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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(O)(2)

Date: February 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for approval to award a Non-Exclusive Professional Services Agreement Number 12LANI004; Project Number E12-WASD-02 to Lockwood, Andrews & Newman, Inc. in the amount not to exceed $550,000 to prepare the design criteria package for the replacement/rehabilitation of a 72-inch sanitary sewage force main along Northwest/Northeast 159 Street between Northwest 17 Avenue and Northeast 10 Avenue

Resolution No. R-93-13

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a Non-Exclusive Professional Services Agreement Number 12LANI004; Project Number E12-WASD-02 to Lockwood, Andrews & Newman, Inc. The total compensation amount is $550,000 for a term of three years.

Lockwood, Andrews & Newman, Inc. will provide engineering services in the preparation of the design criteria package for the replacement/rehabilitation of a 72-inch sanitary sewage force main along Northwest/Northeast 159th Street between Northwest 17 Avenue and Northeast 10 Avenue.

Scope of Agenda Item

This contract award has county-wide impact. The 72-inch force main is located in Commission District 2.

The existing 72-inch force main consists of pre-stressed concrete cylinder pipe installed in the 1970's and is approximately 5 miles long. The 72-inch force main conveys wastewater along Northwest/Northeast 159 Street to the North District Wastewater Treatment Plant. On June 18, 2010, a portion of the 72-inch force main failed just west of Northwest 17 Avenue along with an adjacent pipe segment, both were already replaced. A forensic analysis of those pipe failures suggested that the failures were caused by loss of structural integrity. Due to concerns over the condition of the existing 72-inch force main and the risks associated with more failures, WASD contracted Pure Technologies in November 2010 to conduct a condition assessment of the 72-inch force main's pre-stressed wires. Based on the results of the condition assessment, approximately 1.5 miles of the 72-inch force main between Northwest 32 Avenue and Northwest 17 Avenue were already rehabilitated, however, WASD needs to replace/rehabilitate the remaining 3.5 miles of force main between Northwest 17 Avenue and Northeast 10 Avenue.

Lockwood, Andrews & Newman, Inc will develop contract documents for the procurement and award of a design-build contract for the rehabilitation/replacement of the 72-inch force main along Northwest/Northeast 159th Street between Northwest 17 Avenue and Northeast 10 Avenue. This project requires specialized engineering expertise and other technical services which include but are not limited to: completing a pipeline rehabilitation report, making a recommendation for a pipeline rehabilitation method, developing a design criteria package, assisting the County during the design-build contractor selection process, and providing compliance reviews and support services during the design and construction phases of the replacement and rehabilitation of the 72-inch force main.

Fiscal Impact/Funding Source
The item has a fiscal impact of $550,000 for a three-year term. This capital project is included in the Adopted Multi-Year Capital Improvement Plan for Fiscal Years 2013-2018 (Project 968750). The funding source is WASD's Wastewater Renewal and Replacement Fund.

Track Record/Monitor
WASD's Assistant Director of Wastewater, Vicente E. Arrebola, P.E. will monitor this contract.

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. This information is being provided pursuant to Resolution R-187-12.

Background
A Request for Proposals was approved for advertisement on June 27, and issued under full and open competition. On August 6, 2012, the Clerk of the Board received six proposals.

At the First Tier meeting held on September 17, 2012, the Competitive Selection Committee evaluated and voted to recommend Lockwood, Andrews & Newman, Inc. to the County Mayor or his designee for negotiations of the Professional Services Agreement. The Negotiation Committee was approved on October 5, 2012. On November 7, 2012, the Negotiation Committee met with Lockwood, Andrews & Newman, Inc. and concluded its meeting. WASD is making a recommendation to award the contract to Lockwood, Andrews & Newman, Inc.

The Internal Services Department CIIS database contains five evaluations for Lockwood, Andrews, and Newman, Inc. with an average overall 3.8 rating out of a possible 4 points. According to the Firm History Report provided by Regulatory and Economics Resources Department, Lockwood, Andrews & Newman, Inc. has been awarded one contract with Miami-Dade County with a $3.3 million.

There is a 25% Community Business Enterprise goal established as a part of the contract based on the availability.

BUDGET APPROVAL FUNDS AVAILABLE:	OMB DIRECTOR	12/3/12 DATE
APPROVED AS TO LEGAL SUFFICIENCY:	ASSISTANT COUNTY ATTORNEY	11/28/12 DATE
	DEPUTY MAYOR	12/17/12 DATE

WASTEWATER PIPES AND INFRASTRUCTURE PROJECTS PROJECT # 968750

DESCRIPTION: Replace and install new pipelines in areas requiring service improvements

LOCATION: Various

Various Sites

DISTRICT LOCATED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT(s) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Renewal Fund	23,743	0	0	0	0	0	0	0	23,743
TOTAL REVENUE:	23,743	0	0	0	0	0	0	0	23,743

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,761	214	100	100	199	0	0	0	2,374
Construction	15,847	1,927	900	900	1,795	0	0	0	21,369
TOTAL EXPENDITURES:	17,608	2,141	1,000	1,000	1,994	0	0	0	23,743

CONTRACT TO AWARD
LOCKWOOD, ANDREWS & NEWMAN, INC.
DESIGN CRITERIA PROFESSIONAL FOR THE REPLACEMENT/REHABILITATION OF 72-INCH SANITARY SEWAGE FORCE MAIN ALONG NORTHWEST/NORTHEAST 159 STREET BETWEEN NORTHWEST 17 AVENUE AND NORTHEAST 10 AVENUE

PROJECT NO. E12-WASD-02

BUDGET PROJECT & DESCRIPTION: Adopted MYCP Fiscal Years 2012-2018, WASD Project Number 968750, Page 252

FUNDING SOURCE: Wastewater Renewal and Replacement Fund

ASSISTANT DIRECTOR, WASTEWATER: 11/27/2012
VICENTE E. ARREBOLA, P.E. / DATE

ASSISTANT DIRECTOR, FINANCE: 11/27/12
FRANCES G. MORRIS DATE

BUDGETARY & FINANCIAL ADVISOR TO THE DIRECTOR: 11/27/12
PEDRO VELAR DATE

DEPUTY DIRECTOR, OPERATIONS: 11/27/12
JOSEPH A. RUIZ, JR. DATE

DIRECTOR: 11-28-12
JOHN W. RENFROW, P.E. DATE

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 5, 2013

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

SUBJECT: Agenda Item No. 8(O)(2)

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 Mayor'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(O)(2)
2-5-13

RESOLUTION NO. R-93-13

RESOLUTION APPROVING A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NUMBER 12LANI004: PROJECT NUMBER E12-WASD-02 IN AN AMOUNT NOT TO EXCEED $550,000 TO LOCKWOOD, ANDREWS & NEWMAN, INC. TO PREPARE THE DESIGN CRITERIA PACKAGE FOR THE REPLACEMENT AND REHABILITATION OF A 72-INCH SANITARY SEWER FORCE MAIN ALONG NORTHWEST/NORTHEAST 159 STREET BETWEEN NORTHWEST 17 AVENUE AND NORTHEAST 10 AVENUE; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves this non-exclusive Professional Services Agreement Number 12LANI004: Project Number E12-WASD-02 in an amount not to exceed $550,000 to Lockwood, Andrews & Newman, Inc. to prepare the design criteria package for the replacement and rehabilitation of a 72-inch sanitary sewer force main along Northwest/Northeast 159 Street between Northwest 17 Avenue and Northeast 10 Avenue; in substantially the form attached hereto and made a part hereof; and authorizing the Mayor or Mayor's designee to execute same and exercise the provisions contained therein.

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

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

WASTEWATER PIPES AND INFRASTRUCTURE PROJECTS PROJECT # 968750

DESCRIPTION: Replace and install new pipelines in areas requiring service improvements

LOCATION: Various
Various Sites

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Renewal Fund	23,743	0	0	0	0	0	0	0	23,743
TOTAL REVENUE:	23,743	0	0	0	0	0	0	0	23,743

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,761	214	100	100	199	0	0	0	2,374
Construction	15,847	1,927	900	900	1,795	0	0	0	21,369
TOTAL EXPENDITURES:	17,608	2,141	1,000	1,000	1,994	0	0	0	23,743

WASTEWATER SYSTEM MAINTENANCE AND UPGRADES PROJECT # 9650361

DESCRIPTION: Maintain and develop existing wastewater system facilities, structures, and equipment

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Renewal Fund	19,010	12,015	12,500	15,000	15,000	15,000	15,000	0	103,525
WASD Future Funding	0	0	0	0	0	0	0	162,500	162,500
TOTAL REVENUE:	19,010	12,015	12,500	15,000	15,000	15,000	15,000	162,500	266,025

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,901	1,201	1,250	1,500	1,500	1,500	1,500	0	10,352
Construction	17,110	10,813	11,250	13,500	13,500	13,500	13,500	162,500	255,673
TOTAL EXPENDITURES:	19,011	12,014	12,500	15,000	15,000	15,000	15,000	162,500	266,025

WASTEWATER TELEMETERING SYSTEM PROJECT # 9652481

DESCRIPTION: Install a computer system to monitor and control wastewater flows and pressures at various pump stations

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Renewal Fund	1,234	510	0	0	0	0	0	0	1,744
WASD Revenue Bonds Sold	3,162	0	0	0	0	0	0	0	3,162
Future WASD Revenue Bonds	0	0	0	2,626	2,450	2,622	0	0	7,698
TOTAL REVENUE:	4,396	510	0	2,626	2,450	2,622	0	0	12,604

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,891	219	0	1,129	1,053	1,127	0	0	5,419
Construction	2,505	291	0	1,497	1,397	1,495	0	0	7,185
TOTAL EXPENDITURES:	4,396	510	0	2,626	2,450	2,622	0	0	12,604

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	E06-WASD-06	PSA	Lockwood, Andrews & Newnam, Inc.	4/8/2008	Alex Retamar	Interim	3.3
WS	E07-WASD-07 (A)	PSA	Lockwood, Andrews & Newnam, Inc.	9/11/2008	Eduardo M. Luis	Project conclusion or closeout	4.0
WS	E07-WASD-07 (A)	PSA	Lockwood, Andrews & Newnam, Inc.	1/8/2009	Eduardo M. Luis	Interim	4.0
WS	E06-WASD-06	PSA	Lockwood, Andrews & Newnam, Inc.	5/13/2009	Alex Retamar	Project conclusion or closeout	3.8
WS	E07-WASD-07 (A)	PSA	Lockwood, Andrews & Newnam, Inc.	2/10/2010	Eduardo M. Luis	Completion of study or design	4.0

Evaluation Count: 5 Contractors: 1 Average Evaluation: 3.8

Exit

MIAMI-DADE COUNTY

MEMORANDUM

DATE: October 12, 2012

TO: Lester Sola, Director
Internal Services Department

FROM: Sherri McGriff, Division Director, Business Opportunity Support Services
Department of Regulatory and Economic Resources
Small Business Development

SUBJECT: Compliance Review
Project No. E12-WASD-02
Design Criteria Professional for the Replacement/Rehabilitation of a 72-inch Sanitary Sewage Force Main Along NW/NE 159th Street Between NW 17th Abe and NE 10th Ave

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Small Business Development (SBD), under Business Affairs, a Division of the Department of Regulatory and Economic Resources 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 25% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Atkins North America, Inc. #2, URS Corporation Southern #4, and Lockwood, Andrews & Newnam, Inc. #5 for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. Atkins North America, Inc. #2	Compliant
2. URS Corporation Southern #4	Compliant
3. Lockwood, Andrews & Newnam, Inc. #5	Compliant

SUMMARY:

Atkins North America, Inc. submitted the required Letter of Agreement (LOA) listing CES Consultants, Inc. to perform Highway Systems-Highway Design, W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Geotechnical & Materials Engineering Services, General Civil Engineering, and Engineering Construction Management at 25%. Atkins North America, Inc. is in compliance with the requirements of the CBE program.

URS Corporation Southern submitted the required Letter of Agreement (LOA) listing Leiter, Perez & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, Surveying and Mapping-Land Surveying, General Civil Engineering and Engineering Construction Management, also at 25%. URS Corporation Southern is in compliance with the requirements of the CBE program.

Lockwood, Andrews & Newnam, Inc. submitted the required Letters of Agreement listing Millan, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering and Engineering Construction Management at 10% and Chen and Associates Consulting Engineers, Inc. to perform General Civil Engineering at 15%. Lockwood, Andrews & Newnam, Inc. is in compliance with the requirements of the CBE program.

Please note that SBD staff reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Internal Services Department 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.

SM: vow

C: Luisa Millan, ISD
Traci Adams-Parish, SBD
File

Memorandum

MIAMI-DADE COUNTY

Date: October 15, 2012

To: Lester Sola, Director
Internal Services Department

Through: Miriam Singer, CPPO, Assistant Director
Internal Services Department

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

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department (WASD)
Design Criteria Professional for the Replacement / Rehabilitation of a 72-Inch Sanitary Sewage Force Main Along NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue
ISD Project No. E12-WASD-02

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the above referenced ISD Project No. following the guidelines published in the Notice to Professional Consultants (NTPC).

ISD Project No.: E12-WASD-02

Project Title: Design Criteria Professional for the Replacement / Rehabilitation of a 72-Inch Sanitary Sewage Force Main Along NW/NE 159th Street between NO 17th Avenue and NE 10th Avenue

Scope of Services Summary: This project requires highly specialized engineering expertise and other technical services including but not limited to, development of design criteria package, compliance review of contract documents, post design services during construction, and project coordination services on an as-needed basis for the duration of the project. The selected consultant will be responsible for completing a Pipeline Rehabilitation/Replacement Report, recommend pipeline rehabilitation method(s), prepare the Design-Build Criteria Package for the selected alternative, assist the County during the design/build contractor selection process, and provide compliance reviews and support services during the design and construction phases of the replacement/rehabilitation of the 72-inch force main along NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue.

The selected consultant will develop contract documents to a level sufficient for the procurement and award of a design-build contract for the rehabilitation/replacement of the 72-inch force main. WASD anticipates the following services to be provided: evaluating the rehabilitating/replacement alternatives for the 72-inch force main; identifying permits required and maintenance of traffic issues during the construction; surveying; coordinating with other utilities, governmental agencies and/or municipalities, and other professional consultants; preparation of design reports, contract documents, design drawings, specifications; cost estimates and project schedules; provide assistance as needed during contract procurement and construction phases of the project.

The selected Prime consultant must have experience in all of the areas denoted below:

1. Design and post design services of a minimum of three (3) pipeline projects, including pressurized pipeline design, within the last five (5) years.

2. Design and post design services of at least one (1) project with a 48-inch diameter, or larger, pressurized main within the last five (5) years.

3. Trench-less design and rehabilitation of large diameter pressurized pipes within the last five (5) years.

The expertise must be met by a qualified individual(s) of the prime firm. The experience must be demonstrated by direct or substantial involvement of the individual(s). The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County.

Term of Contract: One (1) non-exclusive Professional Services Agreement (PSA) with a three (3) year term with a maximum compensation of five hundred thousand dollars ($500,000), plus contingency in accordance with Ordinance 00-65. No minimum amount of work or compensation will be assured to the retained consultant. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

Community Business Enterprise Goal/Measure: The Department of Regulatory and Economic Resources (RER) established a 25% Community Business Enterprise (CBE) goal for this solicitation on May 1, 2012.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): June 7, 2012.

Number of Proposals Received: Six (6) proposals were received by the Clerk of the Board on August 6, 2012.

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

Non-Compliance: One (1) proposal was found not in compliance with the requirements of the NTPC. Jacobs Engineering Group Inc. (FEIN 95-4081636), was neither technically certified, nor prequalified for required prime consultant technical certification categories 6.01, Water Distribution and Sanitary Sewage Collection and Transmission, and 17.00, Engineering Construction Management. As such said team was disqualified from the evaluation process. All other respondents were found in compliance with the stipulations of the NTPC and the CBE requirements.

First Tier Results: See attached First-Tier Tabulation Sheet.

Second Tier Results: Not applicable. Based on the CSC's professional expertise the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve

the following Negotiation Committee, for the purpose of negotiating one non-exclusive PSA for this solicitation with the top ranked firm:

Vicente Arrebola, WASD
Juan Bedoya, WASD
Curt Williams, RER

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations, in the CSC's recommended order of preference. See below:

TOTAL ORDINAL SCORES
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A
25% CBE GOAL

Lockwood, Andrews & Newman, Inc.
Qualitative Points - 439
Ordinal Score - 5
Final Ranking – 1

URS Corporation Southern
Qualitative Points – 431
Ordinal Score – 6
Final Ranking – 2

Atkins North America, Inc.
Qualitative Points – 417
Ordinal Score – 8
Final Ranking - 3

Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contract ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are

proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:

Approved _____ Date

Attachments:
1. List of Respondents
2. First-Tier Tabulation Sheet

c: John Renfrow, Director, WASD
Competitive Selection Committee
Clerk of the Board of County Commissioners

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: DCP Rep/Rehab of 72" Sanitary Sew age Force Main along NW/NE 159 St. betw een NW 17 Ave. & N 10 Ave.
OCI Project No.: E12-WASD-02
Measures: 25% CBE
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 08/06/2012

Submittal No: 1 — **Prime Local Preference:** Yes
Prime Name: KEITH AND SCHNARS, P.A. — **FEIN No.:** 591406307
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. BISCAYNE ENGINEERING COMPANY, INC.		590165220

Submittal No: 2 — **Prime Local Preference:** Yes
Prime Name: ATKINS NORTH AMERICA, INC. — **FEIN No.:** 590896138
Trade Name: POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)

Subs Name	Trade Name	Subs FEIN No.
a. CAROLLO ENGINEERS, INC.	CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION	860899222
b. CES CONSULTANTS, INC.		650792884

Submittal No: 3 — **Prime Local Preference:** Yes
Prime Name: TETRA TECH, INC — **FEIN No.:** 954148514
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. NOVA CONSULTING, INC.		650577672
b. BND ENGINEERS, INC.		650421519
c. MEDIA RELATIONS GROUP, LLC		200118620

Submittal No: 4 — **Prime Local Preference:** Yes
Prime Name: URS CORPORATION SOUTHERN — **FEIN No.:** 592087895
Trade Name: GREINER SOUTHERN, INC.

Subs Name	Trade Name	Subs FEIN No.
a. LEITER, PEREZ & ASSOCIATES, INC.		592746730

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E12-WASD-02
Measures: 25% CBE
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 08/06/2012

Submittal No: 5
Prime Name: LOCKWOOD, ANDREWS & NEWNAM, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 741381591

Subs Name	Trade Name	Subs FEIN No.
a. PARSONS WATER & INFRASTRUCTURE INC.		710920322
b. CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC.		592739866
c. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
d. MILLER, LEGG & ASSOCIATES, INC.		650563467
e. MEDIA RELATIONS GROUP, LLC		200118620

Submittal No: 6
Prime Name: JACOBS ENGINEERING GROUP, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 954081636

Subs Name	Trade Name	Subs FEIN No.
a. KING ENGINEERING ASSOCIATES, INC.		591782900
b. CARDOZO ENGINEERING, INC.		650956092
c. GEOSOL, INC.		650997886

FIRST TIER MEETING
SEPTEMBER 17, 2012

MIAMI-DADE WATER AND SEWER DEPARTMENT
Replacement/Rehabilitation of 72-Inch Sanitary Sewage Force Main along
NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue
ISD Project No. E12-WASD-02

TABULATION SHEET

COMPETITIVE SELECTION COMMITTEE

	NAME OF FIRM(S)	Miami Springs, WASD	Aventura, WASD	Coral Springs, RER	Doral, Quintana, RER	Lauderdale Lakes, PWD/RER	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANK	FINAL RANK *Pursuant to County Mayor's Delegated Authority
1	[illegible]													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	38	46	42	39	38	193	40	27	55				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	12	15	18	13	15	73	15	10	19				
	3A - Past Performance of the Firms (Max. 20 points)	14	15	15	13	16	73	15	10	19				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	5	24	5	5	5				
	5A - Ability of team members to interface with the County (Max.5 points)	4	5	4	3	5	19	4	5	5	387	15	5	5
		65	86	85	74	79								
	Ordinal Score	4	3	4	4	5								
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A	5	5	5	5	5								
2	[illegible]													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	46	46	43	46	45	225	45	23	58				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	15	17	17	18	82	16	11	22				
	3A - Past Performance of the Firms (Max. 20 points)	15	18	17	17	18	85	17	11	23				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	2	2	2	10	2	1	3				
	5A - Ability of team members to interface with the County (Max.5 points)	4	4	4	4	5	21	4	3	6	417	8	3	3
		76	77	80	86	88								
	Ordinal Score	3	4	3	1	2								
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A	3	4	3	1	2								
3	[illegible]													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	39	40	48	48	41	210	42	29	56				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	15	18	14	16	78	16	10	21				
	3A - Past Performance of the Firms (Max. 20 points)	15	15	17	14	16	77	15	10	20				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	3	3	4	16	3	3	5				
	5A - Ability of team members to interface with the County (Max.5 points)	4	4	4	3	5	20	4	3	5	404	12	2	2
		76	78	90	78	82								
	Ordinal Score	3	5	2	3	4								
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points forCriteria 1A, 2A, 3A, 4A, 5A	4	5	2	4	4								
4	[illegible]													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	49	46	45	229	46	31	61				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	16	19	17	18	86	17	12	22				
	3A - Past Performance of the Firms (Max. 20 points)	16	20	18	17	18	89	18	12	23				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	2	2	1	1	7	1	1	3				
	5A - Ability of team members to interface with the County (Max.5 points)	3	4	4	3	5	21	4	3	6	424	4	1	1
		80	87	92	85	87								
	Ordinal Score	2	2	1	2	3								
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A	2	2	1	2	3								
5	[illegible]													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	43	50	47	46	45	231	46	31	61				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	15	18	16	18	84	17	11	22				
	3A - Past Performance of the Firms (Max. 20 points)	17	20	16	17	18	88	18	12	23				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	3	3	3	15	3	2	4				
	5A - Ability of team members to interface with the County (Max.5 points)	4	5	4	3	5	21	4	3	6	439	5	1	1
		84	93	88	85	89								
	Ordinal Score	1	1	3	2	1								
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A	1	1	3	3	1								

(#) Denotes Scores Dropped

ISD - Chairperson: Amelia M. Cardova-Bermudez

Small Business Development Division

Project Worksheet

Project/Contract Title: DESIGN CRITERIA PROFESSIONAL FOR THE REPLACEMENT/REHABILITATION OF A 72-INCH SANITARY SEWAGE FORCE MAIN ALONG NW/NE 159 ST BETWEEN NW 17 AVE AND NE 10 AVE (SIC 871)

Received Date: 05/01/2012

Project/Contract No: E12-WASD-02

Funding Source: WASD RENEWAL & REPLACEMENT FND

Resubmittal Date(s):

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $500,000.00

Description of Project/Bid: To establish a Professional Services Agreement to employ an engineering firm to prepare a Design Criteria Package for the replacement and rehabilitation of a 72 inch sanitary force main along NW and NE 159th Street between NW 17th Ave and NE 10th Ave.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	25.00%

Reasons for Recommendation

This project meets all the criteria set forth in I.O. 3-32, Section V.
SIC 871 - Architectural and Engineering Services

Technical Category: 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 1005-Environmental Eng-Contamination Assess & Monitor; 1100-General Structural Engineering; 1501-Surveying And Mapping-Land Surveying; 1600-General Civil Engineering; 1700-Engineering Construction Management

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$25,000.00	5.00%	216
GENERAL CIVIL ENGINEERING	CBE	$50,000.00	10.00%	68
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$50,000.00	10.00%	216
	Total	$125,000.00	25.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____

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

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

No Measure _____ Deferred _____ Selection Factor _____

CWP _____

SBD Director _____ Date _____

DBDR0090 v20120301

Detail by Entity Name

Foreign Profit Corporation

LOCKWOOD, ANDREWS & NEWNAM, INC.

Filing Information

Document Number	F01000004566
FEI/EIN Number	741381591
Date Filed	08/28/2001
State	TX
Status	ACTIVE

Principal Address

3390 MARY STREET
SUITE 216
MIAMI FL 33133

Changed 07/06/2011

Mailing Address

8600 INDIAN HILLS DR
C/O JERRY L. NORRIS
OMAHA NE 68114-4039 US

Changed 01/18/2010

Registered Agent Name & Address

NRAI SERVICES, INC.
515 E. PARK AVE.
TALLAHASSEE FL 32301 US

Name Changed: 07/06/2011

Address Changed: 07/06/2011

Officer/Director Detail

Name & Address

Title P

PETERSEN, DENNIS W
2925 BRIARPARK DRIVE
HOUSTON TX 77042

Title VD

TURK, THOMAS N
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Title ST

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Title PD

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Annual Reports

Report Year	Filed Date
2010	01/18/2010
2011	01/11/2011
2012	01/23/2012

Document Images

01/23/2012 -- ANNUAL REPORT	View image in PDF format
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08/28/2001 -- Foreign Profit	View image in PDF format

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

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NON-EXCLUSIVE PROFESSISONAL SERVICES AGREEMENT
DESIGN CRITERIA PROFESSIONAL FOR THE REPLACEMENT/REHABILITATION OF A 72-INCH SANITARY SEWAGE FORCE MAIN ALONG NORTHWEST/NORTHEAST 159TH STREET BETWEEN NORTHWEST 17TH AVENUE AND NORTHEAST 10TH AVENUE
ISD PROJECT NUMBER E12-WASD-02

NON-EXCLUSIVE PROFESSISONAL SERVICES AGREEMENT

Made as of the ____day of _____ in the year 2013.

Between the COUNTY: Miami-Dade COUNTY Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "COUNTY", which shall include its officials, successors, legal representatives, and assigns.

And the ENGINEER:

Name:	LOCKWOOD, ANDREWS & NEWMAN, INC.
FEIN:	74-138-1591
Address:	3390 Mary Street, Suite 216, Miami, FL 33133
Phone Number:	305-444-6454
Fax Number:	305-461-3686
E-mail Address:	rjvieira@lan-inc.com

The term "PROFESSIONAL SERVICES AGREEMENT"" shall include its officials, successors, legal representatives, and assigns.

The COUNTY and the ENGINNER agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
LOCKWOOD, ANDREWS & NEWMAN, INC.

AGREEMENT NUMBER 12LANI004

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THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2013, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and LOCKWOOD, ANDREWS & NEWMAN, INC., a Texas corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide engineering services for the preparation of the Design Criteria Package for the Replacement/Rehabilitation of a 72-inch Sanitary Sewage Force Main along Northwest/Northeast 159th Street between Northwest 17th Avenue and Northeast 10th Avenue - hereinafter referred to as the "Project".

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

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

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

2. PROFESSIONAL SERVICES: Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of WASD. Said services include providing engineering services from design criteria professional to prepare a design criteria package for the rehabilitation/replacement of a 72-inch sanitary sewer force main. The project includes but is not limited to, development of design criteria package, compliance review of contract documents, post design services during construction, and project coordination services on an as-needed basis for the duration of the project. The ENGINEER will be responsible for completing a Pipeline Rehabilitation/Replacement Report, recommend a pipeline rehabilitation method(s), prepare the Design-Build Criteria Package for the selected alternative, assist the County during the Design/Build Contractor selection process, and provide compliance reviews and support services during the design and construction phases of the replacement/rehabilitation of the 72-inch force main along Northwest/Northeast 159th Street between Northwest 17th Avenue and Northeast 10th Avenue.

The 72-inch force main Interceptor Number-9 is approximately 5 miles long and conveys wastewater along Northwest/Northeast 159th Street to the North District Wastewater Treatment Plant. The material for this segment of the 72-inch force main is Prestressed Concrete Cylinder Pipe or Embedded Cylinder Pipe which was installed in the late 1970's.

On June 18th, 2010, a portion of the 72-inch Prestressed Concrete Cylinder Pipe force main experienced a catastrophic failure just west of Northwest 17th Avenue. The corresponding failed pipe, along with an adjacent pipe segment, were removed and replaced at that time.

A forensic analysis of the failed and adjacent pipes prepared by Lewis Engineering and Consulting, Inc. suggested the primary mode of failure to be loss of structural integrity resulting from corrosion-induced hydrogen embrittlemment of the Class IV prestressing steel wires. It was further suggested that the pipe section may have had pre-existing wire break damage and that a pressure transient, or surge event, could have increased the pressure inside the 72-inch force main, causing the failure. Due to concerns over the condition of the pipeline, and the risk associated with an additional failure, WASD contracted Pure Technologies in November, 2010 to conduct an internal inspection and a condition assessment of the 72-inch force main's prestressed wires.

Pipeline inspection, engineering analysis, and condition assessment of the 72-inch force main were conducted between January and February 2011.

Based on the results of these inspections, approximately 1.5 miles of the force main between Northwest 32 Avenue and Northwest 17 Avenue were

rehabilitated by slip lining the existing 72-inch force main with high density polyethylene pipe.

At this time, WASD needs to replace/rehabilitate the 3.5 miles of 72-inch force main between Northwest 17th Avenue and Northeast 10th Avenue. In order to do so, WASD requests that the results of the pipeline condition assessment performed by Pure Technologies be reviewed and used as the basis of design (no additional condition assessment will be performed as part of this Work Order) for the rehabilitation/replacement of this portion of the force main; recommendations for the rehabilitation/replacement of force main be submitted; and a design build criteria package contract document for the renewal rehabilitation/replacement of the force main be prepared, procured and awarded.

The ENGINEER will develop contract documents to a level sufficient for the procurement and award of a design-build contract for the rehabilitation/replacement of the 72-inch force main. WASD anticipates the following services to be provided: evaluating the rehabilitating/replacement alternatives for the 72-inch force main; identifying permits required and maintenance of traffic issues during the construction; surveying; coordinating with other utilities, governmental agencies and/or municipalities, and other professional consultants; preparation of design reports, contract documents, design drawings, specifications; cost estimates and project schedules; provide assistance as needed during contract procurement and construction phases of the project.

3. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:
   A. Use the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
   B. Maintain an adequate staff of qualified personnel at all times to ensure completion of the work within the term specified in the applicable task order authorization to proceed.
   C. Comply with the federal, state and local laws or ordinance applicable to the work.
   D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
   E. Provide a written report on the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
   F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
   G. Confer with the COUNTY at any time during the effective term of the agreement and implementation of improvements for which the ENGINEER

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

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

I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of WASD. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.

J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.

K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.

L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. WASD may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.

M. All consultant staff wishing to gain access to work via the COUNTY network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.

N. The ENGINEER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.

4. TASK AUTHORIZATION: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed.

5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages,

including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the ENGINEER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension.

6. FORCE MAJEURE: Shall mean an act of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to: strikes, lockouts, other industrial disturbances; wars, blockades, acts of public enemy or terrorism, insurrections, riots; federal, state, county and local governmental restraints; military action, civil disturbances, explosions; conditions in federal, state, county and local permits; bid protests, manufacturing and delivery delays; unknown or unanticipated soil, water or ground conditions and cave-ins; and contract default by the COUNTY's other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

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

7. COMPENSATION: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by WASD and in accordance with the Prompt Payment Ordinance. Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an

inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

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

1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.8 for office employees, 2.1 for the ENGINEER's employees working in COUNTY offices and 1.8 for all field employees. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. The COUNTY has the right to audit this Agreement. No escalation will be permitted. Office Employees shall mean those whose primary duties are performed in the office of the ENGINEER and or Subconsultant(s). Field Employees shall mean personnel those whose primary duties are performed in the field, or outside any of the offices of the ENGINEER and or Subconsultant(s).
2) For personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals shall not receive additional compensation for performance of overtime work.
3) The ENGINEER shall be compensated at the flat rate of $115.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.

B. Lump Sum Fee: The fee for any requested portion of work may, at the option of WASD, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER but will be based on direct salaries times the negotiated multiplier times projected number of hours per employee and anticipated reimbursable expenses. Designated lump sum fees shall be stated in the written authorization to proceed. Lump sum fees may or may not include reimbursable expenses.

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

1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.
2) Expenses for travel, except that the ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Section 112.061, Florida Statutes, and the COUNTY's Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by WASD and the ENGINEER shall submit said records with their invoices.
3) Expenses incurred by the ENGINEER for security clearances and badges required by the Miami-Dade County.
4) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.
5) Reimbursable expenses of the ENGINEER and approved subconsultants shall be identified on a direct cost basis. Mark ups as a percentage of salary costs are not permissible.
6) The ENGINEER shall be required to submit original receipts of all reimbursable expenses for tasks issued on a time and material basis.
7) Reimbursable expenses included in tasks to be compensated on a lump sum basis will be reimbursed as a percentage of completion of the task.
8) Expenses incurred by ENGINEER for an office trailer required to perform services at the project locations. In the event the COUNTY requests the ENGINEER to provide an office trailer, the COUNTY shall reimburse the ENGINEER for expenses associated with the use of the office trailer such as, but not limited to, the lease payments, office furniture and equipment, permitting fees, site preparation fees including installation of utilities, monthly utilities cost, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY.

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed five hundred thousand dollars ($500,000.00), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the basic services Maximum Compensation as stated in Section 7.D. above is permissible to be used by WASD for unforeseen conditions necessitating additional design engineering services. Before any extra work is begun a task authorization from WASD Director shall be given to the ENGINEER. The ENGINEER shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055: The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the ENGINEER's payroll prior to issuing a task authorization.

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

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.
   1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
   2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Regulatory and Economic Resources', requirements. Invoices shall not be considered valid without said form.
   3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for

professional services and reimbursable expenses shall be calculated in accordance with Section 7.A. and 7.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee.

1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Regulatory and Economic Resources requirements as shown in Exhibit "B:. Invoices shall not be considered valid without said form.
3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
4) Payments shall be calculated on a percentage of work completed, including reimbursable expenses.

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

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

11. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

12. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, data, transactions of all forms, financial information, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

The ENGINEER is permitted to reproduce copyright material described above subject to written approval from the COUNTY.

13. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION
Under no circumstances shall the ENGINEER without the express written consent of the COUNTY:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the Work being performed hereunder, unless the ENGINEER first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instruction of the COUNTY.

C. Except as may be required by law, the ENGINEER and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the ENGINEER or such parties has been approved or endorsed by the COUNTY.

14. NOTICES: Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted

by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to the ENGINEER or the ENGINEER's authorized representative.

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

16. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as subconsultants: Parsons Water Infrastructure, Inc.; Chen and Associates Consulting Engineers, Inc.; Milian, Swain & Associates, Inc.; Miller, Legg & Associates, Inc.; and Media Relations Group, LLC. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without (30) days written notice to the Director or his designee. The request must be approved by the Director or his designee and after the Department of Regulatory and Economic Resources approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this agreement without the written consent of the Director or his designee. When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

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

C. SUBCONTRACTORS–RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars ($100,000) or

more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Exhibit "C")

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

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

19. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the County Mayor or his designee may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Section 7, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (I0) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List - By executing this Agreement through a duly authorized representative, the ENGINEER certifies that the ENGINEER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the ENGINEER is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

20. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of three (3) years after execution of this Agreement. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 7 hereof.

21. DEFAULT: If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (I0) days after receipt of written notice that said sums are due. At the Director's discretion, the ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

22. INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Florida Statutes 725.08 notwithstanding the provisions of Florida Statutes 725.06, the ENGINEER shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

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

This Section shall survive expiration or termination of this Agreement.

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

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

B. Professional Liability Insurance in the amount of $1,000,000 per claim.

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

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

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

- The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance

Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division; or,

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

The ENGINEER shall furnish certificates of insurance to WASD's Architecture and Engineering Services Manager, Suite 538-5, 3071 S.W. 38th Avenue, Miami, Florida 33146, and prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 21. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

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

24. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The ENGINEER shall, during the term of this Agreement, be governed by Federal, State of Florida and Miami-Dade County Laws, Regulatory Orders, County does and Resolutions, and WASD operating procedures, all as may be amended from time to time that may have a bearing on the services involved in this Project. WASD will assist the ENGINEER in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the internet, but not limited to, the list below.

1) Ordinance No. 72-82 (Conflict of Interest), as amended.
2) Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER's obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152:
   (a) A source of income statement;
   (b) A current certified financial statement; or
   (c) A copy of the ENGINEER's Current Federal Income Tax Return.
3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code;
4) Environmentally Acceptable Packaging, Resolution (R-738-92);
5) Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2,

2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;

6) Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
7) PUBLIC ENTITY CRIMES. To be eligible for award of a contract, firms wishing to do Business with the County must comply with the following: Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list;
8) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
9) Architectural and Engineering Selection Process, Administrative Order 3-39;
10) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
11) Criminal Record, Ordinance No. 94-34;
12) Resolution No. 113-94, Quarterly Reports (Private Sector Work); Independent Private Sector Inspector General (IPSIG); Resolution No. 516-96 and Administrative Order No. 3-20.

B. Furthermore, the ENGINEER shall execute the attached Affirmation of Vendor Affidavits, attached hereto as Exhibit "D".

1) Miami-Dade County Ownership Disclosure Affidavit, Section 2-8.1 of the County Code;
2) Miami-Dade County Employment Disclosure Affidavit, County Ordinance No. 90-133, amending Section 2.8-1(d)(2)of the County Code;
3) Miami-Dade County Employment Drug-Free Work Certification, Section 2-8.1(b) of the County Code;
4) Miami-Dade County Disability Nondiscrimination Affidavit, Article 11, Section 2-8.1.5 Resolution R182-00 amending R-385-95;
5) Miami-Dade County Debarment Disclosure Affidavit, Section 10.38 of the County Code;
6) Miami-Dade County Vendor Obligation to County Affidavit Section 2-8.1 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;

8) Miami-Dade County Family Leave, Article V of Chapter 11 of the County Code;
9) Miami-Dade County Living Wage, Section 2-8.9 of the County Code;
10) Miami-Dade County Domestic Leave and Reporting Affidavit, Article 8, Section 11A-60 11A-67 of the County Code;
11) Required Listing of Subcontractor and Suppliers Contracts Certification, Section 10-34 of the County Code;
12) False Claims, Ordinance No. 99-152;
13) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code; Exhibit "E".
14) Truth and Negotiation Certificate, as attached Exhibit F"".

C. The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.

In accordance with Florida Statutes 119.071(3)(b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, areas, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s.119.07 and s. 24(a), Art1 of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities: to a licensed architect, engineer, or Consultant who is performing work on or related to the building, arena, stadium, water treatment plant, or other structure owned or operated by an agency, or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

25. SUSTAINABLE BUILDING PROGRAM: The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager:
   A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
   B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

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

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

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

27. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department Regulatory and Economic Resources. The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

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

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

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

29. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the IG, any and all payments to be made to the ENGINEER under this Agreement 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 Agreement is federally or state funded where federal or state law or regulations preclude such a charge. The ENGINEER shall in stating its agreed process is mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all Agreement 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, Agreements and transactions. In addition, IG has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The IG shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the ENGINEER, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

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

pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

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

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

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

Nothing in this Section shall impair any independent right of the COUNTY to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the COUNTY by the ENGINEER or third parties.

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

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

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

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

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

31. PERFORMANCE EVALUATIONS: In accordance with Administrative Order 3-39 entitled "Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change order and reporting", the Engineer is advised that performance evaluations of the services rendered under this Agreement shall be performed by WASD and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

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

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

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

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

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

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

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

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

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

40. TRUTH IN NEGOTIATION: Pursuant to Administrative Order 3-39 and Florida Statutes Chapter 287.055(a): For all lump-sum costs or cost plus a fixed fee professional service contract over the threshold amount provided in s. 287.017 for Category Four, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(This page was intentionally left blank)

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

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Board

By:_____
County Mayor

ATTEST:

Lockwood, Andrews, & Newman, Inc.
A Texas Corporation (Corporate Seal)

By: Donald W Schuetz
Signature

By: [signature]
Signature

DONALD W SCHUETZ, Secretary

RAFAEL ORTEGA, VICE President

Print Name

Print Name

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 14th day of November, 2012, by _____, as Vice President and _____, as Secretary, of Lockwood, Andrews & Newman Inc. a Texas Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

[signature]
Notary Public

SYLVIA SOSA
Notary Public, State of Texas
My Commission Expires
March 10, 2015

Serial Number

Sylvia Sosa
Print Name

Approved for Legal Sufficiency:

_____
Assistant County Attorney

ATTACHMENTS

Proposal for Engineering Services and Labor Expenses (Exhibit A)
Monthly Utilization Report (Exhibit B)
Miami-Dade County OCI Form # 7
Subcontractor/Supplier Listing
(Exhibit C)
Affirmation of Vendor Affidavits (Exhibit D)
Fair Subcontracting Practices (Exhibit E)
Truth-In-Negotiation Certificate (Exhibit F)

Table of Organization

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

November 8, 2012

I hereby certify the following names, titles and rates as true and actual as of October 26, 2012. All are current employees of Lockwood, Andrews, and Newnam, Inc.

Dennis Petersen, PE	President	$115/hr.*
Rafael Ortega, PE	Vice-President	$81.83/hr.
Ricrado Vieira, PE	Project Coordinator	$52.88/hr.
Bob Card, PE	Senior Project Mgr.	$70.29/hr.
George Ruchtl	BD Specialist	$85.00/hr.
Harrison Steed, PE	Engineer VI	$43.27/hr.
Mackrena Ramos, PE	Engineer VII	$53.85/hr.
Ivonne Planas, PE	Engineer IV	$36.00/hr.
Dan McCausland	Senior Program Mgr.	$80.00/hr.
Greg Henry, PE	Engineer VI	$50.96/hr.
Diane Cintra	Admin. Assistant	$25.23/hr.

*Rate capped

R. J. Fiederlein, Senior Program Manager

Media Relations Group, LLC

Alicia Ana Gonzalez
President

18001 Old Cutler Road, Suite 407
Palmetto Bay, Florida 33157
Telephone 305 254 8598
Cellular 786 280 6645
Fax 305 256 1613
agonzalez@mrgmiami.com

October 26, 2012

Re: Miami-Dade County
Miami-Dade WASD 72-Inch Force Main Replacement -E12-WASD-02
Certified Payroll Statement

To Whom It May Concern:

Media Relations Group, LLC is a self-certified firm. This letter is to certify that the billing rates or fee schedules contained hereon are our normal rates for such services and that the method used to arrive at the rates are the same as for both public and private sector clients. Please note that the following rate is the rate we are currently using on an existing project with the Miami-Dade Water and Sewer Department (MDWASD Government Cut Utility Design-Build Relocation Project).

Key Personnel/Role	***Rate Per Hour***
Alicia Gonzalez /Public Information Manager (PIM)	*$130.50/hr.*

Please do not hesitate to contact me with any additional questions or concerns. Thank you.

Respectfully,

Alicia Ana Gonzalez
Principal
Media Relations Group, LLC

c: Ricardo Vieira, P.E.
Project Manager, Lockwood, Andrews & Newnam, Inc.

MILLER LEGG

TEAM LAN
ISD Project No. E12-WASD-02
Information for Negotiations

Miller Legg - Surveying and SUE	Raw Pay Rate
Rodrigo Pigna, PE	$55.29
Margarita Weidener, PSM	$60.00
Richard Bussell, PSM	$35.00
Robert Waers, PSM	$26.00

I, Leslie Hernandez, Chief Financial Officer of Miller Legg & Associates, Inc., do hereby certify the pay rates above to be the current rates paid to those individuals listed above.

Leslie Hernandez, CPA 10/26/2012

Miami Office: 10418 NW 31 Terrace • Miami, Florida • 33172-1200
(305) 599-6381 • Fax: (305) 599-2797
www.millerlegg.com

PARSONS

4701 Hedgemore Drive • Charlotte, North Carolina 28209 • (704) 529-6246 • Fax (704) 529-0374 • www.parsons.com

October 26, 2012

Ricardo Vieira, P.E.
Lockwood, Andrews & Newnam, Inc.
3390 Mary Street
Suite 216
Miami, Florida 33133

Subject: Certified Payroll for ISD Project No. E12-WASD-02

Mr. Vieira,

Attached please find the hourly rates for the employees referenced in the Project's Organizational Chart.

Ed Sweet - $74.088
Manuel Arroyo - $66.608
Stephen Hildebrand - $49.824
William Rathbun - $68.193

Should you have any additional questions, please do not hesitate to contact us.

Sincerely,

Lauren Yelton

Lauren Yelton, PHR
Parsons
Talent Management
(704) 558-4003
Lauren.Yelton@parsons.com

Millian, Swain & Associates, Inc.

2025 SW 32 Avenue, Suite 110, Miami, Florida 33145
Tel: (305) 441-0123 Fax: (305) 441-0688
www.millianswain.com

MIAMI ◦ FT. LAUDERDALE ◦ WEST PALM BEACH

CERTIFICATION OF PAYROLL

Environmental Engineering

		Hourly Wage
Arsenio Millian	Principal	$79.33
Gabriel Millian	Project Engineer	35.73

This is to certify that the above payroll listed for the individuals is true and correct.

Eunice Chung

Eunice Chung

Date: October 26, 2012

EUNICE M. CHUNG
Notary Public - State of Florida
My Comm. Expires May 18, 2013
Commission # DD 870117
Bonded Through National Notary Assn.

Miami-Dade County

Principal-In-Charge
Dennis Petersen, PE (LAN)

Project Manager
Ricardo Vieira, PE (LAN)

Lead Technical Advisor
Rafael Ortega, PE (LAN)

Rehabilitation Analysis
Bob Card, PE (LAN)
George Riedell (LAN)

Replacement Analysis
Harrison Steed, PE (LAN)
Madrena Ramos, PE (LAN)

General Engineering Services
Ivonne Planas, PE (LAN)

Civil Engineering
Peter Moore, PE (C)
Susanna Dombrowski, PE (C)

Environmental Engineering
Arsenio Millan, PE (MSA)
Gabriel Millan, PE (MSA)

Surveying and SUE
Rodrigo Pigna, PE
Margarita Weidener, PSM (ML)
Richard Bussell, PSM (ML)
Robert Waers, PSM (ML)

Public Involvement
Alicia Gonzalez (MRG)

Design Build Criteria
William S. Rothbun, PE (P)

Design Build Criteria Package
Edward Sweet Jr., PE (P)
Daniel McCausland (LAN)

Construction Package/Services
Greg Heuss, PE (LAN)
Manuel Arroyo, PE (P)
Stephen Hildebrand, PE (P)

Firm	FEIN #	Technical Cert. Categories
Lockwood, Andrews & Newnam, Inc. - (LAN)	74-1381591	6.01, 11.00 & 17.00
Parsons Water and Infrastructure Group (Parsons) - (P)	71-0920322	6.01 & 17.00
Chen and Associates Consulting Engineers - (C)	51-2739866	16.00
Milian, Swain & Associates - (MSA)	65-0094999	10.05
Miller, Legg & Associates, Inc. - (ML)	65-0563467	15.01
Media Relations Group, LLC - (MRG)	20-0118620	N/A (Public Relations)

Creative Solutions | Exceptional Quality | Measurable Value

EXHIBIT A

ATTACHMENT A - Proposal for Engineering Services Labor Expenses

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 2.5		Task 2.6		Task 3		Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 5)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Principal			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 3			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 2			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 1			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			Sub-totals	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$0.00	$0.00

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		0.4852/mile (for use of personal vehicle)	
		Subtotal Direct Expense	$ -
Total Labor and Direct Expenses = $ -		IG of .25% (if applicable) = $ -	Labor, Direct Expense and I.G. $ -

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

Summary of Reimbursable Expenses

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

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

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

EXHIBIT B

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

DEPARTMENT OF BUSINESS DEVELOPMENT

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

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		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT 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

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.

EXHIBIT C

MIAMI-DADE COUNTY OCI FORM # 7
SUBCONTRACTOR/SUPPLIER LISTING
(Code of Miami-Dade County, Sections 2-8.1 and 10-34)

Firm Name of Prime Contractor/Proposer _____ Name _____

Project No. _____

This form, or a comparable listing meeting the requirements of Code of Miami-Dade County, Sections 2-8.1 and 10-34 MUST be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. **This form, or a comparable listing meeting the requirements of Code of Miami-Dade County, Sections 2-8.1 and 10-34, must be completed and submitted as a condition of contract award even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form 3 in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's Authorized Representative	Print Name	Print Title	Date
	RAFAEL ORTEGA	VICE PRESIDENT	11-14-12

(Duplicate if additional space is needed)

Form # (new 5/7/99)

EXHIBIT D

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.: 12LAN1004 **Federal Employer Identification Number (FEIN):** 74-138-1591

Contract Title: Design Criteria Package for the Replacement/Rehabilitation of a 72-inch Sanitary Sewage Force Main along NW/NE 159 Street between NW 17 Ave and NE 10 Ave

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		

RAFAEL ORTEGA — Printed Name of Affiant

VICE PRESIDENT — Printed Title of Affiant

[signature] — Signature of Affiant

LOCKWOOD, ANDREWS & NEWNAM, INC. — Name of Firm

11.14.12 — Date

2925 BRIARPARK #400, HOUSTON — Address of Firm

TEXAS — State

77042 — Zip Code

Notary Public Information

Notary Public – State of Texas County of Harris

Subscribed and sworn to (or affirmed) before me this 14th day of November 2012.

by Rafael Ortega He or she is personally known to me ☑ or has produced identification ☐

Type of identification produced

[signature] — Signature of Notary Public

SYLVIA SOSA
Notary Public, State of Texas
My Commission Expires
March 10, 2015

Print or Stamp of Notary Public

March 10, 2015 — Expiration Date

SYLVIA SOSA
Notary Public, State of Texas
My Commission Expires
March 10, 2015

Serial Number

Notary Public Seal

EXHIBIT E

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

See Attachment "E"

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: VICE PRESIDENT Date: 11.14.12

Proposer's Name: RAFAEL ORTEGA

ATTACHMENT "E"

LOCKWOOD, ANDREWS AND NEWNAM, INC. seeks to engage as broad a number of subcontractors as possible when a project with subcontracting opportunities arises. To that end, LOCKWOOD, ANDREWS AND NEWNAM, INC. will endeavor to:

- Notify local subcontractors of subcontracting opportunities on a project;
- Meet with subcontractors to answer questions regarding the project and the subcontracting opportunities associated with the project;
- Encourage submittal of proposals by potential subcontractors and provide them the information necessary to submit proposals;
- Engage those subcontractors that submit responsive proposals that meet the requirements of the project and the associated subcontracting opportunity.

LOCKWOOD, ANDREWS AND NEWNAM, INC policies and procedures for awarding subcontracts are outlined in our standard MASTER AGREEMENT BETWEEN ENGINEER AND ASSOCIATE ENGINEER FOR PROFESSIONAL SERVICES attached.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

MASTER AGREEMENT BETWEEN ENGINEER AND ASSOCIATE ENGINEER FOR PROFESSIONAL SERVICES

Based upon EJCDC Document 1910-13 (1985 Edition)

Adapted for Exclusive Use of
LOCKWOOD, ANDREWS & NEWNAM, INC.
September 2001

LAN107

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

MASTER AGREEMENT BETWEEN ENGINEER AND ASSOCIATE ENGINEER FOR PROFESSIONAL SERVICES

THIS IS A MASTER AGREEMENT made as of August 13, 2008 between Lockwood, Andrews & Newnam, Inc. (ENGINEER) and_____, (ASSOCIATE ENGINEER).

A. ENGINEER intends to enter into multiple agreements with OWNERS which are herein referred to as the Prime Agreements and which provide for ENGINEER's performing professional services in connection with the Projects described therein.

B. The professional services which ENGINEER will employ ASSOCIATE ENGINEER to perform under this Agreement between ENGINEER and ASSOCIATE ENGINEER will be generally described in each Work Authorization when assigned to ASSOCIATE ENGINEER.

The Scope of Services ASSOCIATE ENGINEER is to provide shall be generally described in each individual Work Authorization when assigned to ASSOCIATE ENGINEER.

ENGINEER and ASSOCIATE ENGINEER agree as set forth below.

ASSOCIATE ENGINEER shall perform services in accordance with the terms and conditions of this Agreement as ENGINEER's independent consultant for the Project, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venture with ENGINEER. ENGINEER shall be the general administrator and coordinator of ASSOCIATE ENGINEER's services for the Project, and shall facilitate the exchange of information among the independent professional associates and consultants employed by ENGINEER for the Project as necessary for the coordination of their services.

ENGINEER and ASSOCIATE ENGINEER agree that any reference made to Exhibits A or B shall mean those exhibits to be issued pursuant to any individual Work Authorization issued by ENGINEER. Reference to section numbers means a reference to the text of this Master Agreement. ENGINEER and ASSOCIATE ENGINEER further agree as set forth below.

SECTION 1—BASIC SERVICES OF ASSOCIATE ENGINEER

1.1. General.

1.1.1. When assigned a specific Work Authorization by ENGINEER, ASSOCIATE ENGINEER shall provide for ENGINEER the basic consulting services set forth in 1.1.2 through 1.6.13 below and described in detail in each Work Authorization within the time periods stipulated therein. Basic Services will be paid for by ENGINEER as indicated in Section 3 of each Work Authorization. ASSOCIATE ENGINEER shall collaborate with ENGINEER in connection with The Project and shall be bound to perform the professional engineering services undertaken hereunder for ENGINEER in the same manner and to the same extent that ENGINEER is bound by the Prime Agreement to perform such services for OWNER. All of ASSOCIATE ENGINEER's communications with OWNER or ENGINEER's other independent professional associates and consultants will be through or with the knowledge of ENGINEER. Except as set forth herein ASSOCIATE ENGINEER will not have any duties or responsibilities for any other part of the Project. ASSOCIATE ENGINEER shall perform services in character, sequence and timing so that they will be coordinated with those of ENGINEER and other independent professional associates and consultants for the Project. ASSOCIATE ENGINEER shall cooperate with ENGINEER in determining the proper share of the construction budget which shall be allocated to each Project. ASSOCIATE ENGINEER agrees to a mutual exchange of Drawings and Specifications for each Project with ENGINEER and other independent professional associates and consultants.

1.1.2. ASSOCIATE ENGINEER's Basic Services may be divided into five phases as described below.

1.2. Study and Report Phase.

During the Study and Report Phase ASSOCIATE ENGINEER shall, after written authorization from ENGINEER to proceed:

1.2.1. Consult with ENGINEER to determine the requirements for The Project and confirm such requirements to ENGINEER.

1.2.2. Advise ENGINEER as to the necessity of providing or obtaining from others services or data of the types described in paragraph 3.4 and cooperate with ENGINEER in connection with any such services.

1.2.3. Identify and analyze for ENGINEER requirements of governmental authorities having jurisdiction to approve the design of The Project and participate in consultations with such authorities.

1.2.4. Consult with and make recommendations to ENGINEER in respect of an analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Consult with and make recommendations to ENGINEER in respect of a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Consult with and make recommendations to ENGINEER relative to the preparation of Study and Report documents for The Project, which are to be in sufficient detail to indicate clearly the considerations involved (including the applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER.

1.2.7. Prepare schematic layouts, sketches and preliminary design criteria for The Project; and prepare an opinion of probable costs of The Project, including the following which will be separately itemized: Construction Cost of The Project, allowances for charges of all professionals and consultants employed by ASSOCIATE ENGINEER and for other services to be provided to OWNER or ENGINEER at the request of ASSOCIATE ENGINEER. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs of The Project." CONSTRUCTION COST is as defined in the Prime Agreement.

1.2.8. Furnish five copies of the Study and Report documents.

The duties and responsibilities of ASSOCIATE ENGINEER during the Study and Report Phase are amended and supplemented as indicated in each individual Work Authorization.

1.3. Preliminary Design Phase.

After written authorization from ENGINEER to proceed with the Preliminary Design Phase, ASSOCIATE ENGINEER shall:

1.3.1. On the basis of the Study and Report documents for The Project accepted by OWNER as confirmed by ENGINEER, prepare Preliminary Design documents for The Project consisting of final design criteria, preliminary drawings and outline specifications, and written descriptions of The Project, all of which are to be approved by ENGINEER and accepted by OWNER.

1.3.2. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Total Project Costs for The Project.

1.3.3. Furnish five copies of the above Preliminary Design documents.

The duties and responsibilities of ASSOCIATE ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in each individual Work Authorization.

1.4. Final Design Phase.

After written authorization from ENGINEER to proceed with the Final Design Phase, ASSOCIATE ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs as confirmed by ENGINEER, prepare for incorporation in the Contract Documents, final drawings to show the general scope, extent and character of the work to be performed by the contractor (hereinafter called the "Drawings") of, and Specifications for, The Project. The Specifications will be prepared in conformance with the sixteen division format of the Construction Specifications Institute and otherwise will be in such form as ENGINEER may reasonably require, and they are to be approved by ENGINEER and accepted by OWNER. Advise ENGINEER as to any special provisions pertinent to The Project that should be included in the Bidding Documents or the Contract Documents.

1.4.2. Furnish to ENGINEER technical criteria, written descriptions and design data pertinent to The Project for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of The Project, and assist ENGINEER in connection therewith.

1.4.3. Advise ENGINEER of any adjustments to ASSOCIATE ENGINEER's latest opinion of probable Total Project Costs for The Project caused by changes in general scope, extent or character or design requirements or Construction Cost for The Project, and furnish a revised opinion of probable Total Project Costs for The Project based on said Drawings and Specifications.

1.4.4. If required by ENGINEER, assist in preparing those portions of the Bidding Documents and the Contract Documents that pertain to The Project (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers' Joint Contract Documents Committee).

1.4.5. Furnish five copies of the Drawings and Specifications.

The duties and responsibilities of ASSOCIATE ENGINEER during the Final Design Phase are amended and supplemented in each individual Work Authorization.

1.5. Bidding or Negotiating Phase. (As Required)

After written authorization from ENGINEER to proceed with the Bidding or Negotiating Phase, ASSOCIATE ENGINEER shall:

1.5.1. Assist ENGINEER in advertising for and obtaining bids or negotiating proposals for construction, materials, equipment and services for The Project and, where applicable, attend prebid conferences.

1.5.2. Assist ENGINEER to issue addenda as appropriate to interpret, clarify or expand the Bidding Documents for The Project.

1.5.3. Consult with and advise ENGINEER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (hereinafter called the "Contractor") for those portions of the work for The Project as to which such acceptability is required by the Contract Documents.

1.5.4. Consult with and advise ENGINEER concerning, and determine the acceptability of, substitute materials and equipment proposed by Contractor when substitution prior to award of the contract is allowed by the Bidding Documents.

1.5.5. Attend the bid opening and assist ENGINEER in preparing bid tabulation sheets and in evaluating bids or proposals and in assembling and awarding the contract for The Project.

The duties and responsibilities of ASSOCIATE ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in each individual Work Authorization.

1.6. Construction Phase. (As Required)

After written authorization from ENGINEER to proceed with the Construction Phase, ASSOCIATE ENGINEER shall:

1.6.1. *General Administration of Construction Contract.* ASSOCIATE ENGINEER shall consult with, advise and assist ENGINEER to act as the representative of OWNER with respect to The Project. All of ASSOCIATE

ENGINEER's communications to Contractor will be through, or with the knowledge of, ENGINEER.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor on The Project while it is in progress:

1.6.2.1. ASSOCIATE ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ASSOCIATE ENGINEER deems necessary, or as ENGINEER may request, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work on The Project. Based on information obtained during such visits and on such observations, ASSOCIATE ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep ENGINEER informed of the progress of the work on The Project.

1.6.2.2. The purpose of ASSOCIATE ENGINEER's visits to the site will be to enable ASSOCIATE ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ASSOCIATE ENGINEER during the Construction Phase, and, in addition, by exercise of ASSOCIATE ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER and ENGINEER a greater degree of confidence that the completed work of Contractor on The Project will conform generally to the Contract Documents for The Project and that the integrity of the design concept as reflected in the said Contract Documents has been implemented and preserved by Contractor. On the other hand, ASSOCIATE ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ASSOCIATE ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for The Project, for safety precautions and programs incident to said work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing its work. Accordingly, ASSOCIATE ENGINEER can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, ASSOCIATE ENGINEER shall consider the acceptability of Contractor's work while it is in progress, and shall consult with and advise ENGINEER whenever ASSOCIATE ENGINEER believes that such work will not produce The Project in general conformity with the Contract Documents or that such work will prejudice the integrity of the design concept of The Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications.* ASSOCIATE ENGINEER shall assist ENGINEER in issuing necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

1.6.5. *Shop Drawings.* ASSOCIATE ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edit.) of the Engineers' Joint Contract Documents Committee), samples and other data which Contractor is required to submit for The Project, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* ASSOCIATE ENGINEER shall consult with and advise ENGINEER concerning, and determine the acceptability of, substitute or "or equal" materials and equipment proposed by Contractor for The Project, but subject to the provision of paragraph 2.1.9.

1.6.7. *Inspections and Tests.* ASSOCIATE ENGINEER shall make recommendations to ENGINEER concerning special inspection or testing of Contractor's work, and the receipt and review of all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents for The Project).

1.6.8. *Disagreements between OWNER and Contractor.* ASSOCIATE ENGINEER shall assist ENGINEER in acting as initial interpreter of the requirements of the Contract Documents for The Project and judge of the acceptability of the work thereunder and in rendering initial decisions on all claims of OWNER and Contractor relating to the acceptability of such work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of such work. Such decisions shall be fair and not show partiality to OWNER or Contractor

and ASSOCIATE ENGINEER shall not be liable in connection with any decision rendered in good faith in such capacity.

1.6.9. *Applications for Payment.* Based on ASSOCIATE ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ASSOCIATE ENGINEER shall assist ENGINEER to determine the amounts owing to Contractor and, if requested by ENGINEER, recommend in writing to ENGINEER payments to Contractor in such amounts; such recommendations of payment will constitute a representation to ENGINEER, based on such observations and review, that the work for The Project has progressed to the point indicated, that, to the best of ASSOCIATE ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ASSOCIATE ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ASSOCIATE ENGINEER shall not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ASSOCIATE ENGINEER to check the quality or quantity of Contractor's work as it is furnished and provided beyond the responsibilities specifically assigned to ASSOCIATE ENGINEER in this Agreement and the Contract Documents for The Project. ASSOCIATE ENGINEER's review of Contractor's work for the purposes of recommending payments will not impose on ASSOCIATE ENGINEER responsibility to supervise, direct or control such work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to its furnishing and performing the work. It shall also not impose responsibility on ASSOCIATE ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.6.10. *Contractor's Completion Documents.* ASSOCIATE ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents for The Project (but such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests or approvals indicates compliance with, such Contract Documents); and shall transmit them to ENGINEER with written comments.

1.6.11. *Substantial Completion.* ASSOCIATE ENGINEER shall assist ENGINEER in conducting an inspection to determine if the work for The Project is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and Contractor that the work for The Project is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. *Final Notice of Acceptability of the Work.* ASSOCIATE ENGINEER shall assist ENGINEER in conducting a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ASSOCIATE ENGINEER shall also provide a notice in the form attached hereto as Exhibit AE-D (the "Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph 1.6.9.2) to the best of ASSOCIATE ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.6.13. *Limitation of Responsibilities.* ASSOCIATE ENGINEER shall not be responsible for the acts or omissions of Contractor, or of any subcontractor or supplier, or any of Contractor's or subcontractor's or supplier's agents or employees or any other person (except ASSOCIATE ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of Contractor's work; however, nothing contained in paragraphs 1.6.1 through 1.6.12, inclusive, shall be construed to release ASSOCIATE ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ASSOCIATE ENGINEER in the Contract Documents.

The duties and responsibilities of ASSOCIATE ENGINEER during the Construction Phase are amended and supplemented in each individual Work Authorization.

SECTION 2—ADDITIONAL SERVICES OF ASSOCIATE ENGINEER

2.1. General.

Only if and when authorized in writing by ENGINEER, ASSOCIATE ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.19, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in each Work Authorization. These will be paid for by ENGINEER, as indicated in each Work Authorization.

2.1.1. Assisting ENGINEER in the preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; in the preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of The Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond ASSOCIATE ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural services incidental thereto); and providing data or services of the types described in paragraph 3.4 when ENGINEER employs ASSOCIATE ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. When ASSOCIATE ENGINEER's compensation for Basic Services is on the basis of a lump sum or percentage of construction cost or cost plus a fixed fee method of payment:

2.1.8.1. services resulting from the award of more than one prime contract for construction, materials or equipment for The Project; and

2.1.8.2. services resulting from the arranging for performance by persons other than the principal prime Contractor of services for OWNER and administering OWNER's contracts for such services.

2.1.9. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the services rendered; services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor and services after the award of the contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and, services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.10. Services during out-of-town travel required of ASSOCIATE ENGINEER other than visits to the site or OWNER's or ENGINEER's office as required by Section 1.

2.1.11. Furnishing for ENGINEER, on request, a set of reproducible record prints of Drawings showing changes

made during the construction process, based on the marked-up prints, Drawings and other data for The Project furnished by the Contractor and which ASSOCIATE ENGINEER considers significant.

2.1.12. Assistance in connection with bid protests, rebidding or renegotiating the contract for construction of The Project, except when such assistance is required to complete services called for in paragraphs 6.3.2. and 6.3.3.

2.1.13. Services in connection with any partial utilization of any part of The Project by OWNER prior to substantial completion.

2.1.14. Additional or extended services during the construction of The Project made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by Contractor.

2.1.15. Evaluating an unreasonable number of claims submitted by Contractor or others in connection with the work.

2.1.16. Preparation of operating, maintenance and staffing manuals; protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting and balancing); assisting OWNER to train OWNER's staff to operate and maintain The Project; and, assisting OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for The Project.

2.1.17. Services or consultation after completion of the Construction Phase, such as inspection during any guarantee period and reporting observed discrepancies under guarantees called for in the construction contract for The Project (except as agreed to under Basic Services).

2.1.18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.19. Additional services in connection with The Project, including services which are to be furnished by OWNER or ENGINEER in accordance with Article 3 and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.
(As Required)

2.2.1. If requested by ENGINEER in writing, an ASSOCIATE ENGINEER's Resident Project Representative (and assistants) will be furnished and will act as directed by ASSOCIATE ENGINEER in observing performance of the work of the Contractor on The Project. Such services will be paid for by ENGINEER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of ASSOCIATE ENGINEER's Resident Project Representative and assistants will be set forth in Exhibit C which is to be identified, attached to and made a part of this Agreement.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by ASSOCIATE ENGINEER's Resident Project Representative (if furnished) and assistants, ASSOCIATE ENGINEER shall endeavor to provide further protection for OWNER and ENGINEER against defects and deficiencies in the work of Contractor for The Project, but the furnishing of such resident Project representation will not extend ASSOCIATE ENGINEER's responsibilities or authority beyond the limitations set forth in paragraph 1.6.2.2 or elsewhere in paragraph 1.6 unless otherwise specifically noted.

SECTION 3—ENGINEER'S RESPONSIBILITIES
(As Required)

ENGINEER shall do the following in a timely manner so as not to delay the services of ASSOCIATE ENGINEER:

3.1. Designate in writing a person to act as ENGINEER's representative with respect to the services to be rendered for The Project. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ASSOCIATE ENGINEER's services for The Project.

3.2. Provide criteria and information as to OWNER's and ENGINEER's requirements for The Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER and ENGINEER will require to be included in the Drawings and Specifications.

3.3. Make available to ASSOCIATE ENGINEER information pertinent to The Project, which ENGINEER knows is reasonably available; this will include previous reports and any other data relative to design and construction of the Project.

3.4. Request from OWNER at OWNER's expense and furnish to ASSOCIATE ENGINEER, as required for performance of Basic Services for The Project (except to the extent provided otherwise in each individual Work Authorization), the following:

3.4.1. data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, rights-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ASSOCIATE ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Request OWNER to provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in each Work Authorization to enable Contractor to proceed with the layout of the work for The Project.

3.6. Request OWNER to arrange for access to and make all provisions for ASSOCIATE ENGINEER to enter upon public and private property as required for ASSOCIATE ENGINEER to perform services under this Agreement.

3.7. Request OWNER to provide such accounting, independent cost estimating and insurance counseling services as may be required for The Project, such legal services as OWNER may require or ENGINEER or ASSOCIATE ENGINEER may reasonably request with regard to legal issues pertaining to The Project including any that may be raised by Contractor, such auditing service as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's furnishing and performing the work.

3.8. Consult with ASSOCIATE ENGINEER before issuing interpretations or clarifications of ASSOCIATE ENGINEER's Drawings or Specifications, and obtain the prompt written consent of ASSOCIATE ENGINEER before acting upon Shop Drawings, samples or other submittals of Contractor or upon work directive changes or change orders affecting The Project, and assume full responsibility for any such action taken without such consultation or consent.

3.9. Give prompt written notice to ASSOCIATE ENGINEER whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope and timing of ASSOCIATE ENGINEER's services, or any defect or nonconformance in the work of Contractor affecting The Project.

3.10. Advise ASSOCIATE ENGINEER of the identity of other independent professional associates or consultants participating in the design or construction administration of The Project and the scope of their services.

3.11. When ASSOCIATE ENGINEER has requested the right to participate in any decision to accept a particular contractor, subcontractor or supplier for The Project, consult with ASSOCIATE ENGINEER to determine if ASSOCIATE ENGINEER after due investigation has reasonable objection to any such contractor, subcontractor or supplier, before ENGINEER makes a determination as to such acceptability.

3.12. Furnish ASSOCIATE ENGINEER a copy of each of the following to the extent that it pertains to ASSOCIATE ENGINEER's services for The Project: opinions or probable cost as submitted to OWNER, Bidding Documents, bid tabulations and Contract Documents (including work directive changes and change orders as issued).

3.13. The information and services to be provided by ENGINEER under this Section 3 will be without cost to ASSOCIATE ENGINEER.

SECTION 4—PERIOD OF SERVICE

4.1. The provisions of this Section 4, and the various rates of compensation for ASSOCIATE ENGINEER's services

provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of The Project through completion of the Construction Phase. ASSOCIATE ENGINEER's obligation to render services hereunder shall extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and ASSOCIATE ENGINEER's Study and Report documents and opinion of probable Total Project Costs for The Project submitted within the stipulated period indicated in each individual Work Authorization after written authorization to proceed with that phase of services which will be given by ENGINEER within thirty days after ENGINEER and ASSOCIATE ENGINEER have signed this Agreement.

4.3. After acceptance by ENGINEER of ASSOCIATE ENGINEER's Study and Report Phase documents and indication (if any) by ENGINEER of specific modifications or changes in the general scope, extent or character of the Project desired, and upon written authorization from ENGINEER, ASSOCIATE ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and submit Preliminary Design documents and a revised opinion of probable Total Project Costs for The Project within the stipulated period indicated in each individual Work Authorization.

4.4. After acceptance by ENGINEER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs for The Project and indication (if any) by ENGINEER of any specific modifications or changes in the general scope, extent or character of the Project desired by ENGINEER, and upon written authorization from ENGINEER, ASSOCIATE ENGINEER shall proceed with the performance of the services called for in the Final Design Phase of this Agreement, so as to deliver final Drawings, Specifications for all work of Contractor on The Project and a revised opinion of probable Total Project Costs for The Project within the stipulated period indicated in each individual Work Authorization.

4.5. ASSOCIATE ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by ENGINEER or (2) thirty days after the date when such submissions are delivered to ENGINEER for final acceptance plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by ENGINEER of the Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs for The Project and upon written authorization from ENGINEER, ASSOCIATE ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase.(As Required) This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with Contractor (except as may otherwise be required to complete the services called for in paragraphs 6.3.2 and 6.3.3).

4.7. The Construction Phase will commence with the execution of the construction contract for the work of The Project, and will terminate upon written recommendation by ENGINEER of final payment thereunder.

SECTION 5—PAYMENTS TO ASSOCIATE ENGINEER

5.1. Methods of Payment for Services and Expenses of ASSOCIATE ENGINEER.

5.1.1. *For Basic Services.* ENGINEER shall pay ASSOCIATE ENGINEER for all Basic Services rendered under Section 1 as designated by each Work Authorization.

5.1.2. *For Additional Services.* ENGINEER shall pay ASSOCIATE ENGINEER for Additional Services rendered under Section 2 as designated by an Additional Services Work Authorization.

5.2. Times of Payments.

5.2.1. ASSOCIATE ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred.

5.2.2. ENGINEER shall bill OWNER monthly on account of ASSOCIATE ENGINEER's services and expenses and shall pay ASSOCIATE ENGINEER within fourteen days of the time ENGINEER receives payment from OWNER on account thereof. It is intended that payments to ASSOCIATE ENGINEER will be made as ENGINEER is paid by OWNER under the Prime Agreement and that ENGINEER shall exert reasonable and diligent efforts to collect prompt payment from OWNER. In no case will payment be made to ASSOCIATE ENGINEER unless and until said monies are received by ENGINEER from OWNER.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event of a termination by ENGINEER under paragraph 7.1 upon the completion of any phase of Basic Services, progress payments due ASSOCIATE ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by ENGINEER during any phase of Basic Services, ASSOCIATE ENGINEER will be paid for services rendered during that phase on the basis of ASSOCIATE ENGINEER's Salary Costs times a factor of for services rendered during that phase to date of termination by ASSOCIATE ENGINEER's principals and employees engaged directly on The Project. In the event of any such termination, ASSOCIATE ENGINEER also will be reimbursed for the charges of ENGINEER approved independent professionals and consultants employed by ASSOCIATE ENGINEER to render Basic Services, and will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses. ENGINEER shall not be obligated to pay ASSOCIATE ENGINEER any other termination expenses. As per paragraph 5.2.2, above, no payments will be made until monies are received by ENGINEER from OWNER.

5.3.2. Fiscal records of ASSOCIATE ENGINEER pertinent to ASSOCIATE ENGINEER's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

5.4. Definitions.

5.4.1. The Salary Costs used as a basis for payment mean the salaries and wages (basic and incentive) paid to all ASSOCIATE ENGINEER's personnel engaged directly on The Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits, or as defined in the Prime Agreement, which takes precedence. For the purposes of this Agreement, the principals of ASSOCIATE ENGINEER and their current hourly Salary Costs are:

Principal	$ 115.00
	$
	$

5.4.2. Reimbursable Expenses mean the ENGINEER approved actual expenses incurred by ASSOCIATE ENGINEER or ASSOCIATE ENGINEER's independent professional associates or consultants, directly or indirectly in connection with The Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by ENGINEER, overtime work requiring higher than regular rates.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER, or as defined in Prime Agreement (which takes precedence), of those portions of the entire Project designed and specified by or under the supervision of ENGINEER, but it will not include ASSOCIATE ENGINEER's or ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.7.]

6.2. Construction Cost for The Project means the portion of the Construction Cost, as defined by the Prime Agreement, applicable to The Project.

6.3. Opinions of Cost.

6.3.1. Since ASSOCIATE ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, ASSOCIATE ENGINEER's opinions of probable Total Project Costs and Construction Cost for The Project provided for herein are to be made on the basis of experience and qualifications and represent ASSOCIATE ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ASSOCIATE ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs for The Project will not vary from opinions of probable cost prepared by ASSOCIATE ENGINEER. If prior to the Bidding or Negotiating Phase greater assurance as to Total Project or

Construction Costs is desired, ENGINEER shall employ an independent cost estimator or request OWNER to do so as provided in paragraph 3.7.

6.3.2. If a limit of Construction Cost for The Project is established by written agreement between ENGINEER and ASSOCIATE ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.3.2.1. The acceptance by ENGINEER at any time during Basic Services of a revised opinion of probable Total Project or Construction Costs for The Project in excess of the then established cost limit will constitute a corresponding revision in the applicable Construction Cost limit to the extent indicated in such revised opinion.

6.3.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.3.2.3. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established limit of Construction Cost for The Project will not be binding on ASSOCIATE ENGINEER, and ENGINEER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.3.2.4. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, ENGINEER shall request OWNER to (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ASSOCIATE ENGINEER shall modify the Contract Documents for The Project as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, ENGINEER shall pay ASSOCIATE ENGINEER the cost of such services to ASSOCIATE ENGINEER, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ASSOCIATE ENGINEER on account of such services.

6.3.3. If as a condition of the Prime Agreement a limit of Construction Cost for the Project is established as aforesaid, but no limit of Construction Cost for The Project is established in accordance with paragraph 6.3.2, ENGINEER may at any time prior to commencement of the Construction Phase for The Project require ASSOCIATE ENGINEER without additional compensation to modify ASSOCIATE ENGINEER's Drawings and Specifications as necessary to make them bear a reasonable portion of any reduction in the Construction Cost for the Project required to bring it within the cost limit specified in the Prime Agreement. In lieu of other compensation for services in making such modifications, ENGINEER shall pay ASSOCIATE ENGINEER the cost of such services to ASSOCIATE ENGINEER, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ASSOCIATE ENGINEER on account of such services.

6.3.4. The providing of the services called for by paragraphs 6.3.2 and 6.3.3 shall be the limit of ASSOCIATE ENGINEER's responsibility in this regard and having done so, ASSOCIATE ENGINEER shall be entitled to payment for services in accordance with this Agreement, and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. This Agreement will terminate automatically upon termination of the Prime Agreement. ENGINEER shall promptly notify ASSOCIATE ENGINEER of such termination.

7.2. Reuse of Documents.

All drawings, plans, specifications, programs and other documents, including those in electronic form, prepared by ASSOCIATE ENGINEER in the performance of ASSOCIATE ENGINEER's Work at any stage of the project shall be the property of ENGINEER without restriction or limitation as to further use on said project, however, such documents are not intended or represented to be suitable for reuse by ENGINEER or others on any other project. Any such reuse without specific written verification and adaptation by ASSOCIATE ENGINEER for the specific purposes intended will be at the reuser's sole risk and without liability or legal exposure to ASSOCIATE ENGINEER or to ASSOCIATE ENGINEER's independent professional associates or consultants; and ENGINEER

shall indemnify and hold harmless ASSOCIATE ENGINEER and ASSOCIATE ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from ENGINEER's reuse without such adaptation or verification. ASSOCIATE ENGINEER shall remain liable for all errors and omissions in the documents as are specific to the project for which the documents have been prepared.

7.3. Records.

7.3.1. ASSOCIATE ENGINEER shall maintain all records (fiscal and other) and design calculations on file in legible form. A copy of these shall be available to ENGINEER at ASSOCIATE ENGINEER's expense, and the originals shall not be disposed of by ASSOCIATE ENGINEER until after sixty days' prior written notice to ENGINEER.

7.3.2. ASSOCIATE ENGINEER's records and design calculations will be available for examination and audit if and as required by the Prime Agreement.

7.4. Indemnification and Insurance.

7.4.1. ENGINEER and ASSOCIATE ENGINEER shall each procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance required by this Agreement or by the Prime Agreement as incorporated into each Work Authorization.

7.4.2. Also ENGINEER and ASSOCIATE ENGINEER shall each procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable.

7.4.3. The ASSOCIATE ENGINEER shall carry and maintain for the life of the Contract per claim and in the aggregate, the following insurance coverages with an A.M. Best Rated Insurance carrier with a minimum of B+ rating in accordance with paragraphs 7.4.1 and 7.4.2 as follows:

7.4.3.1. Comprehensive General Liability insurance including contractual liability and products/completed operations liability with a Combined Single Limit of $1,000,000 per occurrence, with a general aggregate of $2,000,000.

7.4.3.2. Comprehensive Auto Liability insurance with a Combined Single Limit of $1,000,000 per occurrence.

7.4.3.3. Workers Compensation with Employers Liability Limits of $500,000/$500,000/$500,000. A waiver of subrogation in favor of LAN and (Client) et al is required.

7.4.3.4. Excess or Umbrella Liability insurance of $1,000,000.

Lockwood, Andrews & Newnam, Inc. and *(Client)* shall be named as Additional Insured on all of the above policies excluding Workers Compensation as indicated in Article 4 of each Work Authorization.

ASSOCIATE ENGINEER shall provide a Waiver of Subrogation in favor of LAN and *(Client)* on all of the above policies as indicated in Article 4 of each Work Authorization.

7.4.3.5. ***Professional Liability insurance of $1,000,000 per claim and in the aggregate.***

Professional Liability insurance of $500,000 (surveying services) per claim and in the aggregate.

ASSOCIATE ENGINEER shall maintain such Professional Liability coverage for the life of the Contract plus three years.

7.4.3.6. All such insurance shall have minimum limits of liability as indicated. ASSOCIATE ENGINEER shall furnish ENGINEER with an original certificate of insurance, including a 30-day notice of cancellation provision. Failure by ASSOCIATE ENGINEER to provide a certificate of insurance bearing the referenced coverages and/or to renew certificates on an annual basis will result in payments for services being withheld from ASSOCIATE ENGINEER. ASSOCIATE ENGINEER hereby waives all rights to place liens on any property, etc., as a result of holding of said payments by ENGINEER. The above remedies shall remain in effect for the life of the contract, including Amendments thereto, plus three years. The certificates of insurance shall be delivered to the Project Manager identified in each Work Authorization. ENGINEER's failure to enforce the requirements shall not be deemed a waiver of the limits or requirements set forth in this Agreement and Associate Engineer shall remain responsible for such requirements.

7.4.4. *INDEMNIFICATION.*

7.4.4.1. ASSOCIATE ENGINEER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO DEFEND, INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS CLIENT FROM ANY AND ALL LIENS, INCLUDING, BUT NOT LIMITED TO LABORERS', MATERIALMEN'S AND MECHANICS' LIENS, LOSSES, CLAIMS, AND DAMAGES AND CAUSES OF ACTION OF EVERY NATURE OR CHARACTER IN CONNECTION WITH PAYMENTS FOR WHICH ASSOCIATE ENGINEER SHALL BE LEGALLY LIABLE FOR INCLUDING LABOR, MATERIALS, EQUIPMENT, ROYALTIES, AND PATENT RIGHTS FURNISHED TO ASSOCIATE ENGINEER , ITS SUBCONTRACTORS AND ASSOCIATE ENGINEERS USED IN THE PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT ENGINEER SHALL HOLD ASSOCIATE ENGINEER HARMLESS AGAINST ANY AND ALL LIABILITY ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS COVERING EQUIPMENT, METHODS OR PROCESSES FURNISHED BY ENGINEER OR WHICH ENGINEER REQUIRES ASSOCIATE ENGINEER TO USE.

7.4.4.2. ASSOCIATE ENGINEER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS CLIENT FROM AND AGAINST ANY AND ALL DAMAGED, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS IN CONNECTION WITH THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ASSOCIATE ENGINEER , ITS SUBCONTRACTORS AND ASSOCIATE ENGINEERS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FOR WHICH ASSOCIATE ENGINEER IS FOUND TO BE LEGALLY LIABLE.

7.4.4.3 ENGINEER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY AND HOLD HARMLESS ASSOCIATE ENGINEER FROM AND AGAINST DAMAGES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS IN CONNECTION WITH THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER, ITS OTHER SUBCONTRACTORS AND ASSOCIATE ENGINEERS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FOR WHICH ENGINEER IS FOUND TO BE LEGALLY LIABLE.

7.4.4.4. INDEMNITY PROVISIONS OF ANY PRIME AGREEMENT SHALL TAKE PRECEDENT OVER THE INDEMNITY PROVISIONS HEREIN.

7.4.5. ASSOCIATE ENGINEER AND ENGINEER WILL ALSO CAUSE OTHER INDEPENDENT PROFESSIONAL ASSOCIATES AND ASSOCIATE ENGINEERS RETAINED RESPECTIVELY BY ASSOCIATE ENGINEER AND ENGINEER TO PROCURE AND MAINTAIN COMPARABLE PROFESSIONAL LIABILITY AND OTHER INSURANCE COVERAGE AND PROVIDE INDEMNIFICATION AS SET FORTH IN PARAGRAPHS 7.4.3.1 THROUGH 7.4.3.5.

7.5. Laws/Regulations.

7.5.1. This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5.2. ENGINEER and ASSOCIATE ENGINEER hereby certify that each are bound by the policy of non-discrimination and equal employment opportunity and/or committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statute or regulation. Both parties agree that the contents of this paragraph shall be included in all other subcontracts issued by either party pursuant to this Agreement.

7.6. Dispute Resolution.

7.6.1. To the extent that ENGINEER and OWNER have agreed to a method and procedure for resolving disputes arising out of or relating to the Prime Agreement, ASSOCIATE ENGINEER shall be bound by such resolution method and procedure. Such dispute resolution agreement shall be attached to and made part of each individual Work Authorization as part of Exhibit A.

7.7. Successors and Assigns.

7.7.1. ENGINEER and ASSOCIATE ENGINEER each is hereby bound, and the partners, successors, executors, administrators and legal representatives of each (and to the extent permitted by paragraph 7.6.2 the assigns of ENGINEER and ASSOCIATE ENGINEER) are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2. Neither ENGINEER nor ASSOCIATE ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ASSOCIATE ENGINEER from employing such independent professional associates and consultants as ASSOCIATE ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than ENGINEER and ASSOCIATE ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of ENGINEER and ASSOCIATE ENGINEER and not for the benefit of any other party.

[The remainder of this page was left blank intentionally.]

SECTION 8—SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. Special Provisions.

This Agreement is subject to the following special provisions.

8.1.1. Upon execution, each individual Work Authorization will be attached to and made a part of this Agreement. No work shall be accomplished under this Agreement without an executed Work Authorization describing the specific scope of work and the other project-specific contract items relating to the project described in the Work Authorization.

8.1.2. Additional special provisions may be listed in each individual Work Authorization.

8.2. Exhibits and Schedules.

8.2.1. The following Exhibits are attached to and made a part of This Agreement and are applicable to each individual Work Authorization to the extent that a Resident Project Representative is required.

8.2.1.1. Exhibit C "Duties, Responsibilities and Limitations of Authority of Associate Engineer's Resident Project Representative" consisting of __ pages.

8.2.1.2. Exhibit D "Notice of Acceptability of Work" consisting of __ pages.

8.2.2. The following Exhibits will be attached and made a part of each individual Work Authorization:

8.2.2.1. Exhibit A—copy of portions of Prime Agreement consisting of __ pages plus the following exhibits and schedules:

8.2.2.2. Exhibit B and additional exhibits – as required by any individual Work Authorization.

8.3. This Agreement (consisting of pages 1 to __, inclusive) together with the Exhibits and schedules identified above constitute the entire Master Agreement between ENGINEER and ASSOCIATE ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER	ASSOCIATE ENGINEER
_____	_____
_____	_____
_____	_____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

This is **EXHIBIT C**, consisting of __ pages, referred to in the **Master Agreement between ENGINEER and ASSOCIATE ENGINEER for Professional Services**, dated _____, 20___.

Initial:
ENGINEER _____
ASSOCIATE ENGINEER _____

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

ASSOCIATE ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ASSOCIATE ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ASSOCIATE ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ASSOCIATE ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ASSOCIATE ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In particular, the specific limitations set forth in paragraph 1.6 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ASSOCIATE ENGINEER in ASSOCIATE ENGINEER's agreement with ENGINEER, including pertinent portions of the Prime Agreement attached hereto as Exhibit AE-A, and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ASSOCIATE ENGINEER's agent at the site, will act as directed by and under the supervision of ASSOCIATE ENGINEER, and will confer with ASSOCIATE ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ASSOCIATE ENGINEER and Contractor, keeping ENGINEER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with ENGINEER with the knowledge of and under the direction of ASSOCIATE ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ASSOCIATE ENGINEER concerning acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
   a. Serve as ASSOCIATE ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison, through ENGINEER, with Contractor when Contractor's operations affect OWNER's on-site operations.

b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*
   a. Record date of receipt of Shop Drawings and Samples.

   b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.

   c. Advise ASSOCIATE ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ASSOCIATE ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
   a. Conduct on-site observations of the Work in progress to assist ASSOCIATE ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to ASSOCIATE ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ASSOCIATE ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ASSOCIATE ENGINEER appropriate details relative to the test procedures and startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ASSOCIATE ENGINEER.

6. *Interpretation of Contract Documents:* Report to ASSOCIATE ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ASSOCIATE ENGINEER. Transmit to Contractor in writing decisions as issued by ASSOCIATE ENGINEER.

8. *Records:*
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ASSOCIATE ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

   b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ASSOCIATE ENGINEER.

   c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

9. *Reports:*
   a. Furnish to ASSOCIATE ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

   b. Consult with ASSOCIATE ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

   c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ASSOCIATE ENGINEER Change Orders, Work Change Directives, and Field Orders.

   d. Report immediately to ASSOCIATE ENGINEER, ENGINEER and OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ASSOCIATE ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ASSOCIATE ENGINEER for review and forwarding to OWNER, through ENGINEER, prior to final payment for the Work.

12. *Completion:*
   a. Before ASSOCIATE ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

   b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

   c. Conduct a final inspection in the company of ASSOCIATE ENGINEER, ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

   d. Observe whether all items on final list have been completed or corrected and make recommendations to ASSOCIATE ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ASSOCIATE ENGINEER.

2. Shall not exceed limitations of ASSOCIATE ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ASSOCIATE ENGINEER.

[Note: If the work designed or specified by ASSOCIATE ENGINEER is to be provided or performed under more than one contract or the times of performance are to be staggered, the provisions of this Exhibit should be amended or supplemented as required.]

This is **EXHIBIT D**, consisting of __ pages, referred to in the **Master Agreement between ENGINEER and ASSOCIATE ENGINEER for Professional Services**, dated _____, 20___.

Initial:
ENGINEER _____
ASSOCIATE ENGINEER _____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT _____

OWNER _____

OWNER's Contract No. _____

CONTRACTOR _____

CONSTRUCTION CONTRACT DATE _____

ENGINEER Lockwood, Andrews & Newnam, Inc. LAN Contract No.: _____

ASSOCIATE ENGINEER _____

To _____
ENGINEER

And To _____
OWNER

And To _____
CONTRACTOR

The undersigned hereby gives notice to the above ENGINEER, OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable expressly subject to the provisions of the above Contract and the terms and conditions set forth on the reverse side hereof.

_____
ASSOCIATE ENGINEER

Dated:

_____, 20__

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice on the front side of this paper is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the Engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of ASSOCIATE ENGINEER.

3. Said Notice is given as to the best of ASSOCIATE ENGINEER's knowledge, information and belief.

4. Said Notice is based entirely on and expressly limited by the scope of services ASSOCIATE ENGINEER has been employed by OWNER, through ENGINEER, to perform or furnish during construction of the Project (including observation of the Work) under ASSOCIATE ENGINEER's Agreement with ENGINEER and under the Contract referenced on the reverse hereof, and applies only to facts that are within ASSOCIATE ENGINEER's knowledge or could reasonably have been ascertained by ASSOCIATE ENGINEER as a result of carrying out the responsibilities specifically assigned to ASSOCIATE ENGINEER under ASSOCIATE ENGINEER's Agreement with ENGINEER and the Contract referenced on the reverse hereof.

5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the above-referenced Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

EXHIBIT F

Truth-In-Negotiation Certificate

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE DESIGN CRITERIA PROFESSIONAL FOR THE REPLACEMENT/REHABILITATION OF A 72" SANITARY SEWAGE FORCE MAIN ALONG NW/NE 159 ST BETWEEN NW 17 AVE AND NE 10 AVE

PROJECT NUMBER E12-WASD-02

Before me the undersigned authority appeared Rafael Ortega (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

(Signature of Authorized Representative)

Title Vice President

Date 11.14.12

STATE OF: Texas

COUNTY OF: Harris

The above certifications/verifications were acknowledged before me this 14th day of November, 2012,

by Rafael Ortega,
(Authorized Representative)

of Lockwood, Andrews & Newnam, Inc.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Sylvia Sosa
(Print Name)

Notary Stamp or Seal:
SYLVIA SOSA
Notary Public, State of Texas
My Commission Expires
March 10, 2015

Notary Commission Number: _____
My Commission Expires: March 10, 2015