Meter		33.69
		Teflon bailers (6)/Tubing		40.44
		~~Per diem (for 2 people)~~		~~235.92~~

50

Template Equipment Kit Rate Schedule

	KIT	TOTAL	CONTENTS	USAGE	RATE
5.	**RA Construction Kit**	**443.61**			
			FID	25%	30.19
			Vehicle (w/fuel)		84.25
			Modified level D for 2 people		25.84
			Expendables		67.41
			~~Per diem (for 2 people)~~		~~235.92~~
6.	**In-House RA Construction Kit** (for RAC & oversight – includes two vehicles, excludes per diem)	**458.38**			
			Mobile Shop Truck[1] or Truck & Mobile Shop Trailer [1] (w/fuel)		224.85
			Second Vehicle (w/fuel)		84.25
			FID	25%	30.19
			Modified level D for 4 people		51.68
			Expendables		67.41
7.	**Operation and Maintenance Kit**	**495.21**			
			FID	50%	60.38
			Water level indicator		11.79
			Oil-water probe	25%	9.62
			Modified level D for 2 people		25.84
			Vehicle (w/fuel)		84.25
			Expendables		67.41
			~~Per diem (for 2 people)~~		~~235.92~~
8.	**Free Product Recovery Kit**	**344.62**			
			Bailer (x2)		13.48
			Hand auger		10.12
			Modified level D for 1 person		12.92
			Vehicle (w/fuel)		84.25
			Oil-water probe		38.48
			Expendables		67.41
			~~Per diem (for 1 person)~~		~~117.96~~
9.	**Piezometer Installation Kit or Recovery Well Installation Kit**	**594.56**			
			Water level indicator		11.79
			FID		120.75
			Hand auger		10.12
			Oil-water probe		38.48
			Modified level D for 2 people		25.84
			Vehicle (w/fuel)		84.25
			Expendables		67.41
			~~Per diem (for 2 people)~~		~~235.92~~

Template Equipment Kit Rate Schedule

Expendables

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

The list of frequently used expendables includes the following:

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

[1] MOBILE SHOP/TRAILER

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

Small Tools

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

Large Tools

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

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

ATTACHMENT

D

STANDARD BOND REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

ATTACHMENT

E

Miami-Dade County

Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No. : E09-DERM-01, PTP **Federal Employer Identification Number (FEIN):** 59-2087895

Contract Title: Environmental Cleanup, Compliance, and Related Services for MDT and other County Facilities

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

Michael J Nardone, PG — Printed Name of Affiant

Vice President — Printed Title of Affiant

Signature of Affiant

URS Corporation Southern — Name of Firm

9/3/2009 — Date

7650 Corporate Center Drive, Suite 401 — Address of Firm

Florida — State

33126 — Zip Code

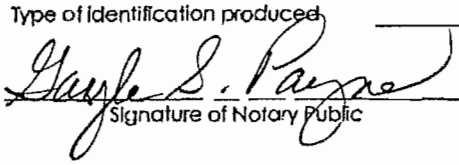
Notary Public Information

Notary Public – State of Florida County of Miami-Dade

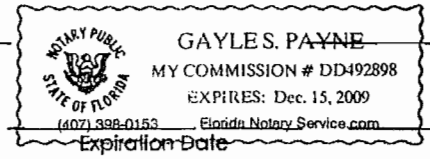
Subscribed and sworn to (or affirmed) before me this 3rd day of, September 20 09 .

by Gayle Payne He or she is personally known to me [X] or has produced identification [ ]

Type of identification produced



Signature of Notary Public



Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

ATTACHMENT

F

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

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

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

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

This report is required by Metropolitan Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A					
REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM:		PROJECT LOCATION		NTP DATE	
TO:		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER		PHONE	FACSIMILE
AMOUNT REQUISITIONED THIS PERIOD		AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD		AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	
PRIME CONTRACTOR		CONTRACT AWARD DATE	AGREEMENT AMOUNT	CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
NAME OF FIRM					
ADDRESS		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE	FACSIMILE	PROJECT MANAGER (PRIME CONTR.)			

B SUBCONSULTANTS

NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	ACTUAL STARTING DATE	SCHEDULED COMPLETION DATE

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

59

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

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

SUBCONSULTANTS

NAME OF SUBCONSULTANT AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

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

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____ Sworn before me: This _____ day of _____, 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department and forwarded with Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJECT MANAGER _____ PRINT NAME _____ DATE _____

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

PROJECT NO.

E09-DERM-01 PTP

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT (MDT) AND OTHER COUNTY FACILITIES FUNDED WITH FEDERAL AND/OR TRANSIT SURTAX FUNDS

ATTACHMENT

G

ATTACHMENT "G"

FEDERAL REQUIREMENTS AND PROVISIONS

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation. By reason of such participation, the Bidder (the terms "Bidder", "Proposer" and "Contractor" are used interchangeably) is required to agree to the following provisions:

No Government Obligation to Third Parties

The Purchaser (MDC) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Incorporation of Federal Transit Administration (FTA) Terms

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest version of FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests, which would cause MDC to be in violation of the FTA terms and conditions.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser (MDC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Interest of Members of, or Delegates to, Congress:

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom (41 U.S.C. 22).

Conflict of Interest:

No employee, officer, or agent of MDC shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The employee, officer or agent;
b. Any member of his immediate family, also including brothers and sisters;
c. His or her partner; or
d. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent

required by the regulation. The Contractor also agrees to ensure that all work performed under this contract also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Recycled Products/Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Audit and Inspection of Records:

The Contractor agrees that MDC, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after MDC make final payments and all other pending matters are closed.

Cargo Preference:

The Contractor agrees:

A. To utilize privately owned United States-flag commercial, vessels to ship at least 50 percent of the gross tonnage (computes separately for dry bulk carriers, dry cargo loners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and resalable rates for United States flag commercial vessels.

B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in Paragraph 1 above to the Recipient (through the prime Consultant in the case of subConsultant bill of lading) to the Division of National Cargo, office of Market Development, Maritime Administration, 400 Seventh Street S.W., Washington D.C. 20590, marked with appropriate identification of the Project.

C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

Energy Conservation:

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et. seq.).

Clean Air Act, Federal Water Pollution Control Act, Buy America Act and Americans with Disabilities Act (ADA) Requirements:

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, part 15) which prohibit the use under nonexempt federal contracts, grants or loans, of facilities included on the EPA list for violating facilities. The Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329). The Contractor hereby certifies that he will comply with the requirements of section 165 (a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661. Each Contractor shall complete the "Buy America" certificate attached. The Contractor further certifies that he will comply with the requirements of the Americans with Disabilities Act.

Fly America Act Requirements:

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Health Insurance Portability and Accountability Act Requirements:

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;

4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.
PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The bidder/proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

The Contractor further agrees to comply with the following Federal requirements:

Federal Requirements

(1) Fly America Requirements

(2) Buy America Requirements

(3) Cargo Preference Requirements

(4) Seismic Safety Requirements

(5) Energy Conservation Requirements

(6) Clean Water Requirements

(7) Pre-Award and Post Delivery Audit Requirements

(8) Lobbying

(9) Access to Records and Reports

(10) Federal Changes

(11) Clean Air

(12) Davis-Bacon Act

(13) No Government Obligation to Third Parties

(14) Program Fraud and False or Fraudulent Statements and Related Acts

(15) Termination

(16) Government-wide Debarment and Suspension (Non-procurement)

(17) Privacy Act

(18) Civil Rights Requirements

(19) Breaches and Dispute Resolution

(20) Disadvantaged Business Enterprises (DBE)

(21) State and Local Law Disclaimer

(22) Incorporation of Federal Transit Administration (FTA) Terms

For more information on the aforementioned federal requirements please visit the following website:

http://www.fta.dot.gov/library/admin/BPPM/appA1.html

Submittal of Federal Affidavits

The Bidder shall submit the following federal affidavits with the bid package:

- Buy America Certificate
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Lobbying Certifiction
- Statement for Loan Guarantees and Loan Insurance
- Disclosure of Lobbying Activities

Failure of the bidder to complete and submit the above mentioned forms with the bid package may render the bid non-responsive.

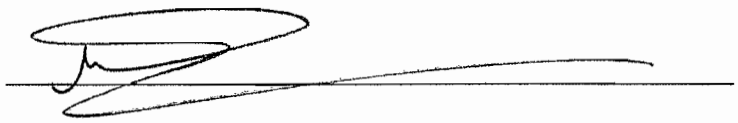
MIAMI-DADE COUNTY

BUY AMERICA
CERTIFICATE OF COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C.5323 (j)(1), Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Firm Name URS Corporation Southern

Date September 3, 2009

Signature 

Printed Name Michael J Nardone, PG

Title Vice President

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Lower Tier Covered Transactions
(Third Party Contracts equal to or over $100,000)

Instructions for Certification

1 By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in Exhibit FED-DB1

2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.

3 The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.

5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.

6 The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.

8 Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C F. R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT FED-DB1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(LOWER TIER COVERED TRANSACTION)

(To be submitted with a Bid or Offer equal to or exceeding the small purchase threshold for Federal assistance programs, currently $100,000).

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, URS Corporation Southern, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY

_____ Signature of
Participant's Authorized Official

Michael Nardone - Vice President Name and Title of
Participant's Authorized Official

9/3/2009 Date

RESTRICTIONS ON LOBBYING

A. Definitions. As used in this clause,

1 "Agency", as defined in 5 U.S.C. 552 (f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101 (1).

2. "Covered Federal action" means any of the following Federal actions.

(a) The awarding on any Federal contract;
(b) The making of any Federal grant;
(c) The making of any Federal loan;
(d) The entering into of any cooperative agreement; and,
(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan of cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United Stated to insure or guarantee a loan.

3 "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self –Determination and Education Assistance Act (25 U.S.C. 450 B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

4. "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

5. "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a state for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

6. "Officer or employee of an agency" includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, U.S Code, including a position under a temporary appointment.

(b) A member of the uniformed services as defined in section 101 (3), title 37, U.S Code;

(c) A special Government employee as defined in section 202, title 18, U.S. Code; and,

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

7. "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law

8. "Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

9. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

10. "Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employees who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

11 "State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

1 Section 1352 of title 31, U.S. code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan , the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. The prohibition does not apply as follows:

(a) Agency and legislative liaison by own employees.

(1) The prohibition on the use of appropriated funds, in paragraph B.1 of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(2) For purposes of paragraph B.2. (a) (1) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(3) For purposes of paragraph B.2. (a) (1) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

A. Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities and,

B. Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(4) For purposes of paragraph B.2. (a) (1) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

A. Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action:

B. Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

C. Capability presentations by persons seeking awards from an agency pursuant to the provisions of the small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(5) Only those activities expressly authorized by paragraph B.2.(a) of this section are allowable under paragraph B.2.(a).

(b) Professional and technical services by own employees.

(1) The prohibition on the use of appropriated funds, in paragraph B.1 of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirement imposed by or pursuant to law as a condition for receiving that Federal contract.

(2) For purposes of paragraph B.2. (b)(1) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by professional (such as a licensed lawyer) or a technical person (such as a license accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communication with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(4) Only those services expressly authorized by paragraph B.2.(b) of this section are allowable under paragraph B.2.(b).

(c) Reporting for Own Employees

No reporting is required with respect to payments of reasonable compensation made to regularly employee officers or employees of a person.

(d) Professional and technical services by other than Own Employees.

(1) The prohibition on the use of appropriated funds, in paragraph B.1 of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, it the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(2) For purposes of paragraph B.2 (d) (1) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as license accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of this or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the

engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(3) Requirements imposed by or pursuant to law as condition for receiving covered Federal award include those required by law or regulation, or reasonably expect to be required by law or regulation; and any other requirements in the actual award documents.

(4) Persons other than officers or employees of a person requesting or receiving a covered Federal action include Contractors and trade association.

(5) Only those services expressly authorized by paragraph B.2.(d) of this section are allowable under paragraph B.2.(d).

C. Disclosure

1 Each person who request or receives from an agency a Federal contract shall file with that agency a certification, set forth in this Exhibit 4, that the person has not made, and will not make, any payment prohibited by paragraph B. of this clause.

2. Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using unappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph B. of this clause if paid for with appropriated funds.

3. Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C.2. of this section. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(c) A change in the officer(s) employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

4. Any person who requests or receives from a person referred to in paragraph C.1. of this section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

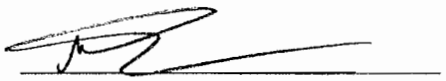
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P. L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(C)(1)-(2) (A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, URS Corporation Southern, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.



Signature of
Contractor's Authorized Official

Michael Nardone - Vice President Name and Title of
Contractor's Authorized Official

9/3/2009 Date

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States in insure or guarantee a loan, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

9/3/2009
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on 9/3/2009
(Date)

by Michael J Nardone . He / She is personally known to me
(Affiant)

or has presented _____ as identification.
(Type of Identification)

Gayle S. Payne
(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public Florida
(State)

Notary Seal

NOTARY PUBLIC STATE OF FLORIDA (407) 398-0153
GAYLE S. PAYNE
MY COMMISSION # DD492898
EXPIRES: Dec. 15, 2009
Florida Notary Service.com

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year ___ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* **Congressional District,** *if known*: 4c	**Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): *URS is not performing any lobbying activities associated with this contract.

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Michael J Nardone, PG

Title: Vice President

Telephone No.: 305-884-8900 Date: 9/3/09

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

MIAMI-DADE COUNTY

MEMORANDUM

DATE: July 15, 2009

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

FROM: Penelope Townsley, Director
Department of Small Business Development

SUBJECT: Compliance Review
Project No. E09-DERM-01 PTP
Professional Services Agreements for Environmental Cleanup, Compliance and Related Services

---

The Department of Small Business Development (SBD) has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 16% CBE sub-consultant goal.

The Professional Services Division of the Miami-Dade Office of Capital Improvements has submitted proposals from ES Consultants, Inc. (#1), PEER Consultants, Inc. (#2), Environmental Resources Management Southeast, Inc. (#3), URS Corporation Southern (#4), EBS Engineering, Inc. (#5), Langan Engineering and Environmental Services, Inc. (#6), WRS Infrastructure & Environment, Inc. (#7), Cherokee Enterprises, Inc. (#8), and Mactec Engineering and Consulting, Inc. (#9) for compliance review.

ES Consultants, Inc. (#1) a certified CBE firm, submitted the required Letter of Agreement listing itself to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation, Operation, & Maintenance, General Civil Engineering, and Engineering Construction Management at 50%. ES Consultants, Inc. is in compliance with the CBE Participation Provisions.

PEER Consultants, Inc. (#2) submitted the required Letters of Agreement listing HP Consultants, Inc. to perform Drilling Subsurface Investigations & Seismographic, General Civil Engineering, and Engineering Construction Management at 6%, K J B and Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Implementation, Operation, & Maintenance, General Civil Engineering, and Engineering Construction Management at 4%, and Nova Consulting, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation, Operation, & Maintenance, General Civil Engineering, and Engineering Construction Management at 15%; however, PEER Consultants failed to sign the required Letters of Agreement. In a correction letter to the Department of Small Business Development, PEER Consultants corrected the identified defects. PEER Consultants, Inc. is in compliance with the CBE Participation Provisions.

Environmental Resources Management Southeast, Inc. (#3) submitted the required Letters of Agreement listing Civil Works, Inc. to perform General Civil Engineering at 5%, CRJ & Associates, Inc. to perform General Civil Engineering and Engineering Construction Management at 5%, Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic also, at 5%, and Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying, General Civil Engineering, and Engineering Construction Management at 5%. Environmental Resources Management Southeast, Inc. is in compliance with the CBE Participation Provisions.

URS Corporation Southern (#4) submitted the required Letters of Agreement listing Westhorp & Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 15% and J. Bonfill and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 1%. URS Corporation Southern is in compliance with the CBE Participation Provisions.

EBS Engineering, Inc. (#5) a certified CBE firm, submitted the required Letter of Agreement listing itself to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, and Engineering Construction Management at 30%. EBS Engineering, Inc. is in compliance with the CBE Participation Provisions.

Langan Engineering and Environmental Services, Inc. (#6) submitted the required Letters of Agreement listing Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 4%, BND Engineers, Inc. to perform, Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation, Operation & Maintenance, General Civil Engineering, and Engineering Construction Management at 12%, and Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic, also at 4%. Langan Engineering and Environmental Services, Inc. is in compliance with the CBE Participation Provisions.

WRS Infrastructure & Environment, Inc. (#7) submitted the required Letters of Agreement listing Delta Surveyors, Inc. to perform Surveying and Mapping-Land Surveying at 4%, HR Engineering Services, Inc. to perform Drilling Subsurface Investigations & Seismographic at 6%, and Kaderabek Company to perform Drilling Subsurface Investigations & Seismographic, also at 6%. WRS Infrastructure & Environment, Inc. is in compliance with the CBE Participation Provisions.

Cherokee Enterprises, Inc. (#8) a CBE firm certified at the time of the proposal date, submitted the required Letter of Agreement listing itself to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation, Operation, & Maintenance, General Civil Engineering, and Engineering Construction Management at 85%, fulfilling the 16% CBE goal with its own forces. While Cherokee Enterprises, Inc. was certified at the time of the proposal submittal, it subsequently has graduated from the CBE-A/E program, effective June 30, 2009. Section 2-10.4.01.3.B.3. of the Code of Miami-Dade County (CBE-A/E program) states the following: "Upon recertification review, any CBE-A/E that exceeds the second tier CBE-A/E size limits established by this section shall be immediately graduated from the CBE-A/E program. These firms shall be allowed to complete any currently awarded agreement". An investigatory hearing was held on July 13, 2009, resulting from a non-compliance notification sent to Cherokee by SBD. Cherokee Enterprise, Inc. confirmed that they were certified at the time of proposal submittal and were subsequently notified by SBD on July 8, 2009 of their graduation from the CBE-A/E program. Cherokee Enterprises, Inc. is in compliance with the CBE Participation Provisions. In accordance with the applicable provisions, Cherokee would be required to comply with the CBE goal requirement as a condition of post-award compliance.

Mactec Engineering and Consulting, Inc. (#9) submitted the required Letter of Agreement listing A.D.A. Engineering, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation, Operation, & Maintenance, General Civil Engineering, and Engineering Construction Management at 20%. Mactec Engineering and Consulting, Inc. is in compliance with the CBE Participation Provisions.

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

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

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

MIAMI-DADE COUNTY

Dept. of Small Business Development

Project Worksheet

Project/Contract Title:	PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES (SIC 871)	**RC Date:**	04/01/2009
Project/Contract No:	E09-DERM-01 **Funding Source:**	**Item No:**	1-01
Department:	DEPARTMENT OF ENVIRONMENTAL RESOI VARIOUS MIAMI-DADE COUNTY DEPT		
Estimated Cost of Project/Bid:	$5,000,000.00	**Resubmittal Date(s):**	

Description of Project/Bid: TO ESTABLISH TWO (2) AGREEMENTS TO RETAIN TWO (2) QUALIFIED CONSULTANTS UNDER NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENTS WITH AN EFFECTIVE TERM OF THREE (3) YEARS AND A MAXIMUM COMPENSATION OF $2,500,000 PER AGREEMENT. THESE TWO (2) AGREEMENTS WILL ALLOW ENVIRONMENTAL INVESTIGATION AND/OR REHABILITATION AND RELATED TASKS AT MIAMI-DADE COUNTY OWNED AND/OR OPERATED SITES IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	16.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.
**The following applies to this PSA (as clarified by the user department):
i. This PSA will be work-order driven.
ii. On a work order with federal dollars, the 15% DBE goal is applicable.
iii. On a work order without federal dollars, the 16% CBE goal is applicable.
iv. There are two (2) agreements at $2,500,000 each, for a total of $5,000,000.
**Any concerns as it relates the co-measures applied (15% DBE & 16% CBE), the County Attorney's Office (in an email dated Feb. 12, 2009) clarified and confirmed for the user department, that this approach was acceptable.
SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$50,000.00	1.00%	15
ENVIRONMENTAL ENG-REMEDIAL ACTION PLAN DESIGN	CBE	$250,000.00	5.00%	8
DRILLING SUBSURFACE INVESTIGATIONS & SEISMOGRAPHIC	CBE	$250,000.00	5.00%	6
GENERAL CIVIL ENGINEERING	CBE	$250,000.00	5.00%	66
	Total	$800,000.00	16.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ Goal 16% Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee — Date 4-1-09

SBD Director — Date 4-1-09

Memorandum

MIAMI-DADE COUNTY

DATE: March 13, 2009

TO: Harpal Kapoor, Director
Miami-Dade Transit

THRU: Cathy Lewis, Chief
Office of Civil Rights and Labor Relations

FROM: Erigene Belony, Manager
Office of Civil Rights and Labor Relations

SUBJECT: 15% DBE Goal Recommendation for DERM Professional Services Agreement for Environmental Cleanup, Compliance and Related Services— Contract No.: E09-DERM-0

The Department of Environmental Resource Management (DERM) is preparing a procurement for professional services agreement to provide environmental services for various county departments, and including Miami-Dade Transit (MDT). A portion of the environmental services required by MDT will be funded in whole or in part with federal assistance on an as-needed basis.

After reviewing the scope of this project, which among other tasks consist of environmental investigation and/or rehabilitation, the repair, removal, replacement, installation of any underground or aboveground storage system, and further consist of construction management for environmentally necessary construction on county owned and operated sites, we have determined that there exist discernible subcontracting opportunities for participation by certified DBE firms. We have indentified three (3) or more certified DBE firms that are by reason of their certification ready, willing and able to provide the services requested on each item in the scope of work. Accordingly and based on the foregoing, this office recommends that a **FIFTEEN (15%) Percent** DBE goal be established for this project.

Should you have any questions, please do not hesitate to contact me at (786) 469 5482

Approval : _____
Harpal Kapoor, MDT Director

Conformed copies to:

Penelope Townsley, SBD Director
Julie Balogh, DERM Manager
File

EB/amb

Memorandum

MIAMI-DADE COUNTY

DATE: August 10, 2009

TO: Mike Ramos
Office of Capital Improvement (OCI)

THRU: Cathy Lewis, Chief
Office of Civil Rights and Labor Relations

FROM: Erigene Belony, Manager
Office of Civil Rights and Labor Relations

SUBJECT: DBE COMPLIANCE REVIEW
Contract No.: E09-DERM-01 PTP
Project Name: Environmental Cleanup Compliance and Related Services

---

Please find below a determination of the selected proposers' secondary compliance with the DBE requirements in connection with the above-referenced project. The proposals were submitted on June 19, 2009 by the nine (9) proposers listed below. The initial compliance review found all proposers, except one (Peer Consultants, P.C.) were responsive. Subsequently, the Competitive Selection Committee recommended URS CORPORATION SOUTHERN, and CHEROKEE ENTERPRISES, INC., for negotiations. See Attachment "A".

I. SECONDARY COMPLIANCE REVIEW :

DBE Requirement: The selected proposers as a condition of responsiveness shall submit to MDC two days prior to negotiation for each proposed DBE, the following documents: (1) Letter of Certification, (2) A completed Schedule for Participation, (3) A Letter of Intent, and (4) A recent Affidavit of Continuing Eligibility.

	STATUS	LETTER OF CERTIFICATION	SCHEDULE FOR PARTICIPATION	LETTER OF INTENT	AFFIDAVIT OF CONTINUING OF ELIGIBILITY/ NO CHANGE
ES CONSULTANTS, INC	NR[1]	--	--	--	--
PEER CONSULTANTS, PC	NR	---	---	---	---
ERM SOUTHEAST, INC.	NR				
URS CORPORATION SOUTHERN	R[2]	yes	yes	yes	yes
EBS ENGINEERING, INC.	NR	--	--	--	--
ELANGAN ENGINERING & ENVIRONMENTAL SERVICES	NR	--	--	--	--
WRS ENVIRONMENTAL & INFRASTRUCTURE, d/b/a WRS COMPASS	NR	--	--	--	--
CHEROKEE ENTREPRISES, INC.	R	yes	yes	yes	yes
MACTEC ENGINEERING & CONSULTING, INC.	NR	--	--	--	--

[1] Not recommended, may not advance to negotiations.
[2] Recommended for authorizations to proceed to Negotiations

Pursuant to the applicable County Code, the Competitive Selection Committee has requested authorization from the County Manager to enter negotiations with the following consulting firms: URS CORPORATION SOUTHERN, and CHEROKEE ENTERPRISES, Inc. Pursuant to the above-captioned DBE Requirement, the selected firms have submitted the requisite documents. We have reviewed the submission, certificates and assurances for compliance with the DBE subpart, and find as follows:

SUMMARY:

A. **URS CORPORATION SOUTHERN:**

URS Corporation Southern (URS) was chosen for negotiations and submitted two (2) DBE Firms to meet the DBE goal, to wit: J BONFILL AND ASSOCIATES, INC.,(BONFILL) and WESTHORP AND ASSOCIATES, INC., (WESTHORP). The DBE firms were each provided a commitment for 1% (BONFILL) and 15% (WESTHORP) for an aggregate percentage of 16%. See Attachment "B". The DBE goal for this project is 15%.

DBE SUBCONSULTANTS:

1. *WESTHORP & ASSOCIATES, INC.:* The Schedule for Participation as provided by URS committed 15 % to WESTHORP in the areas of (1) Environmental Engineering—Contamination Assessment and Monitoring, (2) General Civil Engineering, and (3) Engineering Construction Management. WESTHORP is certified in the category of Engineering Services.

2. *J. BONFILL AND ASSOCIATES, INC.:* The Schedule for Participation as provided by URS committed 1 % to BONFILL in the area(s) of (1) Surveying and Mapping – Land Surveying. BONFILL is certified in the category of Surveying and Mapping – Land Surveying.

RECOMMENDATION:

URS having properly submitted the requisite documents to support its commitment to the DBE goal, and having provided sufficient certification and assurances, and having obtained commitment from DBE firms to meet the contractual DBE goal is deemed compliant and responsive. Accordingly, URS may proceed to negotiation. URS remains under an obligation to provide a copy of each subcontract Agreement with the listed DBE firms for review and approval by this office.

B. CHEROKEE ENTERPRISES, INC:

Cherokee Enterprises, Inc., (CHEROKEE) was chosen for negotiations and has offered to meet the DBE goal with its own forces. See attachment "C". Pursuant to 49 CFR Part 26.55, a certified DBE firm performing a commercially useful function may meet a DBE goal with its own forces. CHEROKEE is a certified DBE Firm. The Schedule for Participation as provided by CHEROKEE committed 69% to CHEROKEE in the areas of:

(1) Environmental Engineering—Contamination Assessment and Monitoring,
(2) Environmental Engineering – Remedial Action Plan Design,
(3) Environmental Engineering – Remedial Action Plan,
(4) General Civil Engineering, and
(5) Engineering Construction Management.

CHEROKEE is certified in the category of Engineering Services.

RECOMMENDATION:

CHEROKEE having properly submitted the requisite documents to support its commitment to the DBE goal, and having provided sufficient certification and assurances, and having obtained commitment from DBE firms to meet the contractual DBE goal is deemed compliant and responsive. Accordingly, CHEROKEE may proceed to negotiation. CHEROKEE remains under an obligation to provide a copy of each subcontract Agreement with any other DBE firms not listed herein, that it may elect to retain for additional services under this; or any resulting agreement in connection with this solicitation for review and approval by this office.

CONCLUSION:

Based on the foregoing, URS and CHEROKEE have both complied with the condition precedent to advancing to negotiation, and accordingly may be deemed responsive and proceed to negotiation.

Cc: Harpal Kapoor, Director
Akbar Sharifi, MDT
Johnny Martinez, OCI
Mike Ramos, OCI
Julie Balogh, DERM
Wilbur Mayorga, MDT
Clerk of the Board

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: Environmental Cleanup, Compliance & Related Services for MDT & other County Facilities

OCI Project No: E09-DERM-01-PTP

Measures: 16% CBE and 15% DBE

Number of Agreements: 2

Project Type: PROJECT SPECIFIC

Submittal Date: 06/19/2009

Meeting Date: 07/27/2009

		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
BALOGH, JULIE							
ES CONSULTANTS INC.	(LP)	40	17	16	5	4	82
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	37	15	13	5	3	73
URS CORPORATION SOUTHERN	(LP)	43	17	16	1	4	81
EBS ENGINEERING, INC.	(LP)	37	15	13	5	3	73
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	40	17	16	3	3	79
WRS INFRASTRUCTURE & ENVIRONMENT, INC.	(LP)	35	14	13	5	1	68
CHEROKEE ENTERPRISES, INC.	(LP)	43	18	16	5	4	86
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	38	16	14	3	3	74
COTARELO, ANTONIO							
ES CONSULTANTS INC.	(LP)	42	15	20	5	3	85
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	43	17	20	4	4	88
URS CORPORATION SOUTHERN	(LP)	46	18	18	1	5	88
EBS ENGINEERING, INC.	(LP)	40	14	15	4	5	78
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	44	16	17	2	5	84
WRS INFRASTRUCTURE & ENVIRONMENT, INC.	(LP)	38	13	16	5	4	76
CHEROKEE ENTERPRISES, INC.	(LP)	47	19	17	5	5	93
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	42	15	16	5	5	83
MAYORGA, WILBUR							
ES CONSULTANTS INC.	(LP)	35	15	12	3	4	69
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	30	12	10	4	4	60
URS CORPORATION SOUTHERN	(LP)	45	18	18	1	4	86
EBS ENGINEERING, INC.	(LP)	24	10	10	4	4	52

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: E09-DERM-01-PTP
Measures: 16% CBE and 15% DBE
Number of Agreements: 2
Project Type: PROJECT SPECIFIC
Submittal Date: 06/19/2009
Meeting Date: 07/27/2009

		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
MAYORGA, WILBUR							
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	32	12	12	2	4	62
WRS INFRASTRUCTURE & ENVIRONMENT, INC.	(LP)	25	9	9	5	3	51
CHEROKEE ENTERPRISES, INC.	(LP)	45	18	20	3	4	90
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	25	10	9	2	3	49
QUINTANA, ILEANA							
ES CONSULTANTS INC.	(LP)	49	20	19	3	5	96
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	44	15	16	2	4	81
URS CORPORATION SOUTHERN	(LP)	48	19	18	1	5	91
EBS ENGINEERING, INC.	(LP)	45	15	16	3	4	83
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	45	16	17	1	4	83
WRS INFRASTRUCTURE & ENVIRONMENT, INC.	(LP)	44	15	16	5	4	84
CHEROKEE ENTERPRISES, INC.	(LP)	48	19	18	4	5	94
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	47	17	18	2	5	89
SHARIFI, AKBAR							
ES CONSULTANTS INC.	(LP)	45	17	15	5	4	86
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	43	16	15	1	4	79
URS CORPORATION SOUTHERN	(LP)	46	17	13	1	4	81
EBS ENGINEERING, INC.	(LP)	38	12	14	1	4	69
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	40	15	15	1	4	75
WRS INFRASTRUCTURE & ENVIRONMENT, INC.	(LP)	38	15	15	3	4	75
CHEROKEE ENTERPRISES, INC.	(LP)	48	18	18	5	4	93
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	42	16	15	2	4	79

TOTALS AND FIRST TIER RANKING

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

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

FINAL RANKING Prime Firm Name		Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
CHEROKEE ENTERPRISES, INC.	(LP)	456	1	1					1	
URS CORPORATION SOUTHERN	(LP)	427	2	2					2	
ES CONSULTANTS INC.	(LP)	418	3	3					3	
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	383	4	4					4	
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	381	5	5					5	
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	374	6	6					6	
EBS ENGINEERING, INC.	(LP)	355	7	7					7	
WRS INFRASTRUCTURE & ENVIRONMENT, INC.	(LP)	354	8	8					8	

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
SBD	Department of Small Business Development
OCI Final Rank	Only applicable if the Final Ranking changes as a result of the SBD Compliance Review.

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 01/21/2005 **To:** 01/21/2010

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* E04-MDT-02,PTP (TR05-EHT-	1	MT	GOAL - DBE DBE 20%	03/03/2005	$17,929,994.00
MIC/EARLINGTON HEIGHTS CONNECTOR PRELIMINARY ENGINEERING (PE) PTP (SIC 87)					
Change Order # 1 SEP-04-07			1460 days		$3,555,083.00
Change Order # 2 OCT-07-08			346 days		$10,924,000.00
					$32,409,077.00
A04-DERM-01	1	DE	NO MEASURE	01/11/2006	$385,000.00
ENVIRONMENTALLY ENDANGERED LANDS PROGRAM MANAGEMENT PLANS (SIC 871)					
					$385,000.00
E04-DERM-01	4	DE	NO MEASURE	01/12/2006	$3,000,000.00
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES					
					$3,000,000.00
E04-SEA-02	1	SP	NO MEASURE	03/07/2006	$2,000,000.00
BOND ENGINEERING SERVICES (SIC 871)					
					$2,000,000.00
* EDP-FN-SR-BP2	1	FN	NO MEASURE	05/10/2006	$250,000.00
BALLPARK PROJECT					
					$250,000.00

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report

From: 01/21/2005 **To:** 01/21/2010

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E05-OCI-02 D NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (THREE (3) AGREEMENTS @ $750,000.00 EACH) (SIC 871)	2	CQ	GOAL CBE 15%	06/16/2006	$825,000.00
					$825,000.00
A05-PARK-03 GOB 44-70154, TRAIL GLADES RANGE, PHASES I AND II (SIC 871)	1	PR	NO MEASURE	11/02/2006	$804,026.00
					$804,026.00
A05-PARK-02 GOB 45-70155 AMELIA EARHART PARK IMPROVEMENTS, PHASE II. (SIC 871)	1	PR	NO MEASURE	12/28/2006	$1,377,616.50
					$1,377,616.50
E05-PARK-01, GOB PARK TRAIL IMPROVEMENTS (SIC 871)	1	PR	GOAL CBE 20%	10/02/2007	$1,444,751.00
					$1,444,751.00
E06-WASD-11 DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S WATER TREATMENT PLANTS (SIC 871)	1	WS	GOAL CBE 35%	10/02/2007	$8,800,000.00
					$8,800,000.00

97

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 01/21/2005 **To:** 01/21/2010

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
B703A5	1	AV	NO MEASURE	05/06/2008	$4,731,800.00
BAGGAGE HANDLING SYSTEM CONSULTANT AGREEMENT WITH URS CORPORATION SOUTHERN (SIC 871)					
					$4,731,800.00
E07-MDAD-01	2	AV	GOAL CBE 15%	07/17/2008	$750,000.00
AVIATION PLANNING CONSULTANT SERVICES (SIC 871)					
					$750,000.00
E08-DERM-01	1	DE	GOAL CBE 11%	03/03/2009	$3,000,000.00
PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES (SIC 871)					
					$3,000,000.00
EDP-DE-SR-001-DERM	1	DE	NO MEASURE	03/12/2009	$5,000.00
PINETREE DRIVE TREE REMOVAL PERMIT					
					$5,000.00
* EDP-SP-SR-2009-025	1	SP	NO MEASURE	07/20/2009	$10,551.00
WHARVES 1 AND 2 STRUCTURAL INSPECTIONS					
					$10,551.00

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report

From: 01/21/2005 **To:** 01/21/2010

FIRM NAME: **URS CORPORATION SOUTHERN**
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT

Total Award Amount	**$45,313,738.50**
Total Change Orders Approved by BCC	**$14,879,083.00**

96

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

From: 01/21/2005 **To:** 01/21/2010

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* IB8969-0/09	1	EM	NO MEASURE	03/19/2009	$31,975.00
MMRS FULL SCALE EXERCISE					
					$31,975.00

Total Award Amount	**$31,975.00**
Total Change Orders Approved by BCC	**$0.00**
	$31,975.00

100

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

Find Contracts With Search String ==>

Projects

Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Thursday, January 21, 2010

All Contracts for FEIN 592087895

URS Corporation Southern

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	PW	PSA	20030207-24	Soils, Foundations and Materials Testing Service	URS Corporation Southern	N/A	$780,000	6/10/2008	100% / Closed
13	PR	PSA	213001-05-003	Amelia Earhart Park, Phase II	URS Corporation Southern	12/26/2014	$1,001,000	1/10/2007	0% / On Schedule
12	PR	PSA	490601-05-003	Trail Glades Range	URS Corporation Southern	11/11/2012	$644,000	4/16/2009	0% / On Schedule
30	PR	PSA	999999-05-002-1	Park Trail Improvements	URS Corporation Southern	11/6/2015	$1,294,000	6/3/2008	0% / Not Started
30	DE	PSA	A04-DERM-01	Environmentally Endangered Lands Program	URS Corporation Southern	1/12/2008	$350,000	2/25/2005	0% / Not Started
3	PF	PSA	A04-PAC-01	Construction Management Services for the Perform	URS Corporation Southern	N/A	$4,500,000		0% / N/A
0	DE	PSA	E01-DERM-01-5	Environmental Engineering Consultants for Planni	URS Corporation Southern	11/2/2003	$1,500,000	3/9/2005	100% / Complete
0	DE	PSA	E01-DERM-03, EP-5	Consultants for Engineering Management to Act as	URS Corporation Southern	12/16/2004	$4,500,000	6/7/2005	100% / Complete
6	AV	PSA	E02-MDAD-02,E	MIA New Northside Runway Supplemental Services	URS Corporation Southern	N/A	$1,316,250	5/11/2009	100% / Closed
30	DE	PSA	E04-DERM-01-URS	Environmental Cleanup, Compliance and Related Se	URS Corporation Southern	1/11/2009	$3,000,000		0% / N/A
5	SP	PSA	E04-SEA-02	Bond Engineering Services	URS Corporation Southern	3/20/2009	$2,000,000	8/7/2009	85% / Work Order within Duration
30	CQ	PSA	E05-OCI-02, D-2	Consultant Services for Construction Inspection	URS Corporation Southern	6/13/2009	$750,000		0% / N/A
6	WS	PSA	E06-WASD-11	Design of Upgrades to MDWASD's John E. Preston W	URS Corporation Southern	2/9/2014	$8,000,000	5/5/2008	0% / On Schedule
30	DE	PSA	E08-DERM-01-URS	Environmental Cleanup, Compliance and Related Se	URS Corporation Southern	3/16/2014	$3,000,000		0% / N/A
0	DE	EDP	EDP-DE-SR-001-DERM	PINETREE DRIVE TREE REMOVAL PERMIT	URS CORPORATION SOUTHERN	N/A	$5,000		0% / N/A
0	FN	EDP	EDP-FN-SR-BP2	BALLPARK PROJECT	URS CORPORATION SOUTHERN	N/A	$250,000		100% / Complete
0	SP	EDP	EDP-SP-SR-2009-025	WHARVES 1 AND 2 STRUCTURAL INSPECTIONS	URS CORPORATION SOUTHERN	N/A	$10,551		0% / N/A
30	MT	PSA	TR05-EHT-PE	MIC/Earlington Heights Connector Engineering Ser	URS Corporation Southern	3/13/2013	$29,494,324	12/11/2009	75% / On Schedule
					Totals:	18	$62,395,125		

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

Contracts Status View

Exit

Projects

Goto Top

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	12/29/2005	Keith Ng
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	1/4/2006	Susel Ferrer
DE	A04-DERM-01	PSA	URS Corporation Southern	1/9/2006	Christina Casado-Acorn
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	5/30/2006	Keith Ng
MT	TR05-EHT-PE	PSA	URS Corporation Southern	6/20/2007	Ahmed Rasheed
DE	E01-DERM-01-5	PSA	URS Corporation Southern	8/24/2007	Keith Ng
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	12/31/2007	Julie Balogh
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/2/2008	Angela Padilla
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/2/2008	Angela Padilla
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	8/27/2008	Angela Padilla
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/3/2008	Angela Padilla
SP	E04-SEA-02	PSA	URS Corporation Southern	2/26/2009	Leonor Ortega
PR	490601-05-003	PSA	URS Corporation Southern	3/4/2009	John Gouthro
AV	E02-MDAD-02,E	PSA	URS Corporation Southern	5/11/2009	Miriam Gerov
FN	EDP-FN-SR-BP2	EDP	URS Corporation Southern	11/3/2009	Mohammed Taha
SP	EDP-SP-SR-2009-025	EDP	URS Corporation Southern	1/8/2010	Leonor Ortega

Evaluation Count: 16 Contractors: 1 Average Evaluation: 3.5

Exit