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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(O)(2)

Date: September 17, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution approving Amendment Number One to Miami-Dade Water and Sewer Department Project Number E07-WASD-01, a non-exclusive Professional Services Agreement Number 07ADAE001 with A.D.A. Engineering, Inc. for a two year time extension

Resolution No. R-745-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of Amendment Number One to the Miami-Dade Water & Sewer Department (WASD) Project Number E07-WASD-01, a non-exclusive Professional Services Agreement 07ADAE001 with A.D.A. Engineering, Inc.

Amendment Number One will allow A.D.A. Engineering, Inc. to continue to provide construction management services at the South Miami Heights Water Treatment Plant for an additional two (2) years. The South Miami Heights Water Treatment Plant is an alternate water supply project mandated by the South Florida Water Management District under the County's 20-Year Water Use Permit.

Six other non-exclusive professional agreement time extensions with no additional monies for different consultants are included on this agenda. The other consultants were awarded the original agreement in October 2007 with a six-year (6) term and a total compensation amount of $8.8 million to provide professional engineering and construction management services at the County's different water and wastewater treatment plants. In all cases, the assigned scope of work was halted due to the reallocation of funding towards other WASD projects. Notwithstanding, all seven (7) professional service agreements have available contract dollars ready to be used.

SCOPE OF AGENDA ITEM

The South Miami Heights Water Treatment Plant is located at 11800 SW 208 Street, Miami, Florida in Commission District 9, Dennis C. Moss.

FISCAL IMPACT/FUNDING SOURCE

The funding sources for A.D.A. Engineering, Inc. to continue to provide construction management services for the South Miami Heights Water Treatment Plant are funded by a combination of WASD's Water Connection Charges and Current and Future Revenue Bonds Sold. The capital project number is 9652821. The County's current Adopted Budget has funding available for the duration of this amendment.

The original contract amount was for $4.4 million of which $2,148,975.20 has been paid for work performed by A.D.A. Engineering, Inc. At this time, approximately 51% of this contract's funds are available for use totaling $2,251,024.80.

TRACK RECORD/MONITOR

WASD's Assistant Director, Water, Ralph Terrero, P.E. will monitor this agreement.

BACKGROUND

A.D.A. Engineering, Inc. was awarded the original agreement in November 2007 with a six-year (6) term and a total compensation of $4,400,000.00. However, due to cashflow constraints and other capital expenditure requirements, only part of the assigned scope of work was completed by A.D.A. Engineering, Inc. leaving approximately 51% of the contract funds unused.

On July 12, 2012, the South Florida Water Management District issued a second modification to the County's 20-Year Water Use Permit with revisions to the current permit conditions including a modification to the existing design for the South Miami Heights Water Treatment Plant to include a second water supply source. The construction of the revised design for the South Miami Heights Water Treatment Plant is expected to take place in 2014, therefore, the construction management services specified in the original agreement with A.D.A Engineering, Inc. are needed. Amendment Number One will extend the contract period to November 26, 2015 allowing A.D.A. Engineering, Inc. to complete their assigned scope of work to provide professional engineering and construction management services at the South Miami Heights Water Treatment Plant as delineated in the original with no additional monies added to the contract.

Please note that the design and construction management capacity needed to address needs at the water plants is separate and apart from obligations associated with the wastewater Consent Decree and other needs of the wastewater system.

The Community Business Enterprise goal of 25% was established as a part of the original contract and to date A.D.A. Engineering, Inc. has complied with all threshold requirements and the participation goals. The Community Business Enterprise goal was reviewed again by the Small Business Development Section on January 31, 2013 and it was determined that the goal remain unchanged.

Alina T. Hudak
Deputy Mayor

SOUTH MIAMI HEIGHTS WATER TREATMENT PLANT AND WELLFIELD **PROJECT # 9652821**

DESCRIPTION: Construct water treatment plant, wellfields and various water transmission mains in south Miami-Dade County

LOCATION: 11800 SW 208 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Water Connection Charges	9,260	0	0	0	0	0	0	0	9,260
Water Construction Fund	1,438	0	0	0	0	0	0	0	1,438
Fire Hydrant Fund	1,000	0	0	0	0	0	0	0	1,000
WASD Revenue Bonds Sold	42,281	0	0	0	0	0	0	0	42,281
Future WASD Revenue Bonds	0	0	46,200	43,801	5,197	0	0	0	95,198
WASD Future Funding	0	0	0	0	0	0	0	63,600	63,600
TOTAL REVENUE:	**53,979**	**0**	**46,200**	**43,801**	**5,197**	**0**	**0**	**63,600**	**212,777**

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,106	514	1,386	1,314	156	0	0	0	4,476
Construction	35,761	16,598	44,814	42,487	5,041	0	0	63,600	208,301
TOTAL EXPENDITURES:	**36,867**	**17,112**	**46,200**	**43,801**	**5,197**	**0**	**0**	**63,600**	**212,777**

SOUTH MIAMI-DADE WATER TRANSMISSION MAINS IMPROVEMENTS **PROJECT # 9650021**

DESCRIPTION: Construct various water transmission mains to serve south Miami-Dade County after the new South Miami Heights water treatment plant is in service

LOCATION: South Miami-Dade County

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	0	5,900	6,500	1,100	0	0	13,500
WASD Future Funding	0	0	0	0	0	0	0	4,500	4,500
TOTAL REVENUE:	**0**	**0**	**0**	**5,900**	**6,500**	**1,100**	**0**	**4,500**	**18,000**

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	0	1,121	1,235	209	0	0	2,565
Construction	0	0	0	4,779	5,265	891	0	4,500	15,435
TOTAL EXPENDITURES:	**0**	**0**	**0**	**5,900**	**6,500**	**1,100**	**0**	**4,500**	**18,000**

Memorandum

MIAMI-DADE COUNTY

Date: January 31, 2013

To: John Renfrow, Director
Miami-Dade Water and Sewer Department

From: Mario Goderich, Assistant Director
Business Affairs Division
Department of Regulatory and Economic Resources

Subject: Project No. E07-WASD-01 , Construction Management Services for South Miami Heights Water Treatment Plan. Extension of Agreement for Two (2) Years until November 26, 2015 with no additional funds.

The subject project was reviewed by Small Business Development (SBD), under the Business Affairs Division of the Department of Regulatory and Economic Resources for compliance with the 25% Community Business Enterprise (CBE) goal. The Community Business Enterprise meeting the goal is the prime consultant, ADA Engineering, which has been paid $1,830,373.22 or 86% of the dollars paid to date in compliance with the goal.

Please do not hesitate to contact Veronica Clark, Assistant to the Director at 305-375-4770 if you need additional information.

c: Patty David, Legislative & Municipal Affairs, MDWASD
Alice Hidalgo-Gato, CMC Division Director, SBD, RER
Traci Adams-Parish, Administrative Officer 2, SBD, RER

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MEMORANDUM
(Revised)

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

DATE: September 17, 2013

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
9-17-13

RESOLUTION NO. R-745-13

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NUMBER 07ADAE001, PROJECT NUMBER E07-WASD-01 WITH A.D.A. ENGINEERING, INC. PROVIDING FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF PROJECTS RELATED TO THE SOUTH MIAMI HEIGHTS WATER TREATMENT PLANT; EXTENDING THE DURATION OF THE AGREEMENT BY TWO (2) YEARS UNTIL NOVEMBER 26, 2015 AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Amendment Number One to the non-exclusive Professional Services Agreement Number 07ADAE001, Project Number E07-WASD-01 with A.D.A Engineering, Inc. to continue providing construction management services for construction of projects related to South Miami Heights Water Treatment Plant and extending the duration of the agreement by two (2) years until November 26, 2015, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or Mayor's designee to execute same and exercise the provisions contained therein for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

AMENDMENT NUMBER ONE
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
A.D.A. ENGINEERING, INC.

Agreement No. 07ADAE001

THIS AMENDMENT NUMBER ONE is made and entered into the _____day of _____, 2013, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and A.D.A. ENGINEERING, INC. a Florida corporation authorized to do business in the State of Florida and with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

W I T N E S S E T H

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as, the "Department", operates and maintains the COUNTY's water and sewer utility systems; and

WHEREAS, on November 26, 2007, the COUNTY and ENGINEER entered into a Non-exclusive Professional Services Agreement, hereinafter referred to as the "Agreement", in the amount of $4.4 million for a six -year term; and

WHEREAS, the Agreement requires the ENGINEER to provide construction management services for the construction of projects related to the South Miami Heights Water Treatment Plant; and

WHEREAS, the construction management services will include daily inspections, maintenance of daily logs, review and approval of construction schedules and schedule of values; process and recommend approval of progress payments inclusive of allowance accounts and change orders; use existing Project Control Tracking System to track and input all construction documents and activities; interface with the design "Engineer of Record" on as-needed basis; perform/oversee plant start-up services and construction certification of the South Miami Heights Water Treatment Plant, it's pipelines and well-field projects; review and complete the operational maintenance manuals; respond to "Request for Information" and integrate with WASD staff, as appropriate; and

WHEREAS, the Department has not utilized all monies in the Agreement and needs the ENGINEER to continue to provide construction management services; and

WHEREAS, the COUNTY has requested and the ENGINEER has agreed to continue providing construction management services, as needed, for an additional two years or until the monies are expended; and

WHEREAS, this Amendment Number One to the Agreement will extend the Agreement for an additional two (2) years until November 26, 2015; and

WHEREAS, this Amendment Number One to the Agreement also modifies several technical provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and the ENGINEER hereby agree to the following:

1. Paragraph 8 of the Agreement is hereby modified to state as follows:

   CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Ivette O. Argudin and Albert Argudin, CGC, Construction Program Manager, Mark Rynning, P.E., QA/QC Manager, Alberto D. Argudin, P.E., CGC, Construction Manager Wellfield, Pipelines & Storage, and James E. Christopher, P.E., Construction Manager Water Treatment Plant shall be the ENGINEER'S Principal and Project Managers, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

2. Paragraph 14 of the Agreement is hereby modified to state as follows:

   SUBCONSULTANTS:

   A. The ENGINEER shall utilize the following firms as a subconsultant: Tetra Tech, Inc; and Media Relations Group, LLC. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee and after the Department of Regulatory and Economic Resources' approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this agreement without the written consent of the Miami-Dade Water and Sewer Department Director or his designee. When applicable and upon receipt of such consent in writing by the Miami-Dade Water and Sewer Department Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

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

C. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES Pursuant to Sections 2-8.1, 2-8.8 (as amended by Ordinance No. 11-90), and 10.34 of the County Code for all contracts which involve the expenditure of one hundred thousand dollars ($100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. The ENGINEER shall provide this information on a COUNTY form prior to the final payment to the ENGINEER, as attached as Exhibits A and B.

2. Paragraph 17 of the Agreement is hereby modified to state as follows:

TERMINATION OF AGREEMENT: It is expressly understood and agreed that the County Mayor or his designee may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Section 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.

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

3. Paragraph 18 of the Agreement is hereby modified to state as follows:

DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of two (2) additional years until November 26, 2015 after

execution of this Amendment. Actual completion of the services authorized prior to the expiration date may extended beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited, to indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Section 6 hereof.

4. Paragraph 20 of the Agreement is hereby modified to state as follows:

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

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

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

This Section shall survive expiration or termination of this Agreement.

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

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

B. Professional Liability Insurance in the amount $5,000,000 per claim.

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

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. 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 Department's A/E Professional Services Manager, Suite 538-6, 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

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

5. Paragraph 37 of the Agreement is hereby added to state as follows:

TRUTH IN NEGOTIATION: Pursuant to Administrative Order 3-39 and Section 287.055 5(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the

contract. Certificate as required by Chapter 287, Florida Statutes as attached as Exhibit C.

6. All terms, covenants and conditions of the Agreement not expressly modified or revised herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and date first written above.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____
Deputy Clerk

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

By:_____
County Mayor

ATTEST:

By: Ivette O. Argudin
Ivette O. Argudin, Secretary
Print Name

A.D.A ENGINEERING, INC.
A Florida Corporation (SEAL)

By: [signature]
Alberto D. Argudin, President
Print Name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7th day of February, 2013, by Alberto D. Argudin, as President and Ivette O. Argudin, as Secretary, of A.D.A. Engineering, Inc Inc. a Florida Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

WGomez
Notary Public

EE 127317
Serial Number

Wendy Gomez
Print Name

WENDY GOMEZ
MY COMMISSION # EE 127317
EXPIRES: September 1, 2015
Bonded Thru Notary Public Underwriters

Approved by County Attorney
As to form and legal sufficiency:

_____
Assistant County Attorney

EXHIBIT A

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)

ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT

(Ordinance 11-90)

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature | Print Name and Title | Date

For Departmental Use Only

Department Signature | Print Name and Title | Date | Contractor in Compliance ☐

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent A.D.A. Engineering, Inc. FEIN # 59-2064498

Project/Contract Number E07-WASD-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. *The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.*

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

[X] Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

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

Ivette O. Argudin
Signature of Bidder/Respondent

Ivette O. Argudin
Print Name

Executive Vice President
Print Title

February 7, 2013
Date

SUB 100 Rev. 6/12

Exhibit "C"
Truth-In-Negotiation Certificate

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

This sworn statement is submitted for:

PROJECT TITLE Constr. Mgmt. Services for the New SMHWTP

PROJECT NUMBER E07-WASD-01

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

Ivette O. Argudin
(Signature of Authorized Representative)

Title Executive Vice President

Date February 7, 2013

STATE OF: Florida
COUNTY OF: Miami-Dade

The above certifications/verifications were acknowledged before me this 7th day of February, 2013,

by Ivette O. Argudin,
(Authorized Representative)
of A.D.A. Engineering, Inc.,
(Name of Corporation, Partnership, etc.)

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

WGomez
(Signature of Notary)

Wendy Gomez
(Print Name)

Notary Stamp or Seal:

WENDY GOMEZ
MY COMMISSION # EE 127317
EXPIRES: September 1, 2015
Bonded Thru Notary Public Underwriters

Notary Commission Number: EE 127317
My Commission Expires: 9/1/15