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

Memorandum

MIAMI-DADE COUNTY

Date:	December 3, 2013
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution recommending award of non-exclusive Professional Services Agreement Number 13PBI001: Project Number E12-WASD-04 to Parsons Brinckerhoff, Inc. in the amount not to exceed $5,500,000.00, to provide engineering services for contract administration and construction management for the design, permitting and construction of a 60-inch sewer force main to replace the existing 54-inch sewer force main from Fisher Island, under the Norris Cut Channel to the Central District Wastewater Treatment Plant located on Virginia Key

Agenda Item No. 8(O)(2)

Resolution No. R-994-13

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding non-exclusive Professional Services Agreement Number 13PBI001: Project Number E12-WASD-04 to Parsons Brinckerhoff, Inc. (formerly known as PB Americas, Inc.). The total compensation amount is $5,500,000.00 for a term of five years.

Parsons Brinckerhoff, Inc. will provide engineering services for contract administration and construction management for the design, permitting and construction of a 60-inch sewer force main to replace the existing 54-inch sewer force main from Fisher Island, under the Norris Cut Channel to the Central District Wastewater Treatment Plant located on Virginia Key.

Scope

The engineering services related to the construction of the 60-inch sewer force main are of county-wide significance. The 60-inch sewer force main will be located in Districts 5 and 7, Commissioners Barreiro and Suarez, respectively.

Fiscal Impact/Funding Source

This project has a fiscal impact of $5,500,000.00. The funding sources will be a combination of Wastewater Connection Charges, Wastewater Renewal and Replacement Fund, and WASD Revenue Bonds Sold. The Capital Project No. is 9650241, it is included in the County's Adopted Multi-Year Capital Improvement Plan for Fiscal Years 2013-18.

Track Record/Monitor

WASD's Deputy Director of Regulatory Compliance and Capital Improvements, Douglas L. Yoder, will monitor the professional service agreement.

Background

On July 6, 2010, Parsons Brinckerhoff, Inc. was awarded a separate contract to provide similar engineering services for construction administration and construction management for the replacement of a 20-inch water main from Port Island, under the Fisherman's Channel to Fisher

Island, and the replacement of a 54-inch sewer force main from south Miami Beach, under the Government Cut Channel to Fisher Island. To date, the replacement of the 20-inch water main has been successfully completed and the replacement of the 54-inch sewer force main is near completion.

If this award recommendation is approved by the Board, Parsons Brinkerhoff, Inc. will also provide engineering services for contract administration and construction management for the design, permitting and construction of a 60-inch sewer force main to replace the existing 54-inch sewer force main from Fisher Island, under the Norris Cut Channel to the County's Central District Wastewater Treatment Plant.

On December 11, 2012, a Notice to Professional Consultants was issued under full and open competition for the scope of work in the attached professional service agreement. The solicitation document included language specifying that the consultant team approved by the Board for award of this capital project would be precluded from the award of the associated design-build contract. On January 11, 2013, the Clerk of the Board received two proposals. In accordance with Section 3.2 of the Notice to Professional Consultants Selection Process, the County was allowed to extend the deadline submittal date to January 28, 2013 to determine if there was interest from other potential respondents to provide the engineering services described for this project. No further interest was expressed or additional proposals received.

At the First Tier meeting held on February 12, 2013, the Competitive Selection Committee evaluated and voted to recommend the number one ranked firm, Parsons Brinckerhoff, Inc., to the County Mayor for negotiations of this agreement (see attached). The Negotiation Committee was approved on February 21, 2013 and several months later on May 22, the Negotiation Committee met with Parsons Brinckerhoff, Inc. and concluded its negotiations. It is recommended that the Board award this contract to Parsons Brinckerhoff, Inc. Board approval of this contract is contingent on and does not create any contractual relationship with Parsons Brinckerhoff, Inc. unless and until this Board awards a Design-Build Contract for the design, permitting and construction of a 60-inch sewer force main to replace the existing 54-inch force main from Fisher Island, under the Norris Cut Channel, to the Central District Wastewater Treatment Plant located on Virginia Key.

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

The Internal Services Department Capital Improvements Information System database contains 78 evaluations for Parsons Brinckerhoff, Inc. with an average overall 3.7 rating out of a possible 4 points. According to the Firm History Report provided by the Small Business Development Section, Parsons Brinckerhoff, Inc. has been awarded two (2) contracts with Miami-Dade County during the last 5 years making for a total award amount of $6,712,160.00.

A 27% Community Business Enterprise goal was established for this project.

BUDGET APPROVAL FUNDS AVAILABLE:	**OMB DIRECTOR**	**DATE** 9/4/13
APPROVED AS TO LEGAL SUFFICIENCY:	**ASSISTANT COUNTY ATTORNEY**	**DATE** 8/2/13
	DEPUTY MAYOR	**DATE** 10/20/13

CONTRACT AWARD RECOMMENDATION
PARSONS BRINCKERHOFF, INC.
FOR ENGINEERING SERVICES FOR CONTRACT ADMINISTRATION AND CONSTRUCTION MANAGEMENT
TO DESIGN, PERMIT AND CONSTRUCT THE REPLACEMENT OF THE EXISTING 54-INCH SEWER FORCE MAIN WITH A 60-INCH SEWER FORCE MAIN FROM FISHER ISLAND, UNDER THE NORRIS CUT CHANNEL, TO THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT LOCATED ON VIRGINIA KEY

PROJECT NUMBER E12-WASD-04

BUDGET PROJECT AND DESCRIPTION: 9650241 – Central Miami-Dade Wastewater Transmission Mains and Pump Station Improvements

DIRECTOR, WATER & SEWER DEPARMENT
JOHN W. RENFROW, P.E. — DATE 8.23-13

DEPUTY DIRECTOR, REGULATORY COMPLIANCE & CAPITAL IMPROVEMENTS
DOUGLAS L. YODER, Ph.D. — DATE 8/2/13

ASSISTANT DIRECTOR, WASTEWATER
VICENTE ARREBOLA, P.E. — DATE 7.29.13

ASSISTANT DIRECTOR, FINANCE
FRANCES G. MORRIS — DATE 8/6/13

ASSISTANT DIRECTOR, LEGISLATIVE & MUNICIPAL AFFAIRS
ZABA S. CASTRO, ESQ. — DATE 8/2/13

MEMORANDUM

(Revised)

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

DATE: December 3, 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)
12-3-13

RESOLUTION NO. R-994-13

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $5,500,000.00 FOR PROJECT NO. E12-WASD-04: CONTRACT NO. 13PBI001 BETWEEN PARSONS BRINCKERHOFF, INC. AND MIAMI-DADE COUNTY FOR ENGINEERING SERVICES FOR CONTRACT ADMINISTRATION AND CONSTRUCTION MANAGEMENT FOR THE DESIGN, PERMITTING AND CONSTRUCTION OF A 60-INCH SEWER FORCE MAIN TO REPLACE THE EXISTING 54-INCH SANITARY SEWER FORCE MAIN FROM FISHER ISLAND, UNDER THE NORRIS CUT CHANNEL, TO THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT LOCATED ON VIRGINIA KEY; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE 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 award of Project No. E12-WASD-04: Contract No. 13PBI001 to Parsons Brinckerhoff, Inc. (formerly known as PB Americas, Inc.) to provide engineering services for contract administration and construction management services for the design, permitting and construction of a 60-inch sewer force main to replace the existing 54-inch sewer force main from Fisher Island, under the Norris Cut Channel, to the Central District Wastewater Treatment Plant located on Virginia Key; in substantially the form attached hereto and made a part hereof; authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, Florida. This approval is contingent on and does not create any contractual relationship with Parsons Brinckerhoff, Inc. unless

and until this Board awards a Design-Build Contract for the design, permitting and construction of a 60-inch sewer force main to replace the existing 54-inch force main from Fisher Island, under the Norris Cut Channel, to the Central District Wastewater Treatment Plant located on Virginia Key.

The foregoing resolution was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** 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	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 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

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 06/12/2008 **To:** 06/12/2013

FIRM NAME: PARSONS BRINCKERHOFF, INC.
7300 Corporate Center Dr, Suite 600
Miami, FL 33126

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E08-SEA-02	1	SP	GOAL CBE 20%	01/30/2009	$1,212,160.00
SEABOARD MARINE CARGO YARD IMPROVEMENT (SIC 871)					
					$1,212,160.00
E10-WASD-01 ESP	1	WS	GOAL CBE 27%	07/19/2010	$5,500,000.00
CONSTRUCTION MANAGEMENT SERVICES FOR GOVERNMENT CUT UTILITY PROJECTS (SIC 871)					
					$5,500,000.00

Total Award Amount	**$6,712,160.00**
Total Change Orders Approved by BCC	**$2,016,300.00**

8

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

Wastewater Projects

CENTRAL DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT **PROJECT # 9653421**

DESCRIPTION: Construct digester improvements, digested sludge holding tanks, miscellaneous electrical improvements, outfall rehabilitation, a new gas pipeline, a new flushing water line, and a sludge handling facility; various upgrades and rehabilitation of plant including pump stations 1 and 2

LOCATION: Virginia Key
City of Miami

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
Wastewater Connection Charges	1,223	0	0	0	0	0	0	0	1,223
Wastewater Renewal Fund	2,188	0	0	0	0	0	0	0	2,188
WASD Revenue Bonds Sold	5,100	0	0	0	0	0	0	0	5,100
Future WASD Revenue Bonds	0	0	9,273	16,187	9,000	30,535	33,190	31,500	129,685
WASD Future Funding	0	0	0	0	0	0	0	1,073,849	1,073,849
TOTAL REVENUE:	**8,511**	**0**	**9,273**	**16,187**	**9,000**	**30,535**	**33,190**	**1,105,349**	**1,212,045**

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	839	193	1,279	2,104	1,170	3,970	4,315	4,095	17,965
Construction	5,619	1,287	8,567	14,083	7,830	26,565	28,875	1,101,254	1,194,080
TOTAL EXPENDITURES:	**6,458**	**1,480**	**9,846**	**16,187**	**9,000**	**30,535**	**33,190**	**1,105,349**	**1,212,045**

CENTRAL MIAMI-DADE WASTEWATER TRANSMISSION MAINS AND PUMP STATION IMPROVEMENTS **PROJECT # 9650241**

DESCRIPTION: Construct a force main crossing Bear Cut, a force main in Flagler St from SW 37 Ave to SW 10 Ave, and a force main from Miami Beach to the Central District Wastewater Treatment Plant

LOCATION: Wastewater System - Central District Area

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Wastewater Connection Charges	15,750	0	0	0	0	0	0	0	15,750
Wastewater Renewal Fund	3,871	0	0	0	0	0	0	0	3,871
WASD Revenue Bonds Sold	64,486	0	0	0	0	0	0	0	64,486
Future WASD Revenue Bonds	0	0	960	1,000	0	0	2,988	177,000	181,948
WASD Future Funding	0	0	0	0	0	0	0	113,217	113,217
TOTAL REVENUE:	**84,107**	**0**	**960**	**1,000**	**0**	**0**	**2,988**	**290,217**	**379,272**

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Land/Building Acquisition	1,895	1,470	38	40	0	0	120	7,080	10,643
Planning and Design	1,894	1,470	38	40	0	0	120	7,080	10,642
Construction	41,686	32,328	845	880	0	0	2,629	268,977	347,345
Equipment Acquisition	1,895	1,469	39	40	0	0	119	7,080	10,642
TOTAL EXPENDITURES:	**47,370**	**36,737**	**960**	**1,000**	**0**	**0**	**2,988**	**290,217**	**379,272**

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
MT	TR04-PTP1	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	4/1/2008	Jesus Valderrama	Interim	3.0
MT	TA00-TPS-7	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	4/1/2008	Jesus Valderrama	Project conclusion or closeout	3.9
SP	E01-SEA-02-2 WO: 10	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	2/26/2009	Leonor Ortega	Interim	3.3
MT	TR04-PTP1 WO: 3.1	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	9/30/2008	Jesus Valderrama	Interim	3.5
MT	TR04-PTP1 WO: 5.1	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	2/28/2010	Jesus Valderrama	Interim	3.5
WS	E10-WASD-01 WO: 3	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	12/10/2010	Isaac A Gutierrez	Completion of study or design	3.7
WS	E10-WASD-01 WO: 2	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	12/30/2010	Isaac A Gutierrez	Completion of study or design	3.7
WS	E10-WASD-01 WO: 1	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	3/3/2011	Isaac A Gutierrez	Interim	3.7
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	6/10/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	7/11/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	8/8/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	9/19/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	10/20/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	11/17/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	1/2/2012	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	1/16/2012	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	2/7/2012	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	3/5/2012	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	3/29/2012	Isaac A Gutierrez	Project conclusion or closeout	3.6
WS	E10-WASD-01	PSA	Parsons Brinckerhoff Quade & Douglas,	5/15/2012	Isaac A Gutierrez	Interim	3.6

	WO: 4		Inc.				
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	6/11/2012	Isaac A Gutierrez	Interim	3.7
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	7/10/2012	Isaac A Gutierrez	Interim	3.7
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	8/7/2012	Isaac A Gutierrez	Interim	3.7
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	9/18/2012	Isaac A Gutierrez	Interim	3.7
MT	TR04-PTP1 WO: 6.1	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	10/16/2012	Hobbit Forrest	Interim	3.7
MT	TR04-PTP1 WO: 7.1	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	10/16/2012	Hobbit Forrest	Interim	3.5
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	11/28/2012	Isaac A Gutierrez	Interim	3.8
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	12/10/2012	Isaac A Gutierrez	Interim	3.8
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	12/19/2012	Isaac A Gutierrez	Interim	3.8
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	1/28/2013	Isaac A Gutierrez	Interim	3.8
WS	E10-WASD-01 WO: 1	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	1/30/2013	Isaac A Gutierrez	Completion of study or design	3.8
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	2/21/2013	Isaac A Gutierrez	Interim	3.8
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	3/26/2013	Isaac A Gutierrez	Interim	3.7
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	4/24/2013	Isaac A Gutierrez	Interim	3.9
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	5/29/2013	Isaac A Gutierrez	Interim	3.8
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff Quade & Douglas, Inc.	7/9/2013	Isaac A Gutierrez	Interim	3.8
WS	EDP-WS-S-41	EDP	Parsons Brinckerhoff Quade & Douglas, Inc.	1/29/2007	James Ferguson	Completion of study or design	3.8
WS	EDP-WS-S-42	EDP	Parsons Brinckerhoff Quade & Douglas, Inc.	1/29/2007	James Ferguson	Completion of study or design	3.8
SP	EDP-SP-SR-2008-008	EDP	Parsons Brinckerhoff Quade & Douglas, Inc.	1/8/2010	Leonor Ortega	Completion of study or design	3.3
SP	EDP-SP-SR-2008-008	EDP	Parsons Brinckerhoff, Inc. dba PB Americas	1/8/2010	Leonor Ortega	Completion of study or design	3.3
WS	EDP-WS-S-42	EDP	Parsons Brinckerhoff, Inc. dba PB Americas	1/29/2007	James Ferguson	Completion of study or design	3.8
WS	EDP-WS-S-41	EDP	Parsons Brinckerhoff, Inc. dba PB Americas	1/29/2007	James Ferguson	Completion of study or design	3.8
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	7/9/2013	Isaac A Gutierrez	Interim	3.8
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	5/29/2013	Isaac A Gutierrez	Interim	3.8

	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	4/24/2013	Isaac A Gutierrez	Interim	3.9
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	3/26/2013	Isaac A Gutierrez	Interim	3.7
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	2/21/2013	Isaac A Gutierrez	Interim	3.8
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	1/30/2013	Isaac A Gutierrez	Completion of study or design	3.8
	WO: 1						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	1/28/2013	Isaac A Gutierrez	Interim	3.8
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	12/19/2012	Isaac A Gutierrez	Interim	3.8
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	12/10/2012	Isaac A Gutierrez	Interim	3.8
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	11/28/2012	Isaac A Gutierrez	Interim	3.8
	WO: 4						
MT	TR04-PTP1	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	10/16/2012	Hobbit Forrest	Interim	3.5
	WO: 7.1						
MT	TR04-PTP1	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	10/16/2012	Hobbit Forrest	Interim	3.7
	WO: 6.1						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	9/18/2012	Isaac A Gutierrez	Interim	3.7
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	8/7/2012	Isaac A Gutierrez	Interim	3.7
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	7/10/2012	Isaac A Gutierrez	Interim	3.7
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	6/11/2012	Isaac A Gutierrez	Interim	3.7
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	5/15/2012	Isaac A Gutierrez	Interim	3.6
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	3/29/2012	Isaac A Gutierrez	Project conclusion or closeout	3.6
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	3/5/2012	Isaac A Gutierrez	Interim	3.6
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	2/7/2012	Isaac A Gutierrez	Interim	3.6
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	1/16/2012	Isaac A Gutierrez	Interim	3.6
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	1/2/2012	Isaac A Gutierrez	Interim	3.6
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	11/17/2011	Isaac A Gutierrez	Interim	3.6
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WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	10/20/2011	Isaac A Gutierrez	Interim	3.6
	WO: 4						
WS	E10-WASD-01	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	9/19/2011	Isaac A Gutierrez	Interim	3.6
	WO: 4						

WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	8/8/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	7/11/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 4	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	6/10/2011	Isaac A Gutierrez	Interim	3.6
WS	E10-WASD-01 WO: 1	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	3/3/2011	Isaac A Gutierrez	Interim	3.7
WS	E10-WASD-01 WO: 2	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	12/30/2010	Isaac A Gutierrez	Completion of study or design	3.7
WS	E10-WASD-01 WO: 3	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	12/10/2010	Isaac A Gutierrez	Completion of study or design	3.7
MT	TR04-PTP1 WO: 5.1	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	2/28/2010	Jesus Valderrama	Interim	3.5
MT	TR04-PTP1 WO: 3.1	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	9/30/2008	Jesus Valderrama	Interim	3.5
SP	E01-SEA-02-2 WO: 10	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	2/26/2009	Leonor Ortega	Interim	3.3
MT	TA00-TPS-7	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	4/1/2008	Jesus Valderrama	Project conclusion or closeout	3.9
MT	TR04-PTP1	PSA	Parsons Brinckerhoff, Inc. dba PB Americas	4/1/2008	Jesus Valderrama	Interim	3.0

Evaluation Count: 78 Contractors: 1 Average Evaluation: 3.7

Exit

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

PARSONS BRINCKERHOFF, INC.

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Event Effective Date	NONE

Principal Address

ONE PENN PLAZA
NEW YORK, NY 10119

Changed: 02/14/1995

Mailing Address

TWO GATEWAY CENTER
SUITE 1803
NEWARK, NJ 07102

Changed: 02/24/2012

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 07/02/1992

Address Changed: 07/02/1992

Officer/Director Detail

Name & Address

Title PD

KELLY, GREGORY

ONE PENN PLAZA
NEW YORK, NY 10119

Title D

PIERSON, GEORGE
ONE PENN PLAZA
NEW YORK, NY 10119

Title SVP

HERNDON, CHARLIE
5405 WEST CYPRESS STREET, SUITE 300
TAMPA, FL 33607

Title SVP

MARTIN, GEORGE
2202 N. WEST SHORE BLVD.
TAMPA, FL 33607

Title VP

Colas, Ronald
7300 CORPORATE CENTER DR. SUITE 600
MIAMI, FL 33126

Title VP

Walton, George
2202 N. West Shore Blvd
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Tampa, FL 33607

Title VP

Kendall, Michelle
420 S. Orange Avenue
Suite 400
Orlando, FL 32801

Title Senior Vice President

Jassey, Hillary
One Penn Plaza
New York, NY 10119

Annual Reports

Report Year	Filed Date
2011	04/13/2011
2012	02/24/2012
2013	01/18/2013

Document Images

01/18/2013 -- ANNUAL REPORT	View image in PDF format
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04/24/2008 -- ANNUAL REPORT	View image in PDF format
02/13/2007 -- ANNUAL REPORT	View image in PDF format
11/20/2006 -- Name Change	View image in PDF format
02/17/2006 -- ANNUAL REPORT	View image in PDF format
02/09/2005 -- ANNUAL REPORT	View image in PDF format
02/25/2004 -- ANNUAL REPORT	View image in PDF format
03/20/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
05/07/2001 -- ANNUAL REPORT	View image in PDF format
03/20/2001 -- ANNUAL REPORT	View image in PDF format
02/10/2000 -- ANNUAL REPORT	View image in PDF format
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State of Florida, Department of State

Memorandum

MIAMI-DADE COUNTY

Date: February 13, 2013

To: Lester Sola, Director
Internal Services Department

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

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

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department (WASD)
Contract Administration and Construction Management for the Replacement of the 54-Inch Sanitary Sewage Force Main Pipeline with a 60-Inch Sanitary Sewage Force Main from Fisher Island, Under Norris Cut, to the Central District Wastewater Treatment Plant located at Virginia Key
ISD Project No. E12-WASD-04

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

ISD Project No.: E12-WASD-04

Project Title: Contract Administration and Construction Management for the Replacement of the 54-Inch Sanitary Sewage Force Main Pipeline with a 60-Inch Sanitary Sewage Force Main from Fisher Island, Under Norris Cut, to the Central District Wastewater Treatment Plant located at Virginia Key.

Scope of Services Summary: The selected consultant will provide contract administration, construction management and field inspection services that will include but are not limited to: engineering and construction administration activities during the design, permitting and construction phase of the design-build contract, daily on-site inspections, maintaining daily progress log(s), review and approve schedule and schedule of values, and other documents as necessary, process and authorize progress payments including allowance accounts and change orders, review and accept as-built drawings, utilize WASD's Project Control Tracking System (PCTS) to track all documents and activities, and interface with the design-build criteria professional and the design build contractor as needed; and responding to requests for information.

The consultant shall develop, implement and maintain a Quality Assurance (QA) and Quality Control (QC) and Safety Program Plan for the project; required to follow existing WASD engineering and construction management practices and to prepare a QC manual used by the consultant and WASD throughout the project; and to perform requested site and facility inspections of the design build team offices, sub-consultants, manufacturers, suppliers, construction and other related sites to perform QA and QC inspections.

The Prime consultant and/or sub-consultant(s) must demonstrate experience in the following areas:

1. The Prime consultant is required to have experience with the design, inspection and construction management of tunneling projects within the past five (5) years from the date of this solicitation.

2. The Prime or any of the sub-consultants are required to have experience with the design, inspection and construction management of underwater structures including marine shafts and their appurtenant facilities within the past five (5) years from the date of this solicitation.

The expertise must be met by a qualified individual(s) of the prime firm and or sub-consultants, as denoted above. 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 non-exclusive Professional Services Agreement (PSA) for $5,500,000 (inclusive of contingency) for an effective term of five (5) years will be awarded under this solicitation.

Community Business Enterprise Goal/Measure: The Department of Regulatory and Economic Resources (RER) established, on October 5, 2012, that a 27% Community Business Enterprise (CBE) goal be applied to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): November 6, 2012.

Number of Proposals Received: Two (2) proposals were received by the Clerk of the Board on January 28, 2013.

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

Non-Compliance: On January 11, 2012, the Clerk of the Board received two (2) proposals in response to this solicitation. The proposals were unopened. Section 3.2, Selection Process, of the NTPC states the following: "...In the event that the County receives fewer than three proposals, the County in its sole discretion may extend the proposal submittal deadline date, denoted in Section 1.8, Schedule, provided that proposal(s) have not been opened". As a result, Addendum No. 2 was issued on January 15, 2012, extending the submittal deadline date to January 28, 2012. No additional proposals were received on the aforementioned date. The two (2) submittals originally received on January 11, 2012 were found in compliance.

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

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

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:

Isaac Gutierrez, WASD
Isaac Smith, WASD
Becky Hope, Port Miami

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. See below:

SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A 27% CBE GOAL

Parsons Brinckerhoff, Inc.
Qualitative Points - 463
Ordinal Score - 3
Final Ranking - 1

The following team will serve as the alternate:

URS Corporation Southern
Qualitative Points - 427
Ordinal Score - 6
Final Ranking - 2

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 2/21/13 Date

Not Approved Date

Attachments:

1. List of Respondents
2. First-Tier Final Tabulation Sheet

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

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: Contract Administration and Construction Management Services
OCI Project No.: E12-WASD-04
Measures: 27% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 01/28/2013

Submittal No: 1
Prime Name: PARSONS BRINCKERHOFF, INC.
Trade Name: PB AMERICAS, INC.

Prime Local Preference: Yes
FEIN No.: 111531569

Subs Name	Trade Name	Subs FEIN No.
a. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
b. AMERICAN ENGINEERING GROUP, INC.		651154644
c. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
d. HR ENGINEERING SERVICES, INC.		650849633
e. K.M. ENGINEERING CONSULTANTS, INC.	KMEC	260125061
f. MILLER, LEGG & ASSOCIATES, INC.		650563467
g. NOVA CONSULTING, INC.		650577672
h. MEDIA RELATIONS GROUP, LLC		200118620

Submittal No: 2
Prime Name: URS CORPORATION SOUTHERN
Trade Name: GREINER SOUTHERN, INC.

Prime Local Preference: Yes
FEIN No.: 592087895

Subs Name	Trade Name	Subs FEIN No.
a. KING ENGINEERING ASSOCIATES, INC.		591782900
b. CES CONSULTANTS, INC.		650792884
c. LEITER, PEREZ & ASSOCIATES, INC.		592746730
d. BERMELLO, AJAMIL & PARTNERS, INC.		591722486

FIRST – TIER MEETING February 12, 2013 MIAMI-DADE WATER AND SEWER DEPARTMENT Contract Administration and Construction Management for the Replacement of the 54-inch Sanitary Sewage Force Main Pipeline with a 60-inch Sanitary Sewage Force Main from Fisher Island, under the Norris Cut, to the Central District Wastewater Treatment Plant Located at Virginia Key ISD PROJECT NO. E12-WASD-04 **TABULATION SHEET**		COMPETITIVE SELECTION COMMITTEE													
		Isaac Smith	Isaac Gutierrez	Becky Hope	Li Green	Renata Quintana	SUB TOTAL	Average	Low Dispersion	High Dispersion	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	NAME OF FIRM(S)														
1	Parsons Brinckerhoff, Inc. (LF)														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	49	47	48	46	238	48	32	63					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	20	15	19	17	89	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	18	18	17	18	17	88	18	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	5	4	5	23	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					
		93	97	89	94	90					463	1	3	1	1
	Ordinal Scores	1	1	1	1	1									
		1	1	1	1	1									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A. Total Qualitative Points for Criteria 1A.														
2	URS Corporation Southern (LF)														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	46	38	47	46	45	222	44	30	59					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	17	17	18	16	86	17	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	17	16	16	16	16	81	16	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	5	3	2	1	13	3	2	3					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	25	5	3	7					
		88	81	88	87	83					427	2	6	2	2
	Ordinal Scores	2	2	2	2	2									
		2	2	2	2	2									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A. Total Qualitative Points for Criteria 1A.														
	Amelia M. cordova-Jimenez, Chairperson														
	Pursuant to Miami-Dade County Code 2-10.4 & I.O. 3-34														
	Yellow highlight denotes high and low ordinal scores dropped														

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

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

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

And the ENGINEER:

Name:	Parsons Brinckerhoff, Inc.
FEIN:	111531569
Address:	7300 Corporate Center Drive, Suite 700 Miami, Florida 33126
Phone Number:	305-261-4785
Fax Number:	305-261-5735
E-mail Address:	Spillett@pbworld.com

The COUNTY and the ENGINEER agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
PARSONS BRINCKERHOFF, INC.
AGREEMENT NUMBER 13PBI001

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THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

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

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide engineering services for contract administration and construction management services for the design, permitting and construction for the replacement of the 54-inch sanitary sewage force main pipeline with a 60-inch sanitary sewage force main pipeline from Fisher Island, under the Norris Cut, to the Central District Wastewater Treatment Plant located at Virginia Key - hereinafter referred to as the "Project".

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

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

   The Director of WASD, hereinafter referred to as the "Director", or the Director's designee, shall issue written task order authorizations 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 task order authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. PROFESSIONAL SERVICES: Upon receipt of the task order authorization from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of WASD. Said services include providing engineering services for contract administration, construction management and field inspection services that will include, but are not limited to; engineering and construction administration activities during the design, permitting and construction phase of the design-build contract, daily on-site inspections, maintaining daily progress log(s), review and approve schedules and schedule of values, and other documents as necessary, process and authorize progress payments including allowance accounts and change orders, review and accept as-built drawings, utilize WASD's Project Control Tracking System (PCTS) to track all documents and activities, and interface with the design-build criteria professional and the design-build contractor as needed; respond to requests for information.

   The ENGINEER shall develop, implement and maintain a Quality Assurance (QA) & Quality Control (QC) and Safety Program Plan for the Project. The ENGINEER will be required to follow existing WASD engineering and construction management practices and to prepare a QC manual used by the ENGINEER and WASD throughout the project. The ENGINEER will be required to perform requested site and facility inspections of the design build team offices, Subconsultants, manufacturers, suppliers, construction and other related sites to perform QA and QC inspections.

3. EMPLOYEES ARE THE RESPONSIBILITY OF THE ENGINEER/ INDEPENDENT CONTRACTOR RELATIONSHIP: The ENGINEER is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the ENGINEER's sole direction, supervision and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER's relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The ENGINEER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement. The ENGINEER shall supply competent employees. The COUNTY may require the ENGINEER to remove an employee if, in the COUNTY's sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task order authorization. The ENGINEER shall not replace any employee in the team initially proposed by the ENGINEER without

prior approval from the Director or the Director's designee. The ENGINEER shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and labor rates, as reported to the Internal Revenue Services, with such labor rates made a part hereof as Attachment "H" to this Agreement. All employees engaged in this Project will be required to submit the attached conflict of interest "Affidavit" as Attachment "I".

4. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:
   A. Use the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
   B. Maintain an adequate staff of qualified personnel at all times to ensure completion of the work within the term specified in the applicable task order authorization.
   C. Comply with the federal, state and local laws or ordinances applicable to the work.
   D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
   E. Provide a written report on the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or the Director's 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 task order authorization. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
   G. Confer with the COUNTY at any time during the effective term of the Agreement and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
   H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
   I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of WASD. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of WASD IT. All electronic data performed or produced in the performance of this Agreement shall be transferred in an approved media and format by WASD IT.

J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.
K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these standards shall be the burden of the ENGINEER.
L. The COUNTY reserves the right to require background checks on ENGINEER staff working on sensitive WASD infrastructure information, especially GIS layers. WASD may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the ENGINEER responsible for the security of this data.
M. All ENGINEER staff wishing to gain access to work via the COUNTY network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after ten (10) days.
N. The ENGINEER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.
O. The ENGINEER shall comply with applicable provisions of any Consent Decree (CD) with the COUNTY for its Wastewater Facilities Improvements. The ENGINEER shall be familiar with the most recent version of the CD which is available for review at WASD's website at http://www.miamidade.gov/water/wastewater-improvements-projects.asp.

5. 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 from the Director or the Director's designee subsequent to the execution of this Agreement, and be completed within the time stated in the task order authorization.

6. 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 for any delays. The ENGINEER shall not be entitled to an increase in the Agreement sum, payment or compensation of any kind from the COUNTY beyond that set forth in this Agreement 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 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.

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

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

8. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by WASD and in accordance with the Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization approved by the Director or the Director's designee:

   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 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. Office Personnel shall mean personnel that are located in the home offices of the ENGINEER and

or Subconsultant(s). Field Personnel shall mean personnel that is performing duties in the field, or outside of the home offices of the ENGINEER and or Subconsultant(s), and at offices of the COUNTY for more than thirty (30) days, but not considered permanent. Also, the home office still provides office space. 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. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed two hundred fifty dollars ($250.00) per hour for the ENGINEER and Subconsultant(s). Furthermore, the maximum hourly rates (before the multipliers) are capped and set not to exceed as indicated in the attached Exhibit "H".

The COUNTY has the right to audit this Agreement to verify these multipliers. No escalation will be permitted.

2) For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime work considered necessary and previously authorized in advance by the Director in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals shall not receive additional compensation for performance of overtime work. Overtime is defined as work in excess of forty (40) hours per week.

3) Labor rates shall be in accordance with the list of employees and rates supplied by the ENGINEER and its Subconsultant(s), and made a part hereof as Exhibit "H" and consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to approval by the Director prior to starting work.

4) The ENGINEER and its Subconsultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind including, but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factor set forth above shall cover all such costs pertinent to the work.

5) All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the ENGINEER unless otherwise provided for herein or within a written task order authorization. The ENGINEER shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed

satisfactorily and the charges are, in the opinion of the ENGINEER, payable to such Subconsultant(s).

6) The ENGINEER shall promptly make all payments to such Subconsultant(s) following receipt by the ENGINEER of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the ENGINEER shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Subconsultant(s) authorized by the Director as services shall not exceed the ENGINEER's rates referenced above unless otherwise approved in advance by the Director.

7) The ENGINEER and its Subconsultant(s) shall be compensated at the flat rate of one hundred twenty-five dollars ($125.00) per hour for the time a Principal(s) is/are engaged directly in the work. This rate shall not be subject to the negotiated multiplier. The Director reserves the right to substitute Principal(s) in its sole discretion upon request by the ENGINEER.

8) Surveying and testing services, if needed and authorized by the Director or the Director's designee, shall be compensated in accordance with the COUNTY's Public Works and Waste Management Department schedule of payment, attached as Exhibit "J".

9) Diving services shall be paid as a direct reimbursable at the rates agreed to herein.

10) Not To Exceed: Under this compensation, the ENGINEER is compensated for the actual time of personnel engaged directly in performing services under this Agreement. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the task order authorization. The compensation method shall be in accordance with the compensation schedule as shown in 8(A)(1) of this Agreement.

B. Lump Sum Fee: The fee for any requested portion of work may be, at the option of WASD, a lump sum mutually agreed upon by the COUNTY and the ENGINEER. The lump sum fee will be estimated based on direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization to proceed. Lump sum fees shall NOT include any reimbursable expenses which must be separately accounted and paid on the basis of original receipts and actual costs

C. Reimbursable Expenses: The ENGINEER may be compensated on a direct reimbursement basis for certain work related expenditures not covered by

fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director or the Director's designee in writing. Reimbursable expenses typically are not considered the cost of doing day-to-day business and may include:

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

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

3) Reimbursable expenses of the ENGINEER and approved Subconsultants shall be identified on a direct cost basis. Mark ups as a percentage of salary costs are not permissible and will not be reimbursed or paid. The ENGINEER shall be required to submit original receipts of all reimbursable expenses for tasks issued on a time and material basis and lump sum.

4) Expenses incurred by the ENGINEER for an office trailer required to perform services at the Project locations. In the event the COUNTY requests the ENGINEER to provide an office trailer, the COUNTY shall reimburse the ENGINEER for expenses associated with the use of the office trailer such as, but not limited to, the lease payments, office furniture and equipment, permitting fees, site preparation fees including installation of utilities, monthly utilities cost, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY.

5) Items not listed shall be reviewed on a case-by-case basis and shall require approval in advance by the Director or the Director's designee.

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed five million dollars

($5,000,000.00), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of additional services by the ENGINEER after the five million dollars ($5,000,000.00) maximum compensation limit of the Agreement has been encumbered, the Director shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement maximum compensation limit or five hundred thousand dollars ($500,000.00). Before any additional services are begun, a task order authorization from the Director shall be given to the ENGINEER. The ENGINEER shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Allowance Account remains the property of the COUNTY.

F. Truth-In-Negotiation Certification of Wage Rates: Pursuant to Administrative Order 3-39 and Section 287.055 5(a), Florida Statutes, for all lump-sum or cost-plus-a-fixed-fee professional services agreement 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 as attached hereto as Exhibit "F". The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the ENGINEER's payroll prior to issuing a task order authorization.

G. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of Section 8 of this Agreement, the COUNTY reserves the right in its sole discretion, through the Director or the Director's designee, to negotiate fees and rates with ENGINEER, mutually acceptable to COUNTY and ENGINEER, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

9. 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 one hundred twenty (120) days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice

for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.
   1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing work completed.

   2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report"(MUR) form in accordance with the Department of Regulatory and Economic Resources requirements. Invoices shall not be considered valid without said form. The MUR shall indicate the amount of contract monies received and paid to the ENGINEER, including payments to Subconsultant(s). The MUR format is attached as Exhibit "B". Invoices shall not be considered valid without said form.

   3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 8.A. and 8.C. hereof, respectively.

   4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee.
   1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing work completed.

   2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Regulatory and Economic Resources requirements as shown herein. 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 payments.

   4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

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

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

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

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

The ENGINEER shall be permitted to reproduce any copyrighted material described above after written approval from the COUNTY.

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

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

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

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

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

16. 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.

17. SUBCONSULTANTS:
A. The ENGINEER shall utilize the following firms as Subconsultants: A&P Consulting Transportation Engineers Corp.; American Engineering Group, Inc.(CBE); Consulting Engineering & Science, Inc.(CBE); HR Engineering Services, Inc.(CBE); K.M. Engineering Consultants, Inc.(CBE); Miller, Legg & Associates, Inc.; Nova Consulting, Inc.(CBE); and Media Relations Group, LLC. The ENGINEER shall not sub-consult, assign or transfer to others work

performed under this Agreement without thirty (30) days written notice to the Director or the Director's designee. The request must be approved by the Director or the Director's 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 the Director's 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 Implementing Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of twenty-seven percent (27%) 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 (10^{th}) working day following the preceding month or with the monthly invoice.

C. SUBCONTRACTOR(S) RACE, GENDER AND ETHNIC MAKE UP OF OWNERS AND EMPLOYEES: Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars ($100,000.00) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier Subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Exhibit "C")

18. 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.

19. SOLICITATION: The ENGINEER warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's Subconsultants, have been retained or

employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's Subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees. For breach of violation of this warranty, the COUNTY has the right to annul this Agreement without liability to the ENGINEER for any reason whatsoever.

20. WARRANTY: The ENGINEER warrants that the services furnished by the ENGINEER under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida.

21. 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 8, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (I0) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

22. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of five (5) years after execution of this Agreement. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to, indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Section 8 hereof.

23. 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. At the Director's discretion, the ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

24. CONSEQUENCE FOR NONPERFORMANCE: Should the ENGINEER fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the services, the ENGINEER shall be liable for any damages to the COUNTY resulting from such delay.

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

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

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

This Section shall survive expiration or termination of this Agreement.

26. INSURANCE: The ENGINEER, including Subconsultant(s), 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 meets 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 three hundred thousand dollars ($300,000) combined single limit per occurrence for bodily injury and property damage.

B. Professional Liability Insurance in the amount of five million dollars ($5,000,000) per claim, with the deductible per claim, if any, not to exceed ten percent (10%) of the limit of coverage. This insurance shall be maintained for one (1) year after the completion and acceptance by the COUNTY of the Services performed pursuant to this Agreement.

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

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

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

1) 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,

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

The ENGINEER shall furnish certificates of insurance to WASD's Architecture and Engineering Professional Services Manager, Suite 538-6, 3071 S.W. 38th Avenue, Miami, Florida 33146, and prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 26.

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.

27. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

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

1) Ordinance No. 72-82 (Conflict of Interest), as amended;
2) Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER's obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152:
   (a) A source of income statement;
   (b) A current certified financial statement; or
   (c) A copy of the ENGINEER's Current Federal Income Tax Returns.
3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code;
4) Environmentally Acceptable Packaging, Resolution No. 738-92;
5) Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;
6) Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
7) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
8) Architectural and Engineering Selection Process, Administrative Order 3-39;
9) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
10) Criminal Record, Ordinance No. 94-34; and
11) Resolution No. 113-94, Quarterly Reports (Private Sector Work); Independent Private Sector Inspector General (IPSIG); Resolution No. 516-96 and Administrative Order No. 3-20.

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

1) Miami-Dade County Ownership Disclosure Affidavit, Section 2-8.1 of the County Code;
2) Miami-Dade County Employment Disclosure Affidavit, County Ordinance No. 90-133, amending Section 2.8-1(d)(2)of the County Code;
3) Miami-Dade County Employment Drug-Free Work Certification, Section 2-8.1(b) of the County Code;

4) Miami-Dade County Disability Nondiscrimination Affidavit, Article 11, Section 2-8.1.5 Resolution R182-00 amending R-385-95;
5) Miami-Dade County Debarment Disclosure Affidavit, Section 10.38 of the County Code;
6) Miami-Dade County Vendor Obligation to County Affidavit Section 2-8.1 of the County Code;
7) Miami-Dade County Code of Business Ethics (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code;
8) Miami-Dade County Family Leave, Article V of Chapter 11 of the County Code;
9) Miami-Dade County Living Wage, Section 2-8.9 of the County Code;
10) Miami-Dade County Domestic Leave and Reporting Affidavit, Article 8, Section 11A-60 11A-67 of the County Code;
11) Required Listing of Subcontractor and Suppliers Contracts Certification, Section 10-34 of the County Code;
12) False Claims, Ordinance No. 99-152; and
13) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code; Exhibit "E".
14) Truth and Negotiation Certificate, as attached Exhibit F"".

28. SUSTAINABLE BUILDING PROGRAM: The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager:
   A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
   B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
   C. Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
   D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

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

enable the COUNTY to use proprietary property, including but not limited, to computer programs or software.

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

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

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

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

32. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. ETHICS COMMISSION: Questions regarding organizational conflicts of interest shall be submitted prior to the submittal date and addressed to the Miami-Dade Commission on Ethics by any bidder, proposer, contractor, or subcontractor regarding potential organizational conflicts pertaining to its own bid, or by the local government contracting officer regarding potential organizational conflicts pertaining to any bidder, proposer, contractor, or subcontractor. The Commission on Ethics shall evaluate the request based on standards established under the Federal Acquisition Regulation (FAR) at 48 CFR § 9.5 (2013) in order to determine if any possible organizational conflicts of interest exist. Determinations by the Commission on Ethics shall be deemed final. When a bidder, proposer, contractor, or subcontractor is found to have a conflict, the submittal presented by the conflicted party shall be rendered nonresponsive. Lobbyists must comply with the Miami-Dade County Code at Secs. 2-11.1 (s) and (t) and all other relevant provisions under County and state law.

36. 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.

37. 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.

38. 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.

39. 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.

40. SECURITY RESTRICTIONS: Access to certain COUNTY property is restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to such COUNTY property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to COUNTY property. The photo identification badges and associated costs are not reimbursed. Prior to commencing work at any COUNTY property, the ENGINEER shall meet with a Plant Superintendent or other designated personnel, to submit required information and discuss security relating to the Project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the Subconsultants comply with security ordinance and all restrictions.

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

41. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or Subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the

Subconsultants' agreements. In addition, a violation by the ENGINEER and/or Subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

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

43. 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.

44. PUBLIC ENTITY CRIMES. To be eligible for award of a contract, firms wishing to do Business with the County must comply with the following: Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Board

By:_____
County Mayor

ATTEST:

PARSONS BRINCKERHOFF, INC.
(Corporate Seal)

By: Cary M. Siegel
Signature

By: Gary E. Nunes
Signature

Cary M. Siegel Asst Secretary
Print Name

Gary E. Nunes SV President
Print Name

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 19th day of July, 2013, by Gary E. Nunes as President and Cary M. Siegel as Asst Secretary, of Parsons Brinckerhoff Inc. a New York Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has/has not/have/have not produced identification and did/did not take an oath.

SV

GAIL A. PIZZIGATI
Notary Public, State of New York
No. 01PI6139305
Qualified in Nassau County
Commission Expires Jan. 3, 2014

Gail A. Pizzigati
Notary Public

GAIL A PIZZIGATI
Print Name

_____
Serial Number

Approved for Legal Sufficiency:

_____
Assistant County Attorney

EXHIBITS

Exhibit A	Proposal for Engineering Services and Labor Expenses
Exhibit B	Monthly Utilization Report
Exhibit C	Miami-Dade County OCI Form # 7 Subcontractor/Supplier Listing
Exhibit D	Affirmation of Vendor Affidavits
Exhibit E	Fair Subcontracting Practices
Exhibit F	Truth-In-Negotiation Certificate
Exhibit G	ISD Form # 10 Subcontractors Payment Report
Exhibit H	Labor Rates
Exhibit I	Conflict of Interest Affidavit

Table of Organization

ATTACHMENT A

ATTACHMENT A - Proposal for Engineering Services Labor Expenses

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 2.5		Task 2.6		Task 3 -		Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 3			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 2			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 1			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
		Sub-totals		0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$0.00	$0.00

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48529/mile (for use of personal vehicle)	
		Subtotal Direct Expense	$ -
Total Labor and Direct Expenses = $ -		I/G of .25% (if applicable) = $ - Labor, Direct Expense and I.G.	$ -

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

Summary of Reimbursable Expenses

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

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

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

ATTACHMENT B ARCHITECTURE & ENGINEERING UTILIZATION REPORT

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

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

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

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

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

B SUBCONSULTANTS

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

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

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

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

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

ARCHITECTURE & ENGINEERING UTILIZATION REPORT – FINAL ONLY

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

SUBCONSULTANTS

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

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

_____ SIGNATURE OF AFFIANT (PRIME CONSULTANT)

_____ TITLE

Sworn before me:

This _____ day of _____, 2002

_____ PRINTED NAME OF AFFIANT

_____ DATE

_____ NOTARY PUBLIC

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

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

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

ATTACHMENT C

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 Parsons Brinckerhoff, Inc. FEIN # 11-153569

Project/Contract Number ISD Project Number E12-WASD-04, Agreement Number 13PBI001

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

☐ 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.

Signature of Bidder/Respondent	Print Name	Print Title	Date
Gary E. Nave	GARY E. NAVE	SR VICE PRESIDENT	7/18/2013

SUB 100 Rev. 6/12

ATTACHMENT D

Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No.: ISD E12-WASD-04 13PBI001 **Federal Employer Identification Number (FEIN):** 11-1531569

Contract Title: 54" Force Main Replacement, Norris Cut Channel, Fisher Island to Virginia Key WW

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

Garry E. Nunes — Printed Name of Affiant

Sr Vice President — Printed Title of Affiant

Garry E. Nunes — Signature of Affiant

Parsons Brinckerhoff, Inc — Name of Firm

7/19/13 — Date

1 Penn Plaza N.Y. — Address of Firm

N.Y. — State

10119 — Zip Code

Notary Public Information

Notary Public – State of New York County of Nassau

Subscribed and sworn to (or affirmed) before me this 19th day of, July 20 13.

by Garry E Nunes He or she is personally known to me ☑ or has produced identification ☐

Type of identification produced

Signature of Notary Public

GAILA PIZZIGATI
Notary Public, State of New York
No. 01PI6139305
Qualified in Nassau County
Commission Expires Jan. 3, 2014

Print or Stamp of Notary Public

01PI6139305 — Serial Number

Expiration Date

Notary Public Seal

ATTACHMENT E

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

FAIR SUBCONTRACTING PRACTICES

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

FAIR SUBCONTRACTING PRACTICES

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

Parsons Brinckerhoff, Inc. will not discriminate on the grounds of race, religion, color, sex, national origin, age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Parsons Brinckerhoff, Inc. will not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Part 21.5. All subconsultants, vendors and third parties intending to do business with Parsons Brinckerhoff, Inc. must be prequalified. Selection for participating in teaming arrangements with the firm is done through a best value analysis process based on an objective criterion.

In all solicitations, either by competitive bidding or negotiation made by Parsons Brinckerhoff, Inc. for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified of their obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, and low income. Parsons Brinckerhoff, Inc. will include the necessary provisions in every subcontract; including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Parsons Brinckerhoff, Inc. ensures nondiscrimination and equal employment opportunity in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964.

If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Lloyd Graham, Global Compliance Officer at 212-465-5428.

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

Signature of Authorized Representative: Yvonne Quinones Yvonne Quinones

Title: Vice President Date: July 23, 2013

Proposer's Name: Parsons Brinckerhoff, Inc.

Exhibit "F"
Truth-In-Negotiation Certificate

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

This sworn statement is submitted for:

PROJECT TITLE 54" Force Main Replacement, Norris Cut Channel, Fisher Island to Virginia Key WWTP

PROJECT NUMBER ISD E13-WASD-04, 13PBI001

Before me the undersigned authority appeared Garry E. Nunes (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.

Garry E. Nunes
(Signature of Authorized Representative)

Title Sr Vice President

Date 7/19/2013

STATE OF: New York
COUNTY OF: New York

The above certifications/verifications were acknowledged before me this 19th day of July, 2013,

by Garry E. Nunes,
(Authorized Representative)

of Parsons Brinckerhoff, Inc.,
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

GAIL A. PIZZIGATI
(Print Name)

Notary Stamp or Seal:

GAIL A. PIZZIGATI
Notary Public, State of New York
No. 01PI6139305
Qualified in Nassau County
Commission Expires Jan. 3, 2014

Notary Commission Number: 01PI6139305
My Commission Expires: 2014

ATTACHMENT G

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 ☐

EXHIBIT H

PARSONS BRINCKERHOFF

2202 North West Shore Blvd
Suite 300
Tampa, FL 33607

www.pbworld.com

Miami-Dade Water and Sewer Department (WASD)

Consultant: Parsons Brinckerhoff, Inc.
Certification of Rates and Work Classifications
Replacement 54-FM FI to VK-CM
OCI Project No.: E12-WASD-04

Job/Work Classification	Personnel	Current Salary 2013	Comments
Project Manager	Ron Fields	$ 73.30	Salaried
Deputy Project Manager	Michael Wooten	$ 51.32	Salaried
Safety Support Manager	Ted Devens	$ 78.37	Salaried
Scheduler	Duane Hoback	$ 65.30	Salaried
Segmental Tunnel	John Critchfield	$ 79.38	Salaried
Segmental Tunnel	Eldon Abbott	$ 97.04	Hourly
Segmental Tunnel	Brian Zelenko	$ 91.71	Salaried
Senior Inspector - Tunnel	James Jackson III	$ 43.00	Hourly
Senior Inspector - Sewer	Don Booker	$ 35.56	Hourly
Senior Inspector	Mahmoud Fahs	$ 29.85	Hourly
Inspector - Tunnel	Gary Wingfield	$ 42.00	Hourly
Technical Review/Claims & Scheduling Reviews	George Inlow	$ 67.16	Salaried
Clerical	Susan Nesenman	$ 18.91	Hourly

I certify that the above information is true and accurate as of this date. Increases are generally given in January of each year and have average 4% and above.

May 16, 2013

G. Dewey Martin III, P.E.
Senior Vice President

Date

KMEC

March 1, 2013

Re: Certified Payroll Rates

This is to certify that the wage rates listed below are the current rates as of today for each mentioned employee.

EMPLOYEE	TITLE	RATE
Yusem Corchero	Administrative Assistant	$ 31.00
Gonzalo Giraldo	Senior Inspector	$ 33.00

I hereby certify that the above information is true and accurate as of this date.

Kouroche Mohandes
PRESIDENT

3/01/13
Date

201 178th Drive, #434, Sunny Isles Beach, FL 33160 Phone 786-586-7779 Fax 305-402-2206 E-mail Kouroche@kmecinc.com

American Engineering Group, Inc.

To whom it may concern:

Please accept this certification to confirm that Daniel Estupinan hourly pay rate is $25.67 per hour as shown on his employee paystub (attached).

Daniel Estupinan is an hourly rate employee and his annual earnings are reported to the IRS accordingly.

STATE OF FLORIDA
COUNTY OF MIAMI DADE

Affirmed and subscribed before me this __23___ day of _MAY_, 2013_, by Ramon Arosemena.

(NOTARY SEAL)

BILVIA MARTIN
MY COMMISSION #DD988476
EXPIRES: APR 18, 2014
Bonded through 1st State Insurance

Personally Known __X____ OR Produced Identification ____
Type of Identification
Produced_____

CONSULTING ENGINEERING & SCIENCE, INC.

Civil Engineers Coastal Engineers Environmental Scientists

March 1, 2013

Mr. Ron Fields, P.E.
Parson Brinkerhoff
7300 Corporate Center Drive, #600
Miami, Florida 33126

Re: E12-WASD-04
54" Sanitary Sewage FM

Dear Mr. Fields:

Please accept this letter and accompanying information as our certified rates for the above referenced project. The following are our rates for labor and equipment:

Job Classification	Hourly Rate
Senior Engineer/Scientist	$175.00
Registered Engineer	$125.00
Engineer/Scientist	$115.00
Engineer Technician	$85.00

Equipment Description	Daily Rate
14' Power John Boat	$300.00
24' Power Boat	$750.00
Scuba Dive Equipment	$50.00
Brownie Third Lung	$100.00

The undersigned certifies that the above information is current and accurate as of this date. Should you have any questions, or require additional information, please call.

Very truly yours,

CONSULTING ENGINEERING & SCIENCE, INC.

John R. Guttman, P.E.
President

JRG:agm

(13012)

10700 N. Kendall Drive, Suite 400 • Miami, Florida 33176 • Phone: (305)378-5555 • Fax: (305) 279-4553

CONSULTING ENGINEERING & SCIENCE, INC.

Civil Engineers Coastal Engineers Environmental Scientists

May 23, 2013

Mr. Ron Fields
Parsons Brinkerhoff
7300 Corporate Center Drive
Miami, Florida 33126

Re: E12-WASD-04
54" Sanitary Sewer FM

Dear Mr. Fields:

Please accept this letter and accompanying information as our certified rates for the above referenced project. The following are our rates for labor and equipment

Classification	Hourly Rate	3-man	4-man
Senior Engineer (PE)	$175.00	$1,400	$1,400
Staff Engineer (PE)	$125.00	$1,000	$1,000
Engineer	$115.00		$ 920
Engineering Technician	$ 85.00	$ 680	$ 680
Dive Equipment	$ 50.00	$ 50	$ 100
Dive Team Rate (8 hours per day)		$3,130	$4,100
Power Boat	$750.00	$ 750	$ 750
Total Daily Rate		$3,880	$4,850

The undersigned certifies that the above information is current and accurate as of this date. Should you have any questions, or require additional information, please call.

Very truly yours,

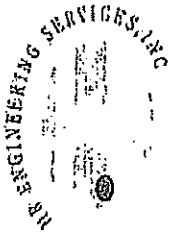
CONSULTING ENGINEERING & SCIENCE, INC.

John R. Guttman, P.E.
President

JRG:agm

(13012)

10700 N. Kendall Drive, Suite 400 • Miami, Florida 33176 • Phone: (305)378-5555 • Fax: (305) 279-4553



Construction Management Services for Government Cut Utility Relocation Projects
Replacement of 54-inch FM to VK-CM
MDC Project No. 12WASD-04
Miami-Dade Water and Sewer Department
HR Engineering Services, Inc.
Subconsultant
Personnel Unloaded Rates

The following are the wages of the personnel assigned to the project:

Year	2013
Hernando R. Ramos, PE - Senior Geotechnical Engineer	$ 69.67
Liladhar Niraula, PE – Project Geotechnical Engineer	$ 43.82
Rodrigo Alba, EI – Staff Geotechnical Engineer	$ 37.12
Ricardo Bernal, Geotechnical Engineer/Engineer Inspector	$ 45.00 (proposed)

Note: Mr. Ricardo Bernal works for HRES since 2008 as part time subconsultant through CEN Geotechnical and Environmental Solutions, Inc. with a current hourly rate of $ 75. We are proposing him for $ 45 per hour and using the field multiplier.

I certify that the hourly rate above represent the actual wage for the HRES employees and is proposed to the year 2013.

I certify that to the best of my knowledge and belief, all information submitted above is accurate, complete and representative of reasonable charges applicable to the project.

HR Engineering Services, Inc.

Hernando R. Ramos, P.E.
President

Date: March 1, 2013

7815 N.W. 72nd Avenue
Medley, FL 33166
Phone: (305) 888-8880
Fax (305) 888-8770

Miami-Dade Water and Sewer Department (WASD)

Consultant:
Certification of Rates and Work Classifications
Replacement 54-FM FI to VK-CM
OCI Project No.: E12-WASD-04

Job/Work Classification	Personnel	Current Salary 2013	Comments
QA/QC Lead	Armando Rubio	$ 60.00 / hr	Hourly
Design-Build Coordinator	Arnello Alfonso, P.E.	$ 78.32 / hr	Salary
Project Engineer	Erik Sibila, P.E., CGC	$ 42.31 / hr	Salary
Senior Inspector	Juan Velazquez	$ 29.61 / hr	Hourly
Water & Sewer Pipeline	Elthel Sierra, P.E.	$ 78.32 / hr	Salary
Senior Project Engineer	Jans Rovira, P.E.	$ 43.27 / hr	Hourly
Project Engineer	Anaily Perez-Garcia,P.E.	$ 32.07 / hr	Salary
Project Engineer	Nelson Perez-Jacome, E.I.	$ 29.61 / hr	Salary

I certify that the above information is true and accurate as of this date.

Carlos M. Gil-Mera, P.E. - Principal
A&P Consulting Transportation Engineers Corp.

Date: 5/23/13

Nova Consulting

May 23rd, 2013

Wage Rate Certification

I hereby certify that the rates below are the actual records for the following employees:

Project Role	Employee Name	Raw Hourly Rate	Type
Senior Principal Engineer	Steven S. Eagle, P.E.	$ 65.38	Salaried
Claims & Estimating	Juan C. Prieto, P.E., PMP	$ 60.10	Salaried
Sr. Construction/Field Inspector	Jose A. Cordoves	$ 51.92	Salaried
Project Control Scheduling	Rachel Ferradaz, P.E.	$ 41.54	Salaried
Permitting	Maya Compton-Grant	$ 35.00	Hourly
Document Control	Bhargavi Pathakamuri, E.I.	$ 20.24	Salaried
Sr. Project Engineer	Jose A. Saucedo, P.E.	$ 28.85	Salaried
Field Inspector/Engineering Tech.	Jose Rovira	$ 20.67	Salaried
Inspector	Hilario Sanchez	$ 19.71	Salaried

If you have any questions regarding the above, please contact me at (305) 436-9200.

Very truly yours,

NOVA CONSULTING, INC.

Maria J. Molina, P.E.
President

A:\Letters\Wage certification for PB 12WASD-04 Updated.docx

Media Relations Group, LLC

Alicia Ana Gonzalez
President

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

March 1, 2013

Miami-Dade Water and Sewer Department (MDWASD)
Construction Management Services for Government Cut Utility Relocation Project, Phase 2 - OCI Project No.: E12-WASD-04

This is to certify that the billing rates or fee schedules contained hereon are our normal rates for such services and that the method used to arrive at the rates are the same as for both public and private sector clients.

Public Information Manager (PIM)	$130.50/hr.
Sr. Public Information Officer (SPIO)	$ 93.75/hr.
Public Information Officer (PIO)	$ 82.40/hr.
Graphic Designer	$ 82.40/hr.
Asst. Public Information Officer (APIO)	$ 56.65/hr.

Oscar Gonzalez
Vice President

March 1, 2013
Date

ATTACHMENT I

AFFIDAVIT

I, _____, being first duly sworn, state:

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's project(s) related to the replacement of the 54-inch sanitary sewage force main pipeline with a 60-inch sanitary sewage force main pipeline from Fisher Island, under the Norris Cut, to the Central District Wastewater Treatment Plant located at Virginia Key ("Project").
2. I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (MDWASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to MDWASD.
5. Neither I nor any of my immediate family (spouse, parents, children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to MDWASD. I have acknowledged that MDWASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

THIS FORM WILL SUBMITTED WITH NTP

_____
Date

_____
Name of Affiant

_____
Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

_____
Notary Public

_____ _____
Print Name Serial Number

EXHIBIT J

Appendix "A" (1)			
CONTRRACT E12-PWWM-01 Fee Schedule Category 15.01 (2013-2016 Fees)			
General Land and Engineering Surveying (Non Airport)			
1	Survey Crew (Party of Four)	$1,523.83	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,267.71	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,011.60	per 8-hour day in job site
4	Draftsperson	$85.73	per hour
5	Surveyor -Computer	$96.44	per hour
6	Principal-Surveyor	$159.00	per hour
Global Positioning Surveying (GPS) (Non Airport)			
1	Survey Crew (Party of Four)	$1,864.60	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,608.49	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,467.04	per 8-hour day in job site

Appendix "A" (1)

CONTRRACT E12-PWWM-01 Fee Schedule Category 15.01 (2013-2016 Fees)

	General Land and Engineering Surveying (Airport)		
1	Survey Crew (Party of Four)	$1,752.08	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,457.87	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,163.34	per 8-hour day in job site
	Global Positioning Surveying (GPS) (Airport)		
1	Survey Crew (Party of Four)	$2,144.30	per 8-hour day in job site
2	Survey Crew (Party of Three)	$1,849.78	per 8-hour day in job site
3	Survey Crew (Party of Two)	$1,687.09	per 8-hour day in job site

For Survey Crews, a minimum of four hours shall be paid in cases of cancellation due to inclement weather or other reasons after the crew has reported to the site.

Appendix "A" (2)

% Increase
1.02

Contract E12-PWWM-01 Fee Schedule Category 15.02 (2013-2016)

Flying Hours from Take off to Landing (Hourly Rate)	$675.50

Black and White, natural color, color infrared aerial film processing, annotating, including one (1) contact print per exposure

	Black and White/	Color/	Color (Infrared)/		
0 to 50 Exposures	$12.45	$22.25	$23.58 (Limited supply)		
51- 70 Exposures	$11.97	$20.99	$22.64 (Limited supply)		
71- 100 Exposures	$11.28	$19.40	$20.64 (Limited supply)		
101 to 125 Exposures	$10.60	$17.81	$18.67 (Limited supply)		
126 to 150 Exposures	$9.88	$16.27	$17.74 (Limited supply)		
151 to 200 Exposures	$9.41	$15.10	$23.58 (Limited supply)		
201 up to full roll(250' roll)	$9.18	N/A	$23.58 (Limited supply)		

Additional paper contact prints, as required:

	Black and White	Color	Color Infrared
Contact Prints 1 (One)	$16.20	$22.52	$23.08 (Limited supply)
Contact Prints 2 (Two) or more	$7.13	$10.97	$10.36 (Limited supply)

Photo Indexes, if required, will be assembled, photo copied and reduced to one half the original negative, plus one (1) print (printed on 20"x24" photographic paper) shall be furnished per required index.

Index Print and Negative (Per Index)	$394.05

Additional Prints of Index (Per Index)	$126.09
Black and White Diapositive (Each)	$14.63
Color Diapositive (Each)	$22.52

Schedule of Unit Price Fees for Aerial Photographic Imagery:		
Film Positive Enlargement without Border (24"x24") each		$275.83
Film Positive Enlargement without Border (24"x36") each		$298.35
Film Positive Enlargement without Border (36"x36") each		$309.61
Photo Enlargement, FDOT Standard Plan-Profile, Full Plan-Profile Full plan, R/W, drainage, Key Sheet Format/ each		$349.01
Photo Enlargement in Dual Strip, FDOT sheet format/ each		$461.59
Duplicate Enlargement (made at time original was processed)/ each		$185.76
		$0.00
Photo Enlargement on Paper without Border (24"x24")/ each		$243.85
Photo Enlargement on Paper without Border (24"x36")/ each		$242.05
Photo Enlargement on Paper without Border (36"x36")/ each		$248.81
	Unmounted	Mounted
Color Photo Enlargement on (20 x24")/ each	$337.75	$461.59
Color Photo Enlargement on On Paper (24"x24")/ each	$444.71	$619.21
Color Photo Enlargement on (36"x36") /each	$641.72	$889.41
Color Photo Enlargement on (36"x 48")/ each	$788.08	$1,125.84
Color Photo Enlargement on (36"x60")/ each	$821.86	$1,148.35

Color Photo Enlargement on Paper (36"x96")/ each	$1,609.95	$2,296.71
Schedule of Unit Price Fees for Photogrammetric Services: **Digitizing Planimetric Details (CADD Topo Files)**		
Dense Urban Topo Features:		
50 feet right and left of Centerline (100' width)/ per mile		$1,871.23
100 feet right and left of Centerline (200' width)/ per mile		$2,891.14
150 feet right and left of Centerline (300' width)/ per mile		$3,741.15
200 feet right and left of Centerline (400' width)/ per mile		$4,114.93
250 feet right and left of Centerline (500' width)/ per mile		$4,930.03
300 feet right and left of Centerline (600' width)/ per mile		$5,987.13
Area Digitized Planimetric Details/ per Acre		$92.31
Moderate Urban Topo Features:		
50 feet right and left of Centerline (100' width)/ per mile		$1,513.12
100 feet right and left of Centerline (200' width)/ per mile		$2,168.81
150 feet right and left of Centerline (300' width)/ per mile		$3,051.02
200 feet right and left of Centerline (400' width)/ per mile		$3,315.59

250 feet right and left of Centerline (500' width)/ per mile	$4,080.03
300 feet right and left of Centerline (600' width)/ per mile	$4,717.25
Area Digitized Planimetric Details/ per Acre	$74.31
Suburban Topo Features	
50 feet right and left of Centerline (100' width)/ per mile	$1,102.19
100 feet right and left of Centerline (200' width)/ per mile	$1,758.56
150 feet right and left of Centerline (300' width)/ per mile	$2,494.85
200 feet right and left of Centerline (400' width)/ per mile	$2,832.60
250 feet right and left of Centerline (500' width)/ per mile	$3,443.93
300 feet right and left of Centerline (600' width)/ per mile	$3,825.59
Area Digitized Planimetric Details/ per Acre	$61.92
Rural Topo Features:	
50 feet right and left of Centerline (100' width)/ per mile	$918.68
100 feet right and left of Centerline (200' width)/ per mile	$1,588.55
150 feet right and left of Centerline (300' width)/ per mile	$2,327.22
200 feet right and left of Centerline (400' width)/ per mile	$2,678.36
250 feet right and left of Centerline (500' width)/ per mile	$3,249.16
300 feet right and left of Centerline (600' width)/ per mile	$3,571.15

Area Digitized Planimetric Details/ per Acre	$50.66

Read and Compile/Cross Section Terrain Data		
Per mile of Cross Sections Urban Topographic Area (Cross Section)	50 Ft Interval	
50 feet right and left of Centerline (100' width)/ Per mile 14 each		$1,846.37
100 feet right and left of Centerline (200' width)/ Per mi le 16 each		$2,105.31
150 feet right and left of Centerline (300' width)/ Per mile 20 each		$2,623.20
200 feet right and left of Centerline (400' width)/ Per mile 22 each		$2,882.13
250 feet right and left of Centerline (500' width)/ Per mile 24 each		$3,146.65
300 feet right and left of Centerline (600' width)/ Per mile 28 each		$3,681.48

Per mile of Cross Sections50 Ft Interval100 Ft Interval Rural Topographic Area (Cross Section)	
50 feet right and left of Centerline (100' width)/ Per mile14 h	$1,322.86
100 feet right and left of Centerline (200' width)/ Per mile 16 h	$1,840.74
150 feet right and left of Centerline (300' width)/ Per mile 20 h	$2,105.31
200 feet right and left of Centerline (400' width)/ Per mile 22	$2,364.25
250 feet right and left of Centerline (500' width)/ Per mile 24 h	$3,146.65
300 feet right and left of Centerline (600' width)/ Per mile.28 each.	$3,096.05
Unit price for special half section shall be 59% of the applicable full width special cross section each	

Aerial Photography Scanning	
Aerial photography scanning, computer rectification and geocoding. Image area up to 24"x36". Rectified and referenced aerial image (TIFF) file. / Per Image	$382.79
Merging Vector (DGN files) with rectified digital aerial imagery. Output: single raster (TIFF) file/ Per File	$303.97

Mosaic digital aerial images into one continuous (TIFF) file. Per Sheet	$116.73
Raster (image) plot file/ per file	$92.31
Compact Disc 650 MB cartridge/ per cd	
	COLOR
Aerial photography scanning, computer rectification and geocoding. Image area up to 24"x36". Rectified and referenced aerial image (TIFF) file. / Per Image	$459.34
Merging Vector (DGN files) with rectified digital aerial imagery. Output: single raster (TIFF) file/ Per File	$364.77
Mosaic digital aerial images into one continuous (TIFF) file. Per Sheet	$201.63
Raster (image) plot file/ per file	$110.33
Compact Disc 650 MB cartridge/ per cd	$78.81
Miscellaneous Items:	
Aerial analytical triangulation/ Per Exposure	$95.70
Intermediate delivery of digital Planimetric mapping in final Intergraph IGDS format: includes data translation, formatting to 9 track magnetic tape and shipping charges to customer office / Per delivery	$146.36
CAD services to add field gathered data such as building type, curb type, etc. to the photogrammetric digital files. / Per hour	$87.81

Exhibit "A" (3)

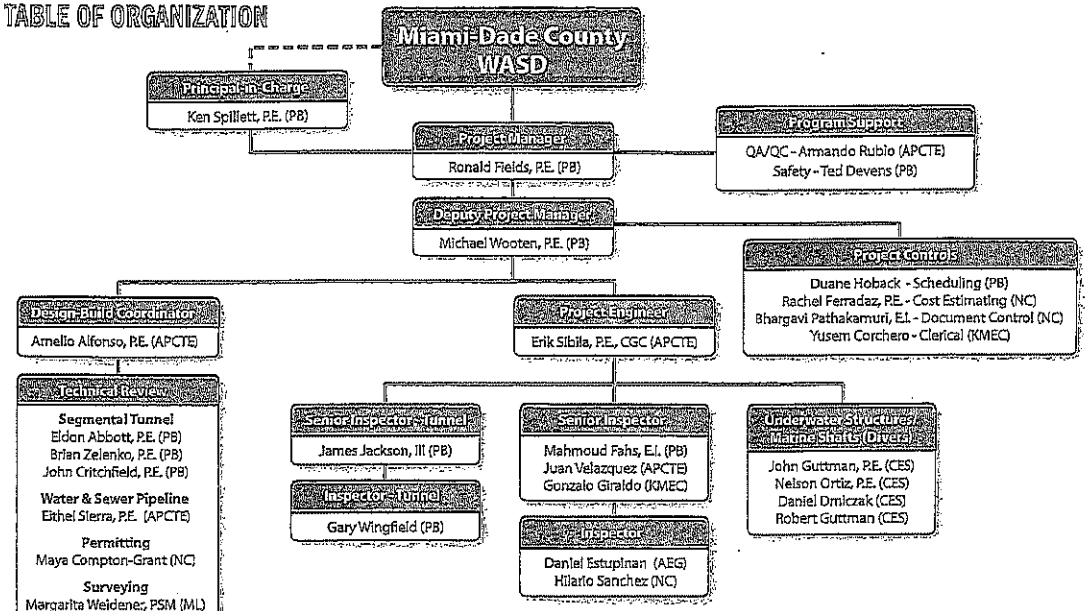
Contract E12-PWWM-01 Category 15.03 Underground Services (2013-2016 Fees)

USL	Designating Services		GPR		Vac Truck (Test Holes) **		
1 man crew	2 men crew	3 men crew	2 men crew	3 men crew	2 men crew	3 men crew	
$117.06	$202.63	$250.85	$234.13	$284.30	$292.17	$343.35	

Appendix "A" (4)			
Contract E12-PWWM-01 Fee Schedule Category 15.04 (2013-2016 Fees)			
Hydrographic Surveys			
1.	Sounding Equipment	$700.00	Daily
2.	Survey Boat 16 feet or less Survey Boat 17 feet and up(Open Water V hull)	$525.00 $1,200.00	Daily Daily
3.	Heave Compensator	$120.00	Daily
4.	Navigation System (HYPACK or equivalent)	$225.00	Daily
5.	Sounding Velocity Meter	$145.00	Daily
6.	Boat Operator	$140.00	Hourly

Rates for Survey Equipment operators are based on rates for Survey Crews as negotiated for Category 15.01 for Survey Crews of 2, 3, or 4 members as needed to operate all necessary equipment. Size of crew to be negotiated by project manage and consultant to fit the specific needs of each project.

TABLE OF ORGANIZATION



THE PARSONS BRINCKERHOFF TEAM

	FEIN Numbers
Parsons Brinckerhoff, Inc. (PB)	11-1531559
A&P Consulting Transportation Engineers Corp. (APCTE)	65-0770583
American Engineering Group, Inc. (AEG)	65-1154644
Consulting Engineering & Science, Inc. (CES)	59-2095013
H.R. Engineering Services, Inc. (HRE)	65-0849633

	FEIN Numbers
K.M. Engineering Consultants, Inc. (KMEC)	26-0125061
Media Relations Group, LLC (MRG)	20-0118620
Miller Legg & Associates, Inc. (ML)	65-0563467
Nova Consulting, Inc (NC)	65-0577672

Firm No.	Parsons Brinckerhoff Team's Technical Qual's/CES Certified	3:02A	5:01	5:02	17:00	3:12	5:01	5:03	10:05	10:10	11:00	12:00	13:00	15:01	15:03	16:00	9:01	9:02
1	PB	O	O	O	O		O	O			O	O	O			O		
2	APCTE		O	O	O		O				O	O	O			O		
3	AEG (CBE)				O						O					O		
4	CES (CBE)		O	O	O	O	O	O	O	O	O					O		
5	HRE (Geotechnical) (CBE)															O	O*	O*
6	KMEC (CBE)		O		O									O	O	O		
7	ML		O	O	O		O		O					O	O	O		
8	NC (CBE)		O	O	O		O		O	O	O					O		
	MRG (Public Involvement)																	

O* Technical Review

Name	Firm	Project Role	Availability
Management Team			
Ken Spillett, P.E.	PB	Principal-in-Charge	20%
▲ Ronald Fields, P.E.	PB	Project Manager	100%
Michael Wooten, P.E.	PB	Deputy Project Manager	100%
Program Support Team			
▲ Armando Rubio	APCTE	QA/QC Lead	50%
Ted Devens	PB	Safety	50%
Alicia Gonzalez.	MRG	Public Involvement	30%
Design-Build/Construction Management Team			
Duane Hoback	PB	Scheduling	50%
John Critchfield, P.E.	PB	Segmental Tunnel	20%
Eldon Abbott, P.E.	PB	Segmental Tunnel	30%
Brian Zelenko, P.E.	PB	Segmental Tunnel	30%
James Jackson, III	PB	Senior Inspector - Tunnel	100%
Gary Wingfield	PB	Inspector - Tunnel	100%
Mahmoud Fahs, E.I.	PB	Senior Inspector	100%
Amelio Alfonso, P.E.	APCTE	Design - Build Coordinator	75%
Erik Sibila, P.E., CGC	APCTE	Project Engineer	100%
Juan Velazquez	APCTE	Senior Inspector	100%
Ethel Sierra, P.E.	APCTE	Water & Sewer Pipeline	60%
Daniel Estupinan	AEG	Inspector	100%
John Guttman, P.E.	CES	Underwater Structures	60%
Rachel Ferradaz, P.E.	NC	Project Control Scheduling	50%
Maya Compton-Grant	NC	Permitting	75%
▲ Hilario Sanchez	NC	Inspector	100%
▲ Bhargavi Pathakamuri, E.I.	NC	Document Control	100%
Gonzalo Giraldo	KMEC	Senior Inspector	100%
▲ Yusem Corchero	KMEC	Project Controls - Clerical	100%
Margarita Weidener, PSM	ML	Surveying	50%
Hernando Ramos, P.E.	HRE	Geotechnical Support	50%
Additional Support Staff			
TBD	TBD	Inspector - Sewer	100%
TBD	TBD	Inspector - Sewer	100%
Paul Raskin, PSM	ML	Surveying	50%
Jans Rovira, P.E.	APCTE	Senior Principal Engineer	80%
James Bard	APCTE	Senior Inspector	70%
Steven Eagle, P.E.	NC	Senior Principal Engineer	20%
Juan Prieto, P.E., PMP	NC	Claims & Estimating	20%
Jose Saucedo, P.E.	NC	Senior Project Engineer	15%
Jose Cordoves	NC	Sr. Construction Field Inspector	20%
Jose Rovira	NC	Field Inspector/Engineering Tech	60%

▲ Experience with Proliance Management Software