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

Memorandum

MIAMI-DADE COUNTY

Amended
Agenda Item No. 8(L)(1)

Date: June 18, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for Professional Bond Engineering Services - Contract No: E11-PWWM-01 to Arcadis U.S., Inc. Resolution No. R-475-13

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Professional Services Agreement (PSA) between Arcadis U.S., Inc. and Miami-Dade County in an amount not to exceed $3,471,600. No minimum compensation is guaranteed. This PSA provides for Professional Bond Engineering services for County Solid Waste System projects. The initial term of this PSA is for three (3) years, with one (1), two-year option to renew. The total payments to the Engineer for all Professional Services requested during the initial three-year term, including contingency, shall not exceed $3,471,600. Should the County exercise the two-year renewal period, total payments to the Engineer for all Professional Services requested during the renewal period shall not exceed $2,184,000.00 for a total of $5,655,600.

This recommendation results from a competitive selection process for Professional Bond Engineering services. This contract award has no Community Business Enterprise (CBE) goal (see Attachment 2).

Scope

The scope of work includes duties associated with the County Solid Waste System (System) pursuant to Bond Ordinance 96-168 including: review of the Public Works and Waste Management Department's (PWWM) financial transactions, engineering decisions and future plans; preparation of an Annual Report regarding Resources Recovery Facility operations and an Annual Report regarding the overall System, to include evaluation of facility conditions, operating efficiency and rates and charges; approval of disbursements for the Landfill Closure Grants and interlocal agreements; assistance with oversight of the Resources Recovery Facility operation; and providing ancillary and supportive services related to the primary scope.

Fiscal Impact/Funding Source

Funding for services rendered under this PSA will be drawn from Solid Waste System proprietary funds which include Solid Waste Revenue Bonds Series 2005, Disposal Operating Revenues and Future Notes/Bonds.

Track Record/Monitor

This contract will be monitored by Lee Casey, Division Director for PWWM Technical Services and Environmental Affairs.

Delegated Authority

The County Mayor or County Mayor's designee has the authority to execute, implement, and exercise the two-year option to renew period for the contract.

Background

Ordinance No. 96-168 (Bond Ordinance) requires that as long as bonds are outstanding, the County must employ a nationally recognized, independent consultant (Bond Engineer) to provide certain services, analyses and certifications associated with the operation and maintenance of the County's Solid Waste System. The Bond Engineer's primary responsibilities are set forth in Bond Ordinance Sections 208, 605, 607, 612 and 619; the Comprehensive Landfill Closure Plan Grant and Interlocal Agreements; and the Operations and Management Agreement with Covanta regarding the Miami-Dade County Resources Recovery Facility.

With respect to duties required under the Bond Ordinance, should the County desire to issue additional bonds backed by the System, Section 208 requires that the Bond Engineer, prior to issuance of those additional bonds, publish a report certifying the adequacy of revenues to meet the additional obligation and the assumptions upon which its opinion is based. The Bond Engineer's responsibilities under Section 605 entail reviewing and approving plans for improvements to the System and the operation and maintenance of such improvements as part of the System. Duties and responsibilities under Section 607 include performing analyses and evaluations of the adequacy of the rates and charges collected by the System for services rendered and issuing a report setting forth its recommendations and other advice as to any needed revisions to the rates and charges collected by the System. This report must be filed on or before July 1st of each year and must include a recommendation of the amount that should be deposited monthly in the Renewal and Replacement Fund. Additionally, under this Section of the Bond Ordinance, the Bond Engineer conducts annual physical inspections of each facility in the System, including the Resources Recovery Facility. Findings and observations resulting from the physical inspections are documented in comprehensive and detailed written reports, which assess the condition of each of the facilities including recommendations for repairs, replacements, and improvements. Section 612 requires the Bond Engineer to review any private waste disposal facility permits and evaluate whether the facility would compete or would tend to compete with the System. The Bond Engineer must approve the Director's determination that such facility will not compete or tend to compete with the System, while Section 617 governs the procedure and analysis governing disposition of System property and use of proceeds derived there from.

Via Resolution R-244-04, the Board authorized development of the Comprehensive Landfill Closure Plan. This legislation created the framework by which agreements could be developed or entered into with certain Cities to remediate City owned, former landfill sites. The County has entered into agreements with three Cities to remediate former landfill sites. The Bond Engineer oversees disbursements to Cities engaged in such remedial action projects for conformance with the funding agreements and Section 24-34 of the Miami-Dade County Code (Code). These determinations are made through onsite inspections and evaluation of plans and other documentation submitted in support of such requests.

The Resources Recovery Facility is the most significant element of the System and is among the largest and most complex facilities of its kind in the world. The County has entered into a long-term Resources Recovery Facility Operations and Management Agreement (Agreement) with Covanta Dade Renewable Energy, LTD until 2023, with four (4) additional five-year options to renew the agreement until 2043. The Bond Engineer assists County personnel overseeing and evaluating facility compliance with contractual requirements; provides technical expertise and evaluation of facility RRF's components; reviews and renders an opinion on proposed capital improvements or modifications to the

facility; and provides continuous surveillance of the physical condition and operational status of the facility as required by the Agreement.

On June 13, 2012, a Request to Advertise for the PSA was filed with the Clerk of the Board. On August 24, 2012, the Clerk of the Board received three (3) proposals in response to this solicitation. Arcadis U.S., Inc. was evaluated and selected as the top-rated firm. Malcolm Pirnie, Inc., the current Bond Engineer, was acquired by Arcadis, U.S., Inc. in 2009, subsequent to the prior award of the PSA. The new PSA will be with Arcadis US, Inc., however, the Bond Engineer's staff will essentially remain the same.

Attachment 1 contains detailed information on the technical certification requirements, results of the competitive process, and other information regarding this PSA.

Alina T. Hudak
Deputy Mayor

ATTACHMENT 1

Scope

Project Name: Professional Bond Engineering Services

Project No: E11-PWWM-01

Contract No: E11-PWWM-01

Project Description: Miami-Dade County Public Works and Waste Management Department (PWWM) will require professional bond engineering services from a qualified consultant to fulfill and perform the duties of bond consultant as set forth in Bond Ordinance No. 96-168 (Bond Ordinance), Sections 208, 503, 605, 607, 612, 619, and the Comprehensive Landfill Closure Plan. The services of a Bond Engineer (Engineer) are required as part of each bond agreement and associated financing documents. The Engineer is required to act on behalf of the bond holders to execute a scope of services which consists of, but is not limited to, the following:

- Review of PWWM's financial transactions, engineering decisions, and future plans
- Annual inspection of PWWM's facilities and financial records, pursuant to Sections 208, 503, 605, 607, 612, 619 of the Bond Ordinance, and the Comprehensive Landfill Closure Plan
- Preparation and submittal of annual reports to the Department regarding the Resources Recovery Facility and other System facilities. Said reports shall evaluate the following: systems and facilities' physical conditions, operating efficiency, and rates and charges
- Recommendations for advisable revisions or modifications and determination of the amount that shall be deposited monthly to credit the Department's Renewal and Replacement Fund, during the following fiscal year, and pursuant to Section 508 of the Bond Ordinance
- Generate recommendations, approvals, and/or certifications as required in the Bond Ordinance, the Operations and Management Agreement by and between Miami-Dade County and Covanta Dade Renewable Energy, Ltd., and the Comprehensive Landfill Closure Plan
- Review disbursement of landfill closure grants and draw requests in accordance with Miami-Dade County Code, Section 24-34

- Perform all services required by the Bond Ordinance and the Covanta Agreement, whether or not specifically listed herein
- Perform any supportive ancillary tasks to the primary scope of services

Project Location: Countywide

Primary Commission District: Various Districts

Commission District Impacted: Countywide

Approval Path: Mayor's Authority

ISD A&E Project Number: E11-PWWM-01

Using Department: Public Works and Waste Management Department

Managing Department: Public Works and Waste Management Department

Fiscal Impact/Funding Source

Funding Source: Solid Waste System Revenue Bonds Series 2005, Disposal Operating Revenues and Future Notes/Bonds

Operations Cost Impact/Funding: N/A
Maintenance Cost: N/A

Life Expectancy of Asset: N/A

PTP Funding: No

GOB Funding: No

ARRA Funding: No

Capital Budget Projects:

Capital Budget Project # - Description	RTA ESTIMATE
999999999 – Non-Capital Project	$4,410,600.00

	Book Page: Operating Revenues (Technical Services; Landfill Facilities Operations, Transfer Stations, Resources Recovery), Funding Year: 2011-2012, 2012-2013, 2013-2014	
	5010690 – Munisport Landfill Closure Grant Book Page: 212, Funding Year: 2011-2014 and prior years	$530,000.00
	508640 – Resources Recovery – Capital Improvements Projects	$40,000.00
	503400 – Virginia Key Landfill Study and Closure Grant, Book Page: 217, Funding Year: 2012-2013; 2013-2014; 2014-2015	$675,000.00
	Capital Budget Projects Total:	$5,655,600.00

Project Technical Certification Requirements:

Prime: 7.00 - Solid Waste Collection and Disposal Systems

Other: 19.07 - Value Analysis and Life-Cycle Costing - Solid Waste Collection and Disposal Systems

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)

Does the project qualify for compliance with the Sustainable Buildings Ordinance? No

NTPC'S DOWNLOADED: 62

PROPOSALS RECEIVED: 3

ESTIMATED ORIGINAL CONTRACT PERIOD: 5 years (Exclusive of the warranty administration period)

TOTAL ESTIMATED CONTRACT PERIOD: Three (3) years with one two (2) year option to renew. The two (2) year option to renew is based solely on the approval of the County Mayor or County Mayor's designee.

ESTIMATED CONTINGENCY PERIOD: 182 Days

IG FEE INCLUDED IN BASE CONTRACT:	Yes		
ART IN PUBLIC PLACES:	No		
BASE ESTIMATE:	**AMOUNT:** $3,156,000.00		**ESTIMATE COMMENT:** The selected consultant is not entitled to any minimum amount of services or fees under said PSA.
OPTION TO EXTEND:	**AMOUNT:** $2,184,000.00	**DAYS:** 730 days	**EXTENSION COMMENT:** The County Mayor or County Mayor's designee has the authority to extend the PSA duration for a two (2) year period.
CONTINGENCY ALLOWANCE: (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE** PSA	**PERCENT** 10%	**AMOUNT COMMENT** $315,600.00
TOTAL DEDICATED ALLOWANCE:	$0.00		
COST ESTIMATE:	$5,655,600.00		

TRACT RECORD/ MONITOR

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	Conduct bond consulting services at Resources Recovery and other Solid Waste Facilities operated by the Public Works and Waste Management Department throughout Miami-Dade County.
SUBMITTAL DATE:	8/24/2012
ESTIMATED NOTICE TO PROCEED:	6/18/2013

PRIME CONSULTANT:	Arcadis, U.S. Inc.
COMPANY PRINCIPAL:	Catherine Mallon – Traynor Vice President
COMPANY QUALIFIERS:	Antonio Guillen, PE Christopher Tilman, PE
COMPANY EMAIL ADDRESS:	cgray@arcadis-us.com camille.baker@arcadis-us.com
COMPANY STREET ADDRESS:	5201 Blue Lagoon Drive 9th Floor
COMPANY CITY-STREET-ZIP:	Miami, Florida 33126
YEARS IN BUSINESS:	125
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	Pursuant to the Firm History Report provided by the Regulatory and Economic Resources Department, Arcadis U.S. Inc. has been awarded 0 contracts with the County within the last five (5) years for a total value of $0.00. Arcadis U.S. Inc. did however acquire the current Bond Engineering firm of Malcolm Pirnie, Inc. in 2009, subsequent to award of the prior PSA.
SUBCONSULTANTS:	Planning and Economics Group, Inc.
DUE DILIGENCE:	Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Consultant responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Consultant responsibility. This information is being provided pursuant to Resolution R-187-12
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes. The prime consultant shall have the following expertise: (1) A minimum of three years of engineering experience in the field of municipal solid waste management, including waste-to-energy, within the last five (5) years from the date of this

solicitation.

(2) A minimum of three years of experience performing bond engineering services for comparable (incinerating in excess of 200,000 tons of waste per year) sized solid waste facilities within the last five (5) years from the date of this solicitation.

This expertise must be met by a qualified individual(s) of the prime consultant's firm. Expertise with value engineering, technical certification category 19.07, may be met by a qualified individual(s) of the prime consultant's sub-consultant. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the project manager level or above.

REVIEW COMMITTEE:	MEETING DATE:	SIGN-OFF DATE:
Rick Rayborn Wieland Uchdorf Juan Hernandez Diana Gonzalez Wilbur Mayorga	10/26/12, 11/19/12	

RESPONSIBLE WAGES:	No
APPLICABLE WAGES: (RESOLUTION NO. 54-10)	N/A
REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	No Measure
MANDATORY CLEARING HOUSE:	N/A
CONTRACT MANAGER: NAME / PHONE / EMAIL:	Olga Espinosa-Anderson (305) 514-6730 oe1@miamidade.gov
PROJECT MANAGER: NAME / PHONE / EMAIL:	Lee Casey (305) 514-6670 le1@miamidade.gov

BACKGROUND

Background: An independent bond engineer is required to act on behalf of the bond-holders to review financial transactions and abilities, engineering decisions, and future plans, as part of each bond agreement and associated financing documents.

DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:

COMMITTEE MEMBER & TITLE	YEAR HIRED	GENDER/ ETHNICITY	EDUCATION	PROFESSIONAL LICENSES
Rick Rayborn, Accountant 4	1992	Male African-American	Bachelors	N/A
Wieland Uchdorf, Facility Engineer	1999	Male Caucasian	PhD	N/A
Juan Hernandez, Construction Manager 2	2001	Male Hispanic	Bachelors	P.E.
Diana Gonzalez, S.P.A. 2	1987	Female	Bachelors	N/A
Wilbur Mayorga, Chief	1990	Male	Bachelors	P.E

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: BOND ENGINEERING SERVICES (SIC 871)

Received Date: 05/08/2012

Project/Contract No: E11-PWWM-01

Funding Source: VARIOUS

Department: SOLID WASTE MANAGEMENT

Estimated Cost of Project/Bid: $5,655,600.00

Resubmittal Date(s):

Description of Project/Bid: To establish a Professional Services Agreement for Professional Bond Engineering services from a qualified consultant to fulfill and perform the duties of bond consultant as set forth in Bond Ord. No. 96-168, Sections 208, 503, 605, 607, 612, 619 and the comprehensive landfill closure plan. The services of a bond engineer is required as part of each bond agreement and associated financing documents.

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	

Reasons for Recommendation

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

**Of the nine (9) CBE firms certified in 7.00 (the Technical Category identified for the prime), only one (1) responded to the "Verification of Availability", precluding a Tier 2 CBE Set-Aside. Additionally, only two (2) CBE firms are certified in the sub-consultant technical category 19.07, precluding a CBE sub-consultant goal.

**Funding Sources: Solid Waste System Revenue Bond Series 2005 and Disposal Operating Revenues and Future Notes/Bonds.

SIC 871 - Architectural and Engineering Services

Technical Category: 0700-Solid Waste Collection & Disposal Systems; 1907-Value Analysis/Life-Cycle Costing-Solid Waste Coll

Analysis for Recommendation of a Goal

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

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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 _____ Bid Preference _____

No Measure ✓ Deferred _____ Selection Factor _____

CWP _____

SBD Director Date

DBDR0090 v.20120301

11

MEMORANDUM
(Revised)

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

DATE: June 18, 2013

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

SUBJECT: Amended Agenda Item No. 8(L)(1)

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 _____

Amended
Agenda Item No. 8(L)(1)
6-18-13

RESOLUTION NO. R-475-13

RESOLUTION APPROVING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA), IN AN AMOUNT NOT TO EXCEED $5,655,000.00, TO ARCADIS U.S., INC. FOR PROFESSIONAL BOND ENGINEERING SERVICES, PROJECT NO. E11-PWWM-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY

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:

Section 1. Approves the award of a Professional Services Agreement (PSA) to Arcadis U.S., Inc., in an amount not to exceed five million six hundred fifty-five thousand dollars ($5,655,000.00), for Project No. E11-PWWM-01; Contract No. E11-PWWM-01, in substantially for form attached hereto and made part hereof.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the attached Professional Services Agreement (PSA) on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, 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	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of June, 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.

Thomas H. Robertson

Memorandum

MIAMI-DADE COUNTY

Date: November 1, 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
Department of Public Works and Waste Management (PWWM)
Professional Bond Engineering Services
ISD Project No. E11-PWWM-01

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.: E11-PWWM-01

Project Title: Professional Bond Engineering Services

Scope of Services Summary: Miami-Dade County's PWWM Department will require professional bond engineering services from a qualified consultant to fulfill and perform the duties of bond consultant as set forth in Bond Ordinance No. 96-168 (Bond Ordinance), Sections 208, 503, 605, 607, 612, 619, and the Comprehensive Landfill Closure Plan. The services of a bond engineer (Engineer) are required as part of each bond agreement and associated financing documents. The Engineer is required to act on behalf of the bond holders to execute a scope of services which consists of, but is not limited to, the following:

- Review of PWWM's financial transactions, engineering decisions, and future plans.
- Annual inspection of PWWM's facilities and financial records, pursuant to Section 208, 503, 605, 607, 612, and 619, of the Bond Ordinance, and the Comprehensive Landfill Closure Plan.
- Preparation and submittal of annual reports to the Department regarding the Resources Recovery Facility and other Systems facilities. Said reports shall evaluate the following:
  - Systems and facilities physical conditions;
  - Operating efficiency; and
  - Rates and Charges
- Recommendation for advisable revisions or modifications and determination of the amount that shall be deposited monthly to credit the Department's Renewal and Replacement Fund, during the following fiscal year, and pursuant to Section 508 of the Bond Ordinance.
- Generate recommendations, approvals, and/or certifications as required in the Bond Ordinance, the Operations and Management Agreement by and between Miami-Dade County and Covanta Dade Renewable Energy, Ltd., and the Comprehensive Landfill Closure Plan.
- Review disbursement of landfill closure grants and draw requests in accordance with Miami-

Dade County Code, Section 24-34.

- Perform all services required by the Bond Ordinance and the Covanta Agreement, whether or not specifically listed herein.
- Perform any supportive ancillary tasks to the primary scope of services.

The Prime consultant must demonstrate experience in the following areas, within the last five years from the date of this solicitation. See below:

1. A minimum of three (3) years of engineering experience in the field of municipal solid waste management, including waste-to-energy.
2. A minimum of three (3) years of experience performing bond engineering services for comparable sized solid waste facilities (incinerating in excess of 200,000 tons of waste per year).

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) in a supervisory capacity at the Project Manager level or above.

Term of Contract: One qualified consultant will be retained with one non-exclusive Professional Services Agreement (PSA) with a maximum compensation of five million six hundred fifty-five thousand six hundred dollars ($5,655,600) for an effective term of three years with one, two-year option to renew. Note that no minimum amount of work or compensation is guaranteed under this agreement. Furthermore, the two year option to renew is based solely on the approval of the County Mayor or County Mayor's designee.

Community Business Enterprise Goal/Measure: On May 8, 2012, the Small Business Development Division of the Regulatory and Economic Resources Department determined that no measures were to be applied to this solicitation.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): The original RTA was stamped by the COB on June 13, 2012.

Number of Proposals Received: Three proposals were received by the Clerk of the Board on August 24, 2012.

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

Non-Compliance: All three proposals were found in compliance with the stipulations noted in the NTPC.

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

Second Tier Results: Not applicable. The Competitive Selection Committee motioned, by unanimous vote, to waive First-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:

Wieland Uchdorf, PWWM
Rick Rayborn, PWWM
Juan Hernandez, ISD

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 NO CBE GOAL/MEASURE

Arcadis U.S., Inc.
Qualitative Points - 472
Ordinal Score - 3
Final Ranking – 1

The following firms are alternates in ranking order:

Black & Veatch Corporation
Qualitative Points – 428
Ordinal Score – 7
Final Ranking – 2

CDM Smith, Inc.
Qualitative Points – 424
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 11/7/12
Date

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

c: Kathleen Woods-Richardson, Director, PWWM
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: Professional Bond Engineering Services
OCI Project No.: E11-PWWM-01
Measures: N/A
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 08/24/2012

Submittal No: 1
Prime Name: ARCADIS U.S., INC.
Trade Name: ARCADIS G&M, INC.
Prime Local Preference: Yes
FEIN No.: 570373224

Subs Name	Trade Name	Subs FEIN No.
a. PLANNING AND ECONOMICS GROUP, INC.		650526212

Submittal No: 2
Prime Name: BLACK & VEATCH CORPORATION
Trade Name:
Prime Local Preference: Yes
FEIN No.: 431833073

Subs Name	Trade Name	Subs FEIN No.
a. PLANNING AND ECONOMICS GROUP, INC.		650526212

Submittal No: 3
Prime Name: CDM SMITH, INC.
Trade Name: CAMP DRESSER & MCKEE INC
Prime Local Preference: Yes
FEIN No.: 042473650

Subs Name	Trade Name	Subs FEIN No.

RECONVENED FIRST-TIER MEETING
OCTOBER 26, 2012

DEPARTMENT OF PUBLIC WORKS AND WASTE MANAGEMENT
Professional Bond
Engineering Services
ISD Project No. E11-PWWM-01

TABULATION SHEET

COMPETITIVE SELECTION COMMITTEE

	NAME OF FIRM(S)	Juan Hernandez, ISD	Diana Gonzalez, MDCR	Rick Rayborn, PWWM	Wieland Uchdorf, PWWM	Wilbur Mayorga, RER	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANK	FINAL RANK *pursant to County Mayor or County Mayor's Designee determination
1	Arcadis U.S., Inc. - LP													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	48	45	50	47	238	48	32	63				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	20	20	18	94	19	13	25				
	3A - Past Performance of the Firms (Max. 20 points)	18	15	20	20	18	91	18	12	24				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	5	24	5	3	6				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	25	5	3	7	472	3	1	1
		94	91	94	100	93								
	Ordinal Scores	1	1	2	1	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	2	1	1								
2	Black & Veatch Corporation - LP													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	49	48	48	45	40	230	46	31	61				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	18	20	15	13	81	16	11	22				
	3A - Past Performance of the Firms (Max. 20 points)	17	15	20	10	13	75	15	10	20				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	3	3	5	18	4	2	5				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6	428	7	2	2
		90	89	96	78	75								
	Ordinal Scores	2	2	1	3	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	3	3								
3	CDM Smith, Inc.- LP													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	48	45	45	45	231	46	31	61				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	18	20	15	15	84	17	11	22				
	3A - Past Performance of the Firms (Max. 20 points)	18	15	15	15	15	78	16	10	21				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	1	2	1	1	8	2	1	2				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	3	23	5	3	6	424	8	3	3
		90	87	87	81	79								
	Ordinal Scores	2	3	3	2	2								
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points forCriteria 1A, 2A, 3A, 4A, 5A	3	3	3	2	2								

Denotes Scores Dropped

ISD Chairperson: Amelia M. Cordova-Jimenez

20

Memorandum

MIAMI-DADE COUNTY

Date: June 7, 2012

To: Carlos A. Gimenez
Mayor

From: Kathleen Woods-Richardson, Director
Public Works and Waste Management Department

Subject: Request to Advertise for Professional Bond Engineering Services
Project No. E11-PWWM-01; Contract No. E11-PWWM-01

Recommendation

This Request to Advertise for Consultant Selection has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval pursuant to Section 2-8.1 of the Code of Miami-Dade County.

Scope

Project Name: Professional Bond Engineering Services

Project No: E11-PWWM-01

Contract No: E11-PWWM-01

Project Description: Miami-Dade County PWWM will require professional bond engineering services from a qualified consultant to fulfill and perform the duties of Bond consultant as set forth in Bond Ordinance No. 98-165 (Bond Ordinance), Sections 208, 503, 605, 607, 612, 619, and the Comprehensive Landfill Closure Plan. The services of a bond engineer (Engineer) is required as part of each bond agreement and associated financing documents. The Engineer is required to act on behalf of the bond holders to execute a scope of services which consists of, but is not limited to, the following:

- Review of PWWM's financial transactions, engineering decisions, and future plans.
- Annual inspection of PWWM's facilities and financial records, pursuant to Sections 208, 503, 605, 607, 612, 619 of the Bond Ordinance, and the Comprehensive Landfill Closure Plan.
- Preparation and submittal of annual reports to the Department regarding the Resources Recovery Facility and other Systems facilities. Said reports shall evaluate the following: systems and facilities' physical conditions, operating efficiency, and rates and charges.

- Recommendations for advisable revisions or modifications and determination of the amount that shall be deposited monthly to credit the Department's Renewal and Replacement Fund, during the following fiscal year, and pursuant to Section 508 of the Bond Ordinance.

- Generate recommendations, approvals, and/or certifications as required in the Bond Ordinance, the Operations and Management Agreement by and between Miami-Dade County and Covanta Dade Renewable Energy, Ltd., and the Comprehensive Landfill Closure Plan.

- Review disbursement of landfill closure grants and draw requests in accordance with Miami-Dade County Code, Section 24-34.

- Perform all services required by the Bond Ordinance and the Covanta Agreement, whether or not specifically listed herein.

- Perform any supportive ancillary tasks to the primary scope of services.

Project Location:	County Wide
Primary Commission District:	Various Districts
Approval Path:	Mayor's Authority
OCI A&E Project Number:	E11-PWWM-01
Using Department:	Public Works and Waste Management Department
Managing Department:	Public Works and Waste Management Department

Fiscal Impact/Funding Source

Funding Source:	Solid Waste System Revenue Bond Series 2005, Disposal Operating Revenues and Future Notes/Bonds
PTP Funding:	No
GOB Funding:	No
ARRA Funding:	No

Capital Budget Projects:	**Capital Budget Project # - Description**	**RTA ESTIMATE**
	999999999 – Non-Capital Project Book Page: Operating Revenues (Technical Services; Landfill Facilities Operations, Transfer Stations, Resources Recovery), Funding Year: 2011-2012, 2012-2013, 2013-2014	$4,410,600.00
	5010690 – Munisport Landfill Closure Grant Book Page: 212, Funding Year: 2011-2014 and prior years	$530,000.00
	508640 – Resources Recovery – Capital Improvements Projects	$40,000.00
	503400 – Virginia Key Landfill Study and Closure Grant, Book Page: 217, Funding Year: 2012-2013; 2013-2014; 2014-2015	$675,000.00
	Capital Budgets Projects Total:	$5,655,600.00

Project Technical Certification Requirements:

Prime: 7.00 - Solid Waste Collection and Disposal Systems

Other: 19.07 - Value Analysis and Life-Cycle Costing - Solid Waste Collection and Disposal Systems

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)

Does the project qualify for compliance with the Sustainable Buildings Ordinance? No

ESTIMATED ORIGINAL CONTRACT PERIOD:

1,825 days (Exclusive of the warranty administration period)

TOTAL ESTIMATED CONTRACT PERIOD:

Three (3) years with one two (2) year option to renew. The two (2) year option to renew is based solely on the approval of the County Mayor or County Mayor's designee.

ESTIMATED CONTINGENCY PERIOD:

182 Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $3,158,000.00

OPTION TO EXTEND:	AMOUNT:	DAYS:	EXTENSION COMMENT:
	$2,184,000.00	730 days or two (2) years	

CONTINGENCY ALLOWANCE: (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT COMMENT
	PSA	10%	$315,600.00

TOTAL DEDICATED ALLOWANCE: $0.00

COST ESTIMATE: $5,655,600.00

TRACT RECORD/ MONITOR

EXPLANATION: Conduct bond consulting services at Resources Recovery and other Solid Waste Facilities operated by the Public Works and Waste Management Department throughout Miami-Dade County.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes.

The prime consultant shall have the following expertise:

(1) A minimum of three years of engineering experience in the field of municipal solid waste management, including waste-to-energy, within the last five (5) years from the date of this solicitation.

(2) A minimum of three years of experience performing bond engineering services for comparable (incinerating in excess of 200,000 tons of waste per year) sized solid waste facilities within the last five (5) years from the date of this solicitation.

This expertise must be met by a qualified individual(s) of the prime consultant's firm. Expertise with value engineering, technical

certification category 19.07, may be met by a qualified individual(s) of the prime consultant's sub-consultant. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the project manager level or above.

REVIEW COMMITTEE: MEETING DATE: SIGN-OFF DATE:

APPLICABLE WAGES: (RESOLUTION NO. 54-10) N/A

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES: No Measure

MANDATORY CLEARING HOUSE: N/A

CONTRACT MANAGER: NAME / PHONE / EMAIL: Olga Espinosa-Anderson (305) 514-8730 oe1@miamidade.gov

PROJECT MANAGER: NAME / PHONE / EMAIL: Lee Casey (305) 514-6572 le1@miamidade.gov

BACKGROUND

Background: An independent bond engineer is required to act on behalf of the bond-holders to review financial transactions and abilities, engineering decisions, and future plans, as part of each bond agreement and associated financing documents.

DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:

COMMITTEE MEMBER & TITLE	YEAR HIRED	GENDER ETHNICITY	EDUCATION	PROFESSIONAL LICENSES
Rick Rayborn, Accountant 4	1992	African-American	Bachelors Degree	N/A
Wieland Uchdorf, Facility Engineer	1999	Caucasian	PhD	N/A

DEPARTMENT FINANCE:

Aneisha Daniel
DEPT FINANCE OFFICER: DATE: 6/5/12 ACTION FINANCE COMMENT:

INDEX CODES: PWEC0ACCTAD0; PWED0ACCTAD0; PWEC0PLANNG0; PWED0ENFADM0; PWED0ENVCOM0; PWED0FISMGT0; PWED0MUNBEN0; PWED0PLANNG0; PWED0RROPER0; PWED0SDLFOP0; PWED0TECSER0; PWED0VIRBEN0; PWED0PLANNG0

BUDGET APPROVAL:

OMB DIRECTOR — DATE 6/11/12

COUNTY MAYOR / MAYOR'S DESIGNEE — DATE 6/12/12

CLERK DATE — DATE 6/13/12

CLERK OF THE BOARD
2012 JUN 13 PM 1:52
CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.

PROJECT TITLE: PROFESSIONAL BOND ENGINEERING SERVICES
PROJECT NO.: E11-PWWM-01
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

Made as of the ____day of _____ in the year 20___

Between the Owner: 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 Consultant:

Name: Arcadis U.S., Inc.
Address: 5201 Blue Lagoon Drive, 9th Floor, Miami, Fl 33126
Phone Number: 954-414-8969
Fax Number: 954-761-7939

The term Consultant shall include its officials, successors, legal representatives, and assigns.

Scope of Services for the Project:

BOND ENGINEERING SERVICES /
PROJECT NO. E11-PWWM-01

Miami-Dade County PWWM will require professional bond engineering services from a qualified consultant to fulfill and perform the duties of bond consultant as set forth in Bond Ordinance No. 96-168 (Bond Ordinance), Sections 208, 503, 605, 607, 612, 619, and the Comprehensive Landfill Closure Plan. The services of a bond engineer (Engineer) are required as part of each bond agreement and associated financing documents. The Engineer is required to act on behalf of the bond holders to execute a scope of services which consists of, but is not limited to, the following:

Review of PWWM's financial transactions, engineering decisions, and future plans

Annual inspection of PWWM's facilities and financial records, pursuant to Section 607 of the Bond Ordinance

Preparation and submittal of annual reports to the Department of the Resources Recovery Facility and other Systems facilities. Said reports shall evaluate the following: systems' and facilities' physical conditions, operating efficiency, and rates and charges

Recommendations for advisable revisions or modifications thereto and determination of the amount that shall be deposited monthly to credit the Department's Renewal and Replacement Fund, during the following fiscal year, and pursuant to Section 508 of the Bond Ordinance

Generate recommendations, approvals, and/or certifications as required in the Bond Ordinance, the Operations and Management Agreement by and between Miami-Dade County and Covanta Dade Renewable Energy, Ltd., and the Comprehensive Landfill Closure Plan

Review disbursement of landfill closure grants in accordance with Miami-Dade County Code, Section 24-34

Perform all services required by the Bond Ordinance, and the Covanta Agreement, whether or not specifically listed herein

Provide PWWM with any supportive ancillary tasks to the primary scope of services.

The prime consultant shall have the following expertise:

(1) A minimum of three years of engineering experience in the field of municipal solid waste management, including waste-to-energy, within the last five (5) years from the date of the solicitation

(2) A minimum of three years of experience performing bond engineering services for comparable (incinerating in excess of 200,000 tons of waste per year) sized solid waste facilities within the last five (5) years from the date of the solicitation

(3) Expertise with value engineering, technical certification category 19.07. This expertise must be met by a qualified individual(s) of the prime consultant's firm. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the project manager level or above

TABLE OF CONTENTS

Paragraph No.	Subject
1.	County Obligations and Authorization to Proceed
2.	Bond Consulting Services
3.	ENGINEER'S Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Sub-consultants
15.	Prompt Payment to Small Business Sub consultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance
21.	Ordinances
22.	Proprietary Information
23.	Affirmative Action Plan
24.	Equal Opportunity
25.	Office of the County Inspector General
26.	Independent Private Sector Inspector General
27.	Domestic Leave
28.	Performance Evaluations
29.	Ethics Commission
30	Assignment of Agreement
31.	Entirety of Agreement
32.	Modification
33.	Governing Law
34.	Security Restrictions
35.	Sanctions for Contractual Violations
36.	Severability

PROFESSIONAL SERVICES AGREEMENT

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED

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

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

The Director of the Department, hereinafter referred to as the "Director", or the Director's designee (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. BOND CONSULTING SERVICES

The ENGINEER shall fulfill and perform the duties of the consultant as set forth in Ordinance No. 96-168 (Bond Ordinance), including but not limited to Sections 208, 503, 605, 607, 612, and 619, the Third Amended and Restated Operations and Management Agreement between Miami-Dade County and Covanta Dade Renewable Energy Ltd. (O&M Agreement), as may be amended from time-to-time, the Comprehensive Landfill Closure Plan and in connection therewith shall, perform the following services:

A. Conduct an annual inspection of the Department's facilities and financial records, so that at the end of each year, the ENGINEER shall have reviewed all the Department's facilities and financial records.

B. Prepare and submit an annual report to the Department for the Resources Recovery Facility and other System facilities. Said report shall consider the physical condition and operating efficiency of the Department's facilities, the adequacy of the Department's rates and charges and make recommendations for advisable revisions or modifications thereto and the amount that shall be deposited monthly during the following fiscal year to the credit of the Department's Renewal

and Replacement Fund. The ENGINEER shall furnish the COUNTY with ten (10) copies of the draft report no later than August 1 of each year, and ten (10) copies of the final report no later than September 1 of each year, beginning in 2012.

C. Generate recommendations, approvals, and/or certifications as required by the Bond Ordinance, and the O&M Agreement.

D. Perform all of the various services required of the consultant by the Bond Ordinance, and the O&M Agreement, whether or not specifically listed herein.

E. Review all Comprehensive Landfill Closure Plan (CLCP) projects and provide construction oversight of all landfill closure projects funded by Utility Service Fee, and assure conformance with Section 24-34 of the County Code. In addition, the Engineer will review and approve for payment all invoices for landfill closures from other municipalities within the County that are grant funded by the County.

F. Under separate agreement with the Department, the ENGINEER may also provide other Engineering services for the Department, which do not present conflicts of interest relative to its bond consultant services and are bond related. The Director or designee shall determine which services do not create a conflict of interest or are not Bond related. The ENGINEER and its sub consultants, will be prohibited from performing any Engineering design services under this Agreement, however, the ENGINEER'S sub consultants, as a prime consultant or sub consultant under any other agreements with the County may perform such design services under those other agreements provided the design is not the result of the ENGINEER'S recommendations.

3. ENGINEER'S RESPONSIBILITIES

The ENGINEER agrees to perform professional services in accordance with the negotiated terms of the applicable authorization to proceed.

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

A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.

B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.

C. Comply with the federal, state and local laws or ordinance applicable to the work.

D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.

F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion, which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.

G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided Bond Engineering Services 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 or designee, 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 MIS Division of the Department. The software must perform fault free in the processing of date and date related data (including, but not limited to calculation, comparing and sequencing) by all hardware and software products delivered under this agreement, individually and in combination, upon installation. Fault-free performance includes the manipulation of data with dates prior to, through, and beyond 2003. The user shall not see the above processing hardware and software products, individually and in combination, shall successfully transition into the year 2003 with correct system date, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward in time across the year 2003. MIS staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of MIS. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY and the COUNTY will receive the executable codes.

4. TASK AUTHORIZATION: TIME FOR COMPLETION

The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or 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. For the purpose of this Paragraph, force majeure shall mean an act of God ,which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, County and local governmental restraints, military action, civil disturbances, explosions, conditions in federal, state, County and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the County's other consulting and design Engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

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

6. COMPENSATION

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

For preparation of the Annual Reports, the ENGINEER shall receive a lump sum fee. Payment for preparation of the Annual Report shall be made within sixty (60) days of receipt by the COUNTY of the final reports.

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

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

(1) The fee for professional services rendered by the ENGINEER'S employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of **2.85** for office employees, **2.4** for the ENGINEER'S employees working in COUNTY offices and **2.1** for all field employees. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

(2) The ENGINEER shall not receive additional compensation for performance of overtime work.

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

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

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

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

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

records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.

(3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or designee.

(4) Reimbursable expenses of the ENGINEER and approved sub consultants shall be reimbursed on a direct cost basis.

(5) The ENGINEER shall be required to submit original receipts of all reimbursable expenses.

D. Maximum Compensation

The total of all payments to the ENGINEER for basic services pursuant to this Agreement shall not exceed **Three Million, One Hundred Fifty-Six Thousand Dollars ($3,156,000.00)**. A 10% contingency allowance account of **Three Hundred Fifteen Thousand, Six Hundred Dollars ($315,600.00)** is also applicable as described in Section E below. The total of all payments to the ENGINEER for all professional services requested during the initial three (3) year term shall not exceed **Three Million, Four Hundred Seventy-One Thousand, Six Hundred Dollars ($3,471,600)**. The total of all payments to the ENGINEER for the single two (2) year renewal term shall not exceed **Two Million, One Hundred Eighty-Four Thousand Dollars ($2,184,000)**. The renewal term will become effective upon the sole discretion of the Miami-Dade ~~County Mayor or his designee~~ Board of County Commissioners. The total compensation shall not exceed **Five Million, Six Hundred Fifty-Five Thousand, Six Hundred Dollars ($5,655,600)**. No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts

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

In the event additional services are necessary to perform extra work due to a change in the scope of the project or contingency items, the County agrees to pay and the ENGINEER agrees to accept fees for such additional services. The performance of additional services and additional compensations to be paid to the ENGINEER shall be set forth in an amendment to this Agreement. The Director or designee shall have the right to authorize performance of additional services provided that compensation for

such services does not exceed ten (10) percent of the Agreement's maximum compensation limit.

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

7. METHODS OF PAYMENT

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

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

(1) The ENGINEER shall submit the invoice in a format provided by the Department. 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 "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.

(3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

(1) The ENGINEER shall submit the invoice in a format provided by the Department. 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 "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.

(3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.

(4) Payments shall be calculated on a percentage of work completed.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER

Catherine M. Mallon-Traynor shall be the ENGINEER'S Principal and Robert H. French the Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director or designee reserves the right to approve or disapprove the replacement Principal or Project Manager.

9. SCHEDULE OF WORK

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

10. RIGHT OF DECISIONS

All services shall be performed by the ENGINEER to the satisfaction of the Director or designee 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 or designee decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director or designee, the ENGINEER shall present any such objections in writing to the County Mayor. The Director or designee and the ENGINEER shall abide by the decisions of the County Mayor.

11. OWNERSHIP OF DOCUMENTS

All documents (reports, tracings, plans, specifications, maps, images, contract documents, computer program and/or other data) developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the ENGINEER at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which it was prepared shall be at the COUNTY'S sole risk. All documents and drawings

shall be Word and AutoCAD format in a version acceptable to the Department, produced by computer files maintained on 3.5" disks or CD. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director or designee.

12. NOTICES

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

13. AUDIT RIGHTS

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

14. SUB CONSULTANTS

A. The ENGINEER shall utilize the following firms as sub consultants: **Planning, and Economic Group (PEG)**. The ENGINEER shall not sub consult, assign or transfer to others work performed under this Agreement without the written consent of the Director or designee. In addition, the ENGINEER shall not allow the sub consultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or designee. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the sub consultants.

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 0% based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Utilization Report on or before the tenth working day following the preceding month.

15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

16. WARRANTY

The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER'S sub consultants, 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 sub consultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability.

17. TERMINATION OF AGREEMENT

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

18. DURATION OF AGREEMENT

The term of this Agreement shall be for three years with one, two-year option-to-renew to extend, with no minimum guarantee. The effective term shall begin upon execution by the parties and shall be in effect until all Services are completed within the above stated period of time, or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. In addition, the cumulative total of all Contingency Allowance time extensions shall not exceed 182 days which is the equivalent of ten percent (10%) of the original agreement duration rounded off to the next whole number.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

19. DEFAULT

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

20. INDEMNIFICATION AND INSURANCE

Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, agents or instrumentalities from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

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

The ENGINEER, including sub consultants, 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 Affairs. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

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

B. Professional Liability Insurance in the amount of not less than $250,000 with a deductible per claim, if any, not to exceed ten percent (10%) of the limit of liability,

providing for all sums which the ENGINEER shall become legally obligated to pay as damages for claims arising out of the services performed by the ENGINEER, its principals, sub consultants, employees and agents or any person employed by the ENGINEER in connection with this Agreement.

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

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

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

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

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

21. ORDINANCES

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

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

(1) A source of income statement;
(2) A current certified financial statement;
(3) A copy of the ENGINEER'S Current Federal Income Tax Return.

The ENGINEER further agrees to comply with the requirements of applicable County, State, and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to Ordinance 97-104 relating to Subcontractor/Supplier Listing (Miami-Dade County Internal Services Department's Form 7), and Section 2.88 of the Miami-Dade County Code relating to Fair Subcontracting Policies (Miami-Dade County Internal Service Department's Form 9). The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A". The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

22. PROPRIETARY INFORMATION

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

23. AFFIRMATIVE ACTION PLAN

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

The ENGINEER shall be required to provide the COUNTY with of list of its principals, which shall be considered Exhibit B and a list of its critical personnel, which shall be considered Exhibit C.

24. EQUAL OPPORTUNITY

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

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

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

25. OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE INSPECTOR GENERAL

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

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

Upon ten (10) days written notice to the ENGINEER shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the ENGINEER'S possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract discounts, 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:

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

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

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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contract 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) contract 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 3-38; (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.

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG)

The attention of the ENGINEER is hereby directed to the requirements of A.O. 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, lobbyist, County staff and elected officials.

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

27. DOMESTIC LEAVE

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

28. PERFORMANCE EVALUATIONS

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

29. ETHICS COMMISSION

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

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

30. SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTION 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.

31. ASSIGNMENT OF AGREEMENT

This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director or the Director's designee.

32. ENTIRETY OF AGREEMENT

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

33. MODIFICATION

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

34. GOVERNING LAW

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

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS

Notwithstanding any other penalties for the ENGINEER and/or sub consultants 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 sub-consultants' agreements. In addition, a violation by the ENGINEER and/or sub-consultants, 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.

36. SEVERABILITY

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

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

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____

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

By: _____
Mayor

WITNESSETH:

Marical French
Signature

MARICEL FRENCH
Printed Name

Cindy Eckert
Signature

Cindy Eckert
Printed Name

ARCADIS - US
Firm Name (Place Corporate Seal)

By: R. H. F
~~President~~ Principal in Charge

Robert H. French
Printed Name

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS

EXHIBIT "B"
PRINCIPALS

Catherine M. Mallon-Traynor, Principal

EXHIBIT "C"
CRITICAL PERSONNEL

Robert H. French, Project Manager
Christopher C. Tilman, Deputy Project Manager
Isabel Gonzalez-Jettinghoff, Deputy Project Manager
Anthony Guillen, Senior Project Engineer
Allan Long, Specialty Technical Expert
Kushala Gowda, Project Engineer