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

Memorandum

MIAMI-DADE COUNTY

Date: September 17, 2013

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

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(O)(5)

Resolution No. R-748-13

Subject: Resolution approving Amendment Number One to Miami-Dade Water and Sewer Department Project Number E06-WASD-15, a non-exclusive Professional Services Agreement Number 07CDAM006 with CDM Smith Inc. for a two year time extension

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 E06-WASD-15, a non-exclusive Professional Services Agreement 07CDAM006 with CDM Smith Inc.

Amendment Number One will allow CDM Smith Inc. to continue to provide professional engineering and construction management services at WASD's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System for an additional two (2) year period. As discussed in WASD's Water & Sewer Infrastructure Report dated July 2012, an all inclusive mechanical and electrical evaluation was performed at the Alexander Orr Plant and at the South Miami-Dade Water Supply System. Both condition assessments revealed that both facilities are in serious need of rehabilitation.

Six other non-exclusive professional agreement time extensions with no additional monies for different consultants are included on this agenda. The other consultants, like CDM Smith Inc. 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. The only exception is A.D.A. Engineering, Inc. who was awarded the original agreement in November 2007 with a six-year (6) term and a total compensation amount of $4.4 million. 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 Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System are located in Commission District 7, Xavier L. Suarez and Commission District 8, Lynda Bell, respectively.

FISCAL IMPACT/FUNDING SOURCE

The funding sources for CDM Smith, Inc. to continue to provide the engineering and construction management services are a combination of WASD's Water Renewal and Replacement Fund and Current and Future Revenue Bonds Sold. The capital project number is 9650031. The County's current Adopted Budget has funding available for the duration of this amendment.

The original contract amount was for $8.8 million of which $3,274,972.00 has been paid for work performed by CDM Smith, Inc. At this time, approximately 63% of this contract's funds are available for use totaling $5,525,028.00.

TRACK RECORD/MONITOR

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

BACKGROUND

CDM Smith Inc. was awarded the original agreement in October 2007 with a six-year (6) term and a total compensation amount of $8.8 million. However, due to cashflow constraints and other capital expenditure requirements, only part of the assigned scope of work was completed by CDM Smith Inc. leaving approximately 63% of the contract funds unused. Recent Board action has addressed the need for infrastructure renewal and replacement, so now the design and construction of improvements at the water plants can proceed as identified in the Multi-Year Capital Plan. Amendment Number One will extend the contract period to October 11, 2015 allowing CDM Smith Inc. to complete their assigned scope of work to provide professional engineering and construction management services for renewal and replacement projects at the Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System (Leisure City, Naranja, Elevated Water Tank, Everglades Labor Camp, and the Newton Water Treatment Plant) as delineated in the original agreement 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. This two (2) year time extension of the design contracts for the water plants provides the capacity needed to execute the water plant upgrades recognized in the 2012 Water and Sewer Infrastructure Report and in the Multi-Year Capital Plan.

The Community Business Enterprise goal of 35% was established as a part of the original contract and to date CDM Smith, Inc. has complied with all the threshold requirements and the participation goals. The Community Business Enterprise goal was reviewed again by the Small Business Development Section on December 7, 2012 and it was determined that the goal remain unchanged.

Alina T. Hudak
Deputy Mayor

WATER TELEMETERING SYSTEM ENHANCEMENTS PROJECT # 9656780

DESCRIPTION: Acquire and install a centralized computer system at water treatment plants and wellfields

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	433	433	433	433	433	0	2,165
TOTAL REVENUE:	0	0	433	433	433	433	433	0	2,165

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	169	169	169	169	169	0	845
Construction	0	0	264	264	264	264	264	0	1,320
TOTAL EXPENDITURES:	0	0	433	433	433	433	433	0	2,165

WATER TREATMENT PLANT - ALEXANDER ORR, JR. EXPANSION PROJECT # 9650031

DESCRIPTION: Construct high service pumps, a 48-inch finished water line, install a new generator, and construct chlorine facilities

LOCATION: 6800 SW 87 Ave
Unincorporated Miami-Dade County

DISTRICT LOCATED: 7
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 Renewal and Replacement Fund	1,478	0	0	0	0	0	0	0	1,478
WASD Revenue Bonds Sold	13,305	0	0	0	0	0	0	0	13,305
Future WASD Revenue Bonds	0	0	15,060	25,309	27,914	13,578	6,515	0	88,376
WASD Future Funding	0	0	0	0	0	0	0	331,395	331,395
TOTAL REVENUE:	14,783	0	15,060	25,309	27,914	13,578	6,515	331,395	434,554

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,052	870	1,958	3,290	3,628	1,765	847	0	13,410
Construction	5,824	4,820	10,843	18,223	20,098	9,776	4,691	331,395	405,670
Equipment Acquisition	1,213	1,004	2,259	3,796	4,188	2,037	977	0	15,474
TOTAL EXPENDITURES:	8,089	6,694	15,060	25,309	27,914	13,578	6,515	331,395	434,554

Kathy
cc: Patti

Memorandum

MIAMI-DADE COUNTY

Date: December 7, 2012

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. E06-WASD-15, Engineering and Construction Management Services to Upgrade the Infrastructure and Operations at the Department's Alexander Orr Water Treatment Plant, South Miami-Dade Water Supply System, Leisure City, Naranja and Elevated Water Tank, Everglades Labor Camp, Newton Water Treatment Plant and Appurtenant Facilities and Design Services for all Plant Upgrades

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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 35% Community Business Enterprise (CBE) goal. To date, Community Business Enterprises meeting the goal have been paid $853,689.00 or 27% of the dollars paid to the prime consultant.

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

c: Alice Hidalgo-Gato, CMC Division Director, SBD, RER
Traci Adams-Parish, Administrative Officer 2, SBD, RER

MIAMI-DADE WATER AND SEWER DEPT DIRECTOR'S OFFICE
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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)(5)

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)(5)
9-17-13

RESOLUTION NO. R-748-13

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NUMBER 07CDAM006, PROJECT NUMBER E06-WASD-15 WITH CDM SMITH INC. PROVIDING FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S ALEXANDER ORR WATER TREATMENT PLANT AND THE SOUTH MIAMI-DADE WATER SUPPLY SYSTEM, EXTENDING THE DURATION OF THE AGREEMENT BY TWO YEARS UNTIL OCTOBER 11, 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 07CDAM006, Project Number E06-WASD-15 with CDM Smith Inc. to continue providing engineering and construction management services for the design of upgrades to the Miami-Dade Water and Sewer Department's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System Leisure City, Naranja, and Elevated Water Tank, Everglades Labor Camp, Newton Water Treatment Plant and Appurtenant Facilities; and extending the duration of the agreement by two years until October 11, 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
CDM SMITH INC.

Agreement Number 07CDAM006

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 CDM Smith Inc. Massachusetts 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 October 11, 2007, the COUNTY and ENGINEER entered into a Non-exclusive Professional Services Agreement, hereinafter referred to as the "Agreement", in the amount of $8.8 million for a six-year term; and

WHEREAS, the Agreement requires the ENGINEER to provide engineering and construction management services to upgrade the infrastructure and operations at the Department's Alexander Orr Water Treatment Plant and the South Miami-Dade Water Supply System Leisure City, Naranja, and Elevated Water Tank, Everglades Labor Camp, Newton Water Treatment Plant and Appurtenant Facilities; and

WHEREAS, the engineering and construction management services include design services for all plant upgrades and expansion projects as well as renewal and replacement projects for the plant's existing facilities; a complete evaluation for improving the treatment process, operations, and efficiencies including safety, energy conservation, security, biosolids management, corrosion and assessment management, and provide a complete evaluation of regulatory requirements; and

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

WHEREAS, the COUNTY has requested and the ENGINEER has agreed to continue providing engineering services and 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 October 11, 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: Jeffery Nash, P.E. and Ignacio Lizama, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or 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 firm as a subconsultant: Fraga Engineers, LLC; Metco Services Southeast, LLC; A & P Consulting Transportation Engineers Corp; P(3)SM, LLC; Metric Engineering, Inc. (formally known as Sanchez-Zelnall & Associates, Inc); and HP Consultants, Inc. 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 Director or his designee. When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

   B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of thirty-five percent (35%) 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, attached as Exhibits A and B.

3. 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.

4. 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 October 11, 2015 after execution of this Amendment. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited, to indemnification and insurance. This Agreement may be terminated by mutual

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 Intergovernmental Affairs 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.

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.

6. Paragraph 37 of this 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.

7. 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:

CDM SMITH, INC.
A Massachusetts Corporation (SEAL)

By: Mario J. Marcaccio
Mario J. Marcaccio, Assistant Secretary
Print Name

By: John D. Manning
John D. Manning, President
Print Name

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 3rd day of December, 2012, by John D. Manning, as President and Mario J. Marcaccio, as Assistant Secretary, of CDM Smith Inc. a Massachusetts Corporation, on behalf of the corporation. ~~He/She~~/They ~~is~~/are personally known to me or ~~has/have~~/have/~~have~~ produced identification and did/~~did not~~ take an oath.

Patricia A. Wilson
Notary Public

N/A
Serial Number

Patricia A. Wilson
Print Name

PATRICIA A. WILSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 4, 2013

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 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** ☐

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

Firm Name of Prime Contractor/Proposer CDM Smith Inc.

Name Design of Upgrades to the Alexander Orr WTP & the South Miami Water Supply System

Project No. 07CDAM006 (E06-WASD-15)

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

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
Fraga Engineers	Irene Fraga	Professional Engineering Services	F	Hispanic
Metco Services Southeast	Raj Vijayendran	Professional Engineering Services	M	Other
A & P Consulting Transportation Engineers Corp	Antonio Acosta	Professional Engineering Services	M	Hispanic
P(3)SM, LLC	Eduardo M. Suarez	Professional Surveying Services	M	Hispanic
Metric Engineering, Inc. (formally known as Sanchez-Zeinali & Associates, Inc)	Carlos A. Duart	Professional Engineering Services	M	Hispanic
HP Consultants, Inc	Arvind Kumbhojkar	Professional Geotechnical Services	M	Other
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**(Principal Owner) Gender**	**Race**
Not Applicable	Not Applicable	Not Applicable		

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

Signature of Proposer's Authorized Representative	Print Name	Print Title	Date
	IGNACIO L. LIZAMA	ASSOCIATE	12-3-12

(Duplicate if additional space is needed)

Form # (new 5/7/99)

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 Design of Upgrades to the Alexander Orr WTP & the South Miami Water Supply System

PROJECT NUMBER 07CDAM006 (E06-WASD-15)

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

(Signature of Authorized Representative)

Title Associate

Date December 3, 2012

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 3rd day of December, 2012,

by Ignacio L. Lizama,
(Authorized Representative)
of CDM Smith 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.

Karla P. Martinez
(Signature of Notary)

KARLA MARTINEZ
(Print Name)

Notary Stamp or Seal:

KARLA P MARTINEZ
DD999273
EXPIRES June 27, 2014
(407) 398-0153
FloridaNotaryService.com

Notary Commission Number: DD999273
My Commission Expires: JUNE 27, 2014