

Memorandum



Date: December 17, 2013

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

Agenda Item No. 8(O)(3)

From: Carlos A. Gimenez
County Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name and title.

Subject: Resolution approving the recommendation to award a non-exclusive professional services agreement to Nova Consulting, Inc. for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program with a total compensation amount of \$17,600,000.00 for a total contract term of five (5) years and a one (1) 2-year option-to-renew; Project No: E13-WASD-02R; Contract No. 13NCI001

Resolution No. R-1061-13

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a non-exclusive professional services agreement under Project No. E13-WASD-02R; Contract No. 13NCI001 to Nova Consulting Inc. for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program. The total compensation amount is \$17,600,000.00 for a total contract term of five (5) years and a one (1) 2-year option-to-renew.

Delegation of Authority - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

No additional authority is being requested within the body of this contract.

Scope

PROJECT NAME: Program and Construction Management Services for the Implementation of a Pump Station Improvement Program.

PROJECT NO: E13-WASD-02R

CONTRACT NO: E13-WASD-02R

PROJECT DESCRIPTION: WASD has a Pump Station Improvement Program for upgrading the wastewater collection and treatment system that includes pump stations and force mains pursuant to which each pump station has to be certified as capable of meeting a nominal average pump operating time of less than or equal to ten (10) hours per day. Pump stations exceeding the nominal average pump operating time criteria must have a Remedial Action Plan and no building permits can be issued for connections to the wastewater collection and treatment system upstream of that station until the Remedial Action Plan is completed. WASD currently has over one hundred (100) sewage pump stations that do not comply with the nominal

average pump operating time criteria. In order to accelerate the implementation of the Pump Station Improvement Program and timely repair, upgrade or replacement of the subject pump stations for compliance with nominal average pump operating time criteria, WASD recognizes the need for Program and Construction Management services to assist with the implementation of the Pump Station Improvement Program. In addition, Nova Consulting, Inc. will manage an Infiltration/Inflow (I/I) Reduction Program for those pump stations that require Infiltration/Inflow work as part of its Remedial Action Plan.

The scope of services to be provided by Nova Consulting, Inc. include, but are not limited to, the following:

1. Advise and provide, strategic, and day-to-day oversight and direction to the Pump Station Improvement Program.
2. Prepare and maintain, together with WASD staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols as well as design and construction standards.
3. Establish standards and guidelines for cost-estimating. Nova Consulting, Inc. shall work with WASD staff to ensure that all project cost estimates meet the cost estimating standards. Nova Consulting, Inc. shall review cost estimates generated for consistency with the standards and guidelines.
4. Develop Engineering Reports, scope of work and preliminary cost estimates for all out of compliance Pump Stations based on the Remedial Action Plan submitted to the Environmental Protection Agency.
5. Coordinate the development and implementation of these projects with regulatory requirements, such as Outfall Legislation, and other Master Plan projects.
6. Develop and manage a program master schedule and task schedules and provide budget/cost oversight of all program elements and resources. Manage and track project progress by means of an appropriate software package approved by WASD.
7. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the WASD Pump Station Improvement Program Team.
8. Assist WASD in the negotiation of fees to be paid to the Design Consultants for each project assigned to them.
9. Provide assistance to WASD and Design Consultants during the permitting phase of the projects to ensure compliance with County and State regulations.
10. Assist WASD in the review of design documents including

constructability reviews.

11. Utilize WASD Project Control Tracking System, Proliance and Primavera computer software to track all document activities.

In addition, Nova Consulting, Inc. will oversee and support the design and construction management phases of the Pump Station Improvement Program. More specifically, Nova Consulting, Inc. will perform project and construction management functions for all required projects derived from the Remedial Action Plan and will have the responsibility of managing:

A pool of five (5) different design consultants that will have the function of preparing the engineering reports, construction drawings and technical specifications required for pump station upgrades or replacements. These consultants will also be responsible for obtaining all the required permits and provide technical support during the construction phase including shop drawing and change orders review and approval and any site visits required.

The contractors selected by WASD to carry out the construction of the required projects (pump station upgrades and replacements and installation or replacement of force mains and gravity lines).

A pool of four (4) contractors that will conduct the required Infiltration/Inflow testing and repairs as follows:

One (1) contractor to perform Sanitary Sewer Evaluation Survey to include flow isolation, TV inspection, lateral investigation, point repair and grouting.

One (1) contractor to perform the required Dig and Replace work.

One (1) contractor to perform sectional lining and manhole rehabilitation work.

One (1) contractor to perform Cure-In-Place work.

Nova Consulting, Inc. and its subconsultants are precluded from participating on any of the five (5) contracts for design services for the implementation of a Pump Station Improvement Program under Project Number E13-WASD-03.

PROJECT LOCATION: The work needed is throughout Miami-Dade County.

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#68611	Various Locations- Budget		\$17,600,000.00	0 -0 -0

PRIMARY Various

COMMISSION Districts
DISTRICT:

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E13-WASD-02R

USING DEPARTMENT: Water and Sewer

MANAGING DEPARTMENT: Water and Sewer

Fiscal Impact / Funding Source

FUNDING SOURCE: Future WASD Revenue Bonds
 Wastewater Renewal Fund
 WASD 2013 Revenue Bond
 Wastewater Connection Charges
 WASD Revenue Bonds Sold

OPERATIONS COST IMPACT / FUNDING: This contract is to provide program and construction management services which will have no impact on operational costs.

MAINTENANCE COST IMPACT / FUNDING: This contract is to provide program and construction management services and will not generate maintenance costs.

LIFE EXPECTANCY OF ASSET: There are no assets under this contract.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	9651071- PUMP STATION IMPROVEMENTS PROGRAM Book Page:132 Proposed Budget Multi-Year Capital Plan Fiscal Year 2013-2014 Funding Year: Prior Years' Funds thru Fiscal Year 2017-2018	\$17,600,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 6.01 WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
	Prime 6.02 WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES
	Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
	Other 11.00 GENERAL STRUCTURAL ENGINEERING

- Other 12.00 GENERAL MECHANICAL ENGINEERING
- Other 13.00 GENERAL ELECTRICAL ENGINEERING
- Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- Other 16.00 GENERAL CIVIL ENGINEERING

SUSTAINABLE BUILDINGS ORDINANCE:
 (I.O NO. 8-8) Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
 YES

NTPC'S DOWNLOADED: 146

PROPOSALS RECEIVED: 7

TOTAL CONTRACT PERIOD: 1825 Days.

CONTINGENCY PERIOD: Not Applicable.

IG FEE INCLUDED IN BASE CONTRACT: Yes

BASE CONTRACT AMOUNT: \$16,000,000.00

OPTION TO EXTEND: **AMOUNT:** \$0.00 **DAYS:** 730 **EXTENSION COMMENT:** One (1) two (2) year Option-to-Renew. The County Mayor or County's Mayor's designee has the authority to extend the Professional Services Agreement.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$1,600,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$17,600,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None
 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

Consultant responsibility. This information is being provided pursuant to Resolution R-187-12.

EXPLANATION:

At the First-Tier meeting held on August 27, 2013, the Competitive Selection Committee reviewed and ranked the seven (7) proposals received on July 3, 2013. The references in the proposals were verified by the Internal Services Department. The Competitive Selection Committee voted to short-list the four (4) highest ranking firms out of the seven (7) firms that submitted proposals. The Second-Tier (Oral Presentation) meeting was held on September 10, 2013. The Competitive Selection Committee ranked Nova Consulting, Inc., as the highest ranking firm and recommended to negotiate the contract with Nova Consulting, Inc.

The Negotiation Committee was approved by the County Mayor on September 17, 2013. On October 22, 2013, the Negotiation Committee met with Nova Consulting, Inc. and concluded its negotiations on November 7, 2013. This is the recommendation to award the contract to Nova Consulting, Inc.

Based on the Internal Services Department's CIIS database, Nova Consulting, Inc. contains three (3) evaluations with a 3.8 rating out of a possible total 4.0 points.

SUBMITTAL DATE: 7/3/2013

ESTIMATED NOTICE TO PROCEED: 1/31/2014

PRIME CONSULTANT: NOVA CONSULTING, INC.

COMPANY PRINCIPAL: Maria J. Molina, P.E.

COMPANY QUALIFIERS: Maria J. Molina, P.E.

COMPANY EMAIL ADDRESS: mmolina@nova-consulting.com

COMPANY STREET ADDRESS: 10486 NW 31 Terrace, Doral, Florida 33172

YEARS IN BUSINESS: 18

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report provided by Internal Services Department, Division of Small Business Development, Nova Consulting, Inc. has been awarded five (5) contracts with Miami-Dade County with a total contract value of \$332,577.00.

SUBCONSULTANTS: 300 Engineering Group, P.A. (CBE)
Avino & Associates, Inc. (CBE)
BND Engineers, Inc. (CBE)
Bermello, Ajamil & Partners, Inc.
MWH Americas, Inc.

MINIMUM QUALIFICATIONS: Yes 1. The Prime Consultant submitting should be an engineering firm experienced in all phases of

**EXCEED LEGAL
REQUIREMENTS:**

wastewater engineering, including design, permitting and construction, of wastewater collection and transmission systems and wastewater pump stations. Responders shall demonstrate their successful experience with Program and Construction Management Services specifically related to planning, implementing and managing similar regulatory driven programs.

2. The Prime Consultant shall demonstrate successful experience with program and construction management services as described above of similar scope and complexity within the last ten (10) years from the date of this solicitation. The Prime Consultant shall provide descriptions of at least one (1) regulatory driven wastewater collection and transmission system, including wastewater pump stations, capital improvement programs in which the Prime Consultant has served as the Program Manager within the past ten (10) years. For projects which the Respondent has served as the Program Manager, the Respondent shall provide the name and contact information for a key official with the Utility they served as Program Manager who can confirm their role as Program Manager. The descriptions shall include the client (i.e., municipality or agency), key project staff, the project name, percent of project completed to date, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the Prime firm, the Program achievements (e.g., projects delivered on schedule, dollars saved, and a client reference and contact information.

3. The Subconsultants should provide a description of at least one (1) program or project that is relevant to this Scope of Work within the past ten (10) years from the solicitation date specific to their proposed responsibilities for each proposed subconsultant. The descriptions shall include the client (i.e., municipality or agency), key project staff, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), and the specific role of the subconsultant firm, the project's achievements, and client reference and contact information.

REVIEW COMMITTEE:	MEETING DATE: 4/1/2013	SIGNOFF DATE: 4/5/2013
	RESUBMIT DATE: 5/20/2013	RESUBMIT SIGNOFF: 5/20/2013

APPLICABLE WAGES: Yes
(RESOLUTION No. R-54-10)

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u> <u>GOAL</u>	<u>ESTIMATED</u> <u>VALUE</u>	<u>COMMENT</u>
	CBE 29.00%	\$5,104,000.00	Administrative Order 3-32
MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Patty David	786-552-8040	pattyd@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Rolando M Roque	305 663 7218	RoqueR@miamidade.gov
DEPARTMENT FINANCE:			11/20/13
	DEPARTMENT OFFICER	DATE	
	Frances G. Morris		

BUDGET ^{AS} APPROVAL  11/22/13
FUNDS AVAILABLE: OMB DIRECTOR DATE
Jennifer Moon

APPROVED AS  11/22/13
TO LEGAL COUNTY ATTORNEY DATE
SUFFICIENCY: Sarah E. Davis

 11/29/13
DEPUTY MAYOR DATE
Alina T. Hudak



MEMORANDUM

(Revised)

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

DATE: December 17, 2013

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

SUBJECT: Agenda Item No. 8(O)(3)

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(0)(3)
12-17-13

RESOLUTION NO. R-1061-13

RESOLUTION APPROVING NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NOVA CONSULTING, INC. FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM IN THE AMOUNT OF \$17,600,000.00, CONTRACT NO. 13NCI001, PROJECT NO. E13-WASD-02R; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE ANY 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 a Non-Exclusive Professional Services Agreement between Miami-Dade County and Nova Consulting, Inc. for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program, in the amount of \$17,600,000.00, Contract No. 13NCI001, Project No. E13-WASD-02R in substantially the form attached hereto and made a part hereof and authorizing the County Mayor or Mayor's designee to execute the same for and on behalf of Miami-Dade County, Florida.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th 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.

SED

Sarah E. Davis

FY 2013 - 14 Proposed Budget and Multi-Year Capital Plan

WATER MAIN EXTENSIONS

PROJECT #: 9651051

DESCRIPTION: Construct water main extensions funded from the special construction fund, including special taxing districts
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Water Special Construction Fund	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781
TOTAL REVENUES:	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781
TOTAL EXPENDITURES:	5,781	1,000	1,000	1,000	1,000	2,000	2,000	0	13,781

SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS

PROJECT #: 9651061

DESCRIPTION: Construct piping improvements to pump station number 536 and force main upgrade in SW 117 Ave
 LOCATION: Wastewater System - South District Area District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	968	0	0	0	0	0	0	0	968
Future WASD Revenue Bonds	0	0	5,430	3,200	3,800	6,622	0	0	19,052
WASD 2013 Revenue Bond	1,050	0	0	0	0	0	0	0	1,050
WASD Revenue Bonds Sold	172	0	0	0	0	0	0	0	172
TOTAL REVENUES:	2,190	0	5,430	3,200	3,800	6,622	0	0	21,242
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	45	42	217	128	151	264	0	0	847
Construction	749	689	3,565	2,101	2,495	4,347	0	0	13,946
Equipment Acquisition	346	319	1,648	971	1,154	2,011	0	0	6,449
TOTAL EXPENDITURES:	1,140	1,050	5,430	3,200	3,800	6,622	0	0	21,242

PUMP STATION IMPROVEMENTS PROGRAM

PROJECT #: 9651071

DESCRIPTION: Upgrade pump stations systemwide to meet forecasted demands
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	3,419	0	0	0	0	0	0	0	3,419
Wastewater Renewal Fund	1,410	0	0	0	0	0	0	0	1,410
Future WASD Revenue Bonds	0	0	0	50,000	25,000	25,000	0	0	100,000
WASD 2013 Revenue Bond	82,600	0	0	0	0	0	0	0	82,600
WASD Revenue Bonds Sold	10,190	0	0	0	0	0	0	0	10,190
TOTAL REVENUES:	97,619	0	0	50,000	25,000	25,000	0	0	197,619
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	2,379	2,788	10,296	7,920	3,960	3,960	0	0	31,303
Construction	12,640	14,812	54,704	42,080	21,040	21,040	0	0	166,316
TOTAL EXPENDITURES:	15,019	17,600	65,000	50,000	25,000	25,000	0	0	197,619

Letter of Agreement (LOA)

Community Business Enterprise Program



THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: Nova Consulting, Inc.
 Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-02R, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: 300 Engineering Group, P.A.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
300 Engineering Group, P.A.	13744	3-31-2015	6.01, 6.02, 16.00, 17.00	29

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Maria J. Molina Maria J. Molina / President 07/02/13
 Proposer's / Design Builder Signature Proposer's / Design-Builder's Name/Title (Print) (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

 Lead A/E Firm Signature Lead A/E Firm Name/Title (Print) (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

[Signature] 7/2/2013
 CBE Subconsultant Signature Date

Franklin A. Torrealba, PE Director
 CBE Subconsultant Name (Print) Title

300 Engineering Group, P.A.
 Name of CBE-A/E Firm

Department of Small Business Development

DATE: July 17, 2013
TO: Lester Sola, Director
 Internal Services Department
FROM: Sherri McGriff, Section Manager, Business Opportunity Support Services
 Department of Regulatory and Economic Resources
 Small Business Development
SUBJECT: Compliance Review
 Project No. E13-WASD-02-R
 Program and Construction Management Services for the Implementation of a Pump
 Station Improvement Program

Small Business Development (SBD), under Business Affairs, a Division of the Department of Regulatory and Economic Resources has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 29% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Tetra Tech, Inc. #1, Stantec Consulting Services, Inc. #2, King Engineering Associates, Inc. #3, CES Consultants, Inc. #4, Shaw Environmental, Inc. #5, SRS Engineering, Inc. #6, and Nova Consulting, Inc. #7, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

- | | |
|---|-----------|
| 1. Tetra Tech, Inc. #1 | Compliant |
| 2. Stantec Consulting Services, Inc. #2 | Compliant |
| 3. King Engineering Associates, Inc. #3 | Compliant |
| 4. CES Consultants, Inc. #4 | Compliant |
| 5. Shaw Environmental, Inc. #5 | Compliant |
| 6. SRS Engineering, Inc. #6 | Compliant |
| 7. Nova Consulting, Inc. #7 | Compliant |

SUMMARY:

Tetra Tech, Inc. submitted the required Letters of Agreement (LOA) listing CBE sub-consultants Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 27% and Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 3%. Tetra Tech, Inc. is in compliance with the requirements of the CBE program.

Stantec Consulting Services, Inc. submitted the required Letters of Agreement (LOA) listing CBE sub-consultants Chen and Associates Consulting Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 22.8%, Hillers Electrical Engineering, Inc. to perform General Electrical Engineering at 3%, Martin-Vilato Associates, Incorporated to perform General Mechanical Engineering and General Electrical Engineering at 1.8%, and Longitude Surveyors, LLC to perform Surveying and Mapping-Land Surveying and Underground Utility Location at 2.4%. Stantec Consulting Services, Inc. is in compliance with the requirements of the CBE program.

King Engineering Associates, Inc. submitted the required Letters of Agreement (LOA) listing CBE sub-consultants HSQ Group, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 8%, Ross Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, and General Civil Engineering at 8%, and Leiter, Perez & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, Engineering Construction Management, and Surveying and Mapping-Land Surveying at 13%. King Engineering Associates, Inc. is in compliance with the requirements of the CBE program.

CES Consultants, Inc. a certified CBE firm, submitted a Letter of Agreement (LOA) listing themselves to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 48%. CES Consultants, Inc. is in compliance with the requirements of the CBE program.

Shaw Environmental, Inc. submitted the required Letters of Agreement (LOA) listing CBE sub-consultants Ambro, Inc. to perform General Civil Engineering at 6%, Civil Works, Inc. to perform General Civil Engineering, also at 6%, EBS Engineering, Inc. to perform Engineering Construction Management at 11%, and Hadonne Corp. to perform Surveying and Mapping-Land Surveying at 6%. Shaw Environmental, Inc. is in compliance with the requirements of the CBE program.

SRS Engineering, Inc. a certified CBE firm submitted the required Letters of Agreement (LOA) listing CBE sub-consultants Basulto & Associates, Inc. to perform General Mechanical Engineering, General Electrical Engineering, and Engineering Construction Management at 20% and Hadonne Corp. to perform Surveying and Mapping-Land Surveying at 5%, for a total of 25%. A "four corners review" revealed SRS Engineering (themselves a CBE), confirming via their Letter of Interest, that the team will exceed the established 29% CBE goal, "...with over 80% of the work under this contract to be performed by local CBE firms"; SRS Engineering, thus accounting for the remaining 4% of the established goal. SRS Engineering, Inc. is in compliance with the requirements of the CBE program.

Nova Consulting, Inc. submitted the required Letters of Agreement listing CBE sub-consultants 300 Engineering Group, P.A. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 29%. Nova Consulting, Inc. is in compliance with the requirements of the CBE program.

Please note that SBD staff reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

SM: vow

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

Department: Water and Sewer

11/12/2013 4:31:18 PM

BUDGET PROJECT 9651071 - (As per 2013-2014 Approved Budget)

Project Title: 9651071-PUMP STATION IMPROVEMENTS PROGRAM
 Project Desc: Upgrade pump stations systemwide to meet forecasted demands

CDP Project Revenue									
CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Future WASD Revenue B	0	0	0	0	0	0	50,000,000	50,000,000	100,000,000
Future WASD Revenue B	0	0	0	0	0	0	0	0	0
WASD 2013 Revenue Bon	0	0	82,600,000	0	0	0	0	0	82,600,000
WASD Revenue Bonds So	0	10,190,000	0	0	0	0	0	0	10,190,000
WASD Revenue Bonds So	0	0	0	0	0	0	0	0	0
WASD Wastewater Comme	0	0	0	0	0	0	0	0	0
Wastewater Connection	0	3,419,000	0	0	0	0	0	0	3,419,000
Wastewater Connection	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Renewal Fu	0	1,410,000	0	0	0	0	0	0	1,410,000
Wastewater Renewal Fu	0	0	0	0	0	0	0	0	0

CIIS Site Funding Info									
SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
68611 - Various Locations-Budget	0	15,019,000	82,600,000	0	0	50,000,000	50,000,000	197,619,000	
Desc: Upgrade pump stations systemwide to meet forecasted demands.									
72351 - 111 NW 1 ST 33128	0	0	0	0	0	0	0	0	0
Desc: TEST SITE									
Total: Count 2	0	15,019,000	82,600,000	0	0	50,000,000	50,000,000	197,619,000	

	05-06- Recs:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	11	0	35,660,000	35,962,000	19,867,000	10,781,000	15,578,000	17,100,000	10,200,000	21,500,000	0	0	0	0	0	0	0	0	0	166,648,000.00
CIIS Proposed MS:	14	0	0	35,574,000	7,894,000	13,142,000	13,078,000	11,600,000	5,700,000	0	0	0	0	0	0	0	0	0	0	86,988,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 9651071

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
PW	<u>20070487</u>	PTP Roadway Improvements Along SW 157 Avenue, from SW 120 Street to SW 112 Street, located within Commission District 11	\$2,293,023.12	\$0.00	\$7,546,219.80
PW	<u>20070487</u>	PTP Roadway Improvements Along SW 157 Avenue, from SW 120 Street to SW 112 Street, located within Commission District 11	\$0.00	\$1,267,224.72	\$7,546,219.80
PW	<u>20070626</u>	PTP Roadway Improvements along SW 157 Avenue, from SW 136 Street to SW 120 Street and along SW 136 Street, from the new SW 157 Avenue	\$0.00	\$2,614,956.20	\$10,007,270.12

PW	<u>20070626</u>	to SW 152 Avenue PTP Roadway Improvements along SW 157 Avenue, from SW 136 Street to SW 120 Street and along SW 136 Street, from the new SW 157 Avenue to SW 152 Avenue	\$3,046,249.27	\$0.00	\$10,007,270.12
PW	<u>20100394</u>	Roadway Widening on SW 184 Street, from SW 137 Avenue to SW 147 Avenue	\$1,654,267.38	\$0.00	\$4,749,062.10
PW	<u>20100394</u>	Roadway Widening on SW 184 Street, from SW 137 Avenue to SW 147 Avenue	\$0.00	\$1,320,946.93	\$4,749,062.10
PW	<u>20110194</u>	PTP Roadway Improvements along NW 87 Avenue, from NW 154 Street to NW 186 Street	\$1,617,047.19	\$0.00	\$13,033,315.61
WS	<u>E13-WASD-01</u>	Program and Construction Management Services related to the Wastewater System Priority Projects	\$4,970,000.00	\$0.00	\$0.00
WS	<u>E13-WASD-01-R</u>	Program and Construction Management Services related to the Wastewater System Priority Projects	\$4,970,000.00	\$0.00	\$0.00
WS	<u>E13-WASD-02</u>	Program and Construction Management and related services for the Implementation of a Pump Station Improvement Program.	\$0.00	\$17,600,000.00	\$1,200,000.00
WS	<u>E13-WASD-02</u>	Program and Construction Management and related services for the Implementation of a Pump Station Improvement Program.	\$13,200,000.00	\$0.00	\$1,200,000.00
WS	7360: <u>P0040</u>	UPGRADE OF SEWAGE PUMP STATION 0522	\$1,428,936.00	\$0.00	\$1,445,270.00
WS	<u>S-700A-01</u>	Repairs or installations of Pump Stations and associated systems for a two year period to be extended for an additional two years, one at a time	\$0.00	\$700,000.00	\$700,000.00
WS	<u>S-739A</u>	Installation of a 36-Inch Force Main at SW 157th Avenue from the North Bank of Canal C-1W to Hammocks Boulevard	\$1,966,000.00	\$0.00	\$1,316,228.64
WS	<u>S-739A</u>	Installation of a 36-Inch Force Main at SW 157th Avenue from the North Bank of Canal C-1W to Hammocks Boulevard	\$0.00	\$1,316,228.64	\$1,316,228.64
WS	<u>S-827</u>	Installation of Approx. 4600 L.F. of 10" and 12" F.M. from P.S. 427 to the 16" F.M. at Intersection of NW 191st Street and NW 37th Avenue	\$1,250,000.00	\$0.00	\$880,297.80
WS	<u>S-827</u>	Installation of Approx. 4600 L.F. of 10" and 12" F.M. from P.S. 427 to the 16" F.M. at Intersection of NW 191st Street and NW 37th Avenue	\$0.00	\$880,297.80	\$880,297.80
WS	7040: <u>T1308</u>	Upgrade Sewage Pump Station No.007	\$475,568.15	\$0.00	Cancelled
WS	7040: <u>T1308R</u>	Upgrade Sewage Pump Station No. 007	\$440,501.70	\$0.00	\$367,040.95
WS	7040: <u>T1310</u>	UPGRADE OF PUMP STATION 0320	\$305,118.79	\$0.00	\$318,837.50
WS	7040: <u>T1338</u>	Upgrade Sewage Pump Station #	\$523,086.71	\$0.00	

		0427			Cancelled
WS	7040: <u>T1338R</u>	Upgrade Sewage Pump Station #	\$523,086.71	\$0.00	\$510,760.00
		0427			
WS	7040: <u>T1461</u>	Upgrade of Sewage Pump Station #	\$348,505.34	\$0.00	\$312,046.75
		640			
WS	7040: <u>T1473</u>	Installation of 8-inch ductile iron pipe	\$237,875.00	\$0.00	\$259,300.65
		force main			
WS	7040: <u>T1482</u>	Upgrade Sewage Pump Station #	\$261,544.78	\$0.00	\$313,943.00
		343			
WS	7040: <u>T1537</u>	Upgrade of sewage pump station #	\$415,000.00	\$0.00	\$385,248.85
		0086			
WS	7040: <u>T1665</u>	Upgrade Sewage Pump Station #	\$434,978.56	\$0.00	\$416,532.30
		0492			
WS	7040: <u>T1705R</u>	Replace Rheem Unit & Install	\$10,100.00	\$0.00	\$9,570.00
		Stainless Duct Work to Purafil Air			
		Unit			
WS	7040: <u>T1706</u>	Install Stainless Duct Work to Purafil	\$3,500.00	\$0.00	Cancelled
		Air Filtration Unit			
WS	7040: <u>T1757</u>	Upgrade to Sewage Pump Station #	\$727,120.92	\$0.00	\$1,141,062.20
		11			
<u>WS</u>	7040: <u>T1758</u>	<u>Upgrade Sewage Pump Station # 9</u>	<u>\$652,282.29</u>	<u>\$0.00</u>	<u>\$899,254.00</u>

Total Allocated: \$40,751,637.05 \$25,699,654.29

Current Contracts for Sites of Project 9651071

(These contracts are not necessarily funded from this project)

<u>Dept</u>	<u>Site NO</u>	<u>ContractNo</u>	<u>Award Allocation</u>
WS	#68611	S-700A-01	\$0.00
WS	#68611	S-700A-01	\$595,500.00
WS	#68611	S-700B-R2-01	\$229,485.00
WS	#68611	T1473	\$237,875.00
WS	#68611	T1461	\$348,505.34
WS	#68611	T1482	\$261,544.78
WS	#68611	T1665	\$434,978.56
WS	#68611	T1537	\$415,000.00
WS	#68611	T1705R	\$10,100.00
WS	#68611	E13-WASD-02	\$17,600,000.00
WS	#68611	T1757	\$727,120.92
<u>WS</u>	#68611	<u>T1758</u>	<u>\$652,282.29</u>

Total Allocated: \$21,512,391.89

Search for Site Number
Search for Budget Project Number



Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
BU	E05-OCI-02, A	PSA	NOVA CONSULTING, INC.	10/13/2009	Augustin J Durand	Project conclusion or closeout	4.0
AV	EDP-AV-SR-D175A	EDP	NOVA CONSULTING, INC.	3/12/2009	Ronald Hume	Completion of construction	3.5
WS	EDP-WS-118	EDP	NOVA CONSULTING, INC.	5/1/2009	Alex Retamar	Completion of study or design	3.8

Evaluation Count: 3 Contractors: 1 Average Evaluation: 3.8





MIAMI DADE COUNTY
 Department of Small Business Development
A&E Firm History Report
 From: 11/13/2008 To: 11/13/2013

PRIMES

FIRM NAME: NOVA CONSULTING, INC.
 10486 NW 31st Ter
 Miami, FL 33172-0000

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-WS-118	1	WS	NO MEASURE	11/25/2008	\$32,577.00
V/E FOR PROPOSED 72-INCH RAW WATER PIPELINE					
EDP-AV-SR-MIA-SSRC	1	AV	NO MEASURE	12/03/2008	\$100,000.00
MIA SANITARY SEWER REGULATORY COMPLIANCE					
EDP-AV-08-AVE	1	AV	NO MEASURE	12/22/2008	\$100,000.00
M/DAD AIRFIELD VALUE ENGINEERING					
EDP-WS-152	1	WS	NO MEASURE	11/03/2010	\$50,000.00
N DISTRICT PLANT DISINFECTION VE					
EDP-AV-H024B-3	1	AV	NO MEASURE	02/05/2013	\$50,000.00
MIA RUNWAY 12-30 REHABILITATION VE					

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



FIRM NAME: NOVA CONSULTING, INC.
 10486 NW 31st Ter
 Miami, FL 33172-0000

MIAMI DADE COUNTY
 Department of Small Business Development
A&E Firm History Report
 From: 11/13/2008 To: 11/13/2013

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
Total Award Amount				\$332,577.00	
Total Change Orders Approved by ECC				\$0.00	

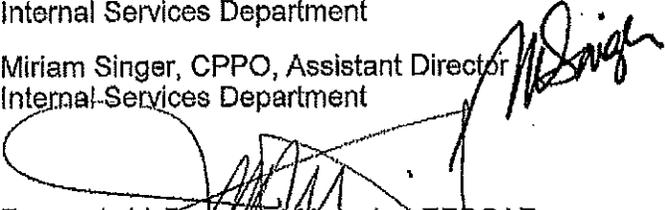
Memorandum



Date: September 11, 2013

To: Lester Sola, Director
Internal Services Department

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

From: 
Fernando V. Porfassi, MA Arch, LEED@AP
Chairperson, Competitive Selection Committee
Internal Services Department

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade County Water and Sewer Department (WASD)
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

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.: E13-WASD-02R

Project Title: Program and Construction Management Services for the Implementation of a Pump Station Improvement Program

Scope of Services Summary: WASD has a Pump Station Improvement Program ("PSIP") for upgrading the wastewater collection and transmission system ("WCTS") that includes pump stations and force mains pursuant to which each pump station has to be certified as capable of meeting a nominal average pump operating time ("NAPOT") of less than or equal to 10 hours per day. Pump stations exceeding the NAPOT criteria must have a Remedial Action Plan ("RAP") and no building permits can be issued for connections to the WCTS upstream of that station until the RAP is completed. WASD currently has over one hundred (100) sewage pump stations that do not comply with the NAPOT criteria. In order to accelerate the implementation of the PSIP and timely repair, upgrade or replace the subject pump stations for compliance with NAPOT criteria, WASD recognizes the need for Program and Construction Management services to assist with the implementation of the PSIP. Additionally, the selected consultant will manage an Infiltration/Inflow (I/I) reduction program for those pump stations that require Infiltration/Inflow work as part of its Remedial Action Plans.

The scope of services to be provided by Consultant includes, but is not limited to, the following:

- a) Advise and provide, strategic, and day-to-day oversight and direction to the PSIP.
- b) Prepare and maintain, together with WASD staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols as well as design and construction standards.
- c) Establish standards and guidelines for cost-estimating. The Consultant shall work with WASD staff to ensure that all project cost estimates meet the cost estimating standards.

The Consultant shall review cost estimates generated for consistency with the standards and guidelines.

- d) Develop Engineering Reports, scope of work and preliminary cost estimates for all out of compliance Pump Stations based on the Remedial Action Plans submitted to EPA.
- e) In the development and implementation of these projects, the Program Manager shall take into consideration, and coordinate the associated work with, regulatory requirements, such as Outfall Legislation, and other Master Plan projects.
- f) Develop and manage a program master schedule and task schedules and provide budget/cost oversight of all program elements and resources. Manage and track project progress by means of an appropriate software package approved by WASD.
- g) Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the WASD PSIP Team.
- h) Assist WASD in the negotiation of fees to be paid to the Design Consultants for each project assigned to them.
- i) Provide assistance to WASD and Design Consultants during the permitting phase of the projects to ensure compliance with County and State regulations.
- j) Assist WASD in the review of design documents including constructability reviews.
- k) Utilize WASD Project Control Tracking System (PCTS), Proliance and Primavera computer software for to track all document activities.

Consultant will also provide oversee and support the design and construction management phases of the PSIP program. More specifically, the consultant will perform Project and Construction Management functions for all required projects derived from the Remedial Action Plans and will have the responsibility of managing:

- a) A pool of five (5) different design consultants that will have the function of preparing the Engineering Reports, Construction Drawings and Technical Specifications required for Pump Station upgrades or replacements. These consultants will also be responsible for obtaining all the required permits and provide technical support during the construction phase including shop drawing and change orders review and approval and any site visits required.
- b) The contractors selected by WASD to carry out the construction of the required projects (pump station upgrades and replacements and installation or replacement of force mains and gravity lines).
- c) A pool of four (4) contractors that will conduct the required Infiltration/Inflow testing and repairs as follows:
 - 1) One (1) contractor to perform Sanitary Sewer Evaluation Survey (SSES) to include flow isolation, TV inspection, lateral investigation, point repair and grouting.
 - 2) One (1) contractor to perform the required Dig and Replace work.
 - 3) One (1) contractor to perform sectional lining and manhole rehabilitation work.
 - 4) One (1) contractor to perform Cure-In-Place (CIP) work.

Experience and Qualification(s):

- a) The Prime consultant submitting should be an engineering firm experienced in all phases of wastewater engineering, including design, permitting and construction, of wastewater collection and transmission systems and wastewater pump stations. Respondents shall demonstrate their successful experience with Program and Construction Management Services specifically related to planning, implementing and managing similar regulatory driven programs.

- b) The Prime Consultant shall demonstrate successful experience with program and construction management services as described above of similar scope and complexity within the last ten (10) years from the date of this solicitation. The Prime Consultant shall provide descriptions of at least one (1) regulatory driven wastewater collection and transmission system, including wastewater pump stations, capital improvement programs in which the Prime Consultant has served as the Program Manager within the past ten (10) years from the date of this solicitation. For projects on which the Respondent has served as the Program Manager, the Respondent shall provide the name and contact information for a key official with the Utility they served as Program Manager who can confirm their role as Program Manager. The descriptions shall include the client (i.e., municipality or agency), key project staff, the project name, percent of project completed to date, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the Prime firm, the Program achievements (e.g., projects delivered on schedule, dollars saved, and a client reference) and contact information.
- c) The Subconsultants should provide a description of at least one (1) program or project that is relevant to this Scope of Work within the past ten (10) years from the solicitation date specific to their proposed responsibilities for each proposed subconsultant. The descriptions shall include the client (i.e., municipality or agency), key project staff, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), and the specific role of the subconsultant firm, the project's achievements, and client reference and contact information.

Term of Contract: One (1) non-exclusive Professional Services Agreement (PSA) with a five (5) year term with one (1) two (2) year options-to-renew at the County's sole discretion will be awarded under this solicitation. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

Community Business Enterprise Goal/Measure: On May 20, 2013, the Department of Regulatory and Economic Resources (RER), Small Business Development Division (SBD) established a 29% Community Business Enterprise (CBE) goal to this project.

Request to Advertise (RTA): Approved by the Board of County Commissioners, June 4, 2013, Resolution No. R-446-13.

Number of Proposals Received: Seven (7) proposals were received by the Clerk of the Board on July 3, 2013.

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

Compliance: All seven (7) respondents were found in compliance with the required Experience and Qualification stipulations denoted in the NTPC.

First Tier Meeting: At the First Tier meeting held on August 27, 2013, and prior to evaluation of the proposals, the CSC was given an overview of the consultant evaluation process, legislation governing the process and their responsibility as a CSC member.

The CSC determined that all seven (7) respondents met the experience and qualifications and proceeded to evaluate the proposals and assign point values based upon the seven (7) established evaluation criteria noted in the NTPC. Upon tabulation of the scores, the CSC was advised of the ranking order.

The CSC motioned to have the four (4) top-ranked respondents advance to the Second Tier phase (oral presentations) and requested that the firms include in their presentations the following (see attached notification to firms):

- i. Make the presentations specifically directed to the four (4) criteria the respondents would be evaluated on; and
- ii. Be ready to discuss the participation of team members on the Program and Construction Management Services Related to the Wastewater System Priority Projects, if applicable.

Additionally, the CSC established thirty (30) minutes for the presentation and twenty (20) minutes for the question and answer period. The advancing firms were notified on August 29, 2013.

First Tier Results: See attached First Tier Tabulation Sheet.

Second Tier Meeting: After review of the Second-Tier meeting procedures the CSC heard presentations from the four (4) advancing firms. After presentations, the CSC evaluated the firms and assigned point values based upon the four (4) established criteria noted in the NTPC. Upon tabulation of the scores, the CSC was advised of the ranking order.

Second Tier Results: See attached Second Tier Tabulation Sheet.

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 (1) non-exclusive PSA for this solicitation with the top-ranked firm:

Sherry Negahban, WASD
Vivian Forhat-Diaz, RER
Karl Thompson, City of Weston

Technical Advisor: Rolando M. Roque, WASD .

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

TOTAL ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A 29% CBE GOAL

Nova Consulting, Inc.
Qualitative Points: 577
Ordinal Score: 4
Final Ranking: 1

The following teams will serve as the alternates:

CES Consultants, Inc.
Qualitative Points: 553
Ordinal Score: 11
Final Ranking: 2

King Engineering Associates, Inc.
Qualitative Points: 549
Ordinal Score: 12
Final Ranking: 3

Tetra Tech, Inc.
Qualitative Points: 535
Ordinal Score: 14
Final Ranking: 4

Pursuant to the Code 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. Should negotiations fail with the first ranked firm, approval is requested by way of this memorandum to initiate negotiations with the second ranked firm.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:

 _____
Approved Date 9/17/13

_____ Date
Not Approved

Attachments:

1. List of Respondents
2. First-Tier Tabulation Sheet
3. Second Tier Tabulation Sheet
4. Notification to Firms dated August 29, 2013

Page 6
Negotiations Authorization
Miami-Dade Water and Sewer Department
ISD Project No. E13-WASD-02R

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



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project Name: Program and Construction Management Services for the Implementation of a Pump Station Improvement Program

ISD Project No.: E13-WASD-02R

Measures: 29% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 07/03/2013

Submittal No: 1

Prime Name: TETRA TECH, INC

Trade Name:

Prime Local Preference: Yes

FEIN No.: 954148514

Subs Name	Trade Name	Subs FEIN No.
a. CDM SMITH, INC.	CAMP DRESSER & MCKEE INC	042473650
b. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
c. ROBAYNA AND ASSOCIATES, INC.		592119073
d. MEDIA RELATIONS GROUP, LLC		200118620

Submittal No: 2

Prime Name: STANTEC CONSULTING SERVICES, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 112167170

Subs Name	Trade Name	Subs FEIN No.
a. CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC DBA CHEN MOORE AND ASSOCIATES	CHEN MOORE AND ASSOCIATES	592739866
b. MARTIN - VILATO ASSOCIATES, INC.		592123300
c. HILLERS ELECTRICAL ENGINEERING, INC.		650469356
d. LONGITUDE SURVEYORS, LLC	P(3)SM, LLC	364551726
e. THE CORRADINO GROUP, INC.		610713040
f. PROJECT TIME & COST, INC.		581482176
g. EJH CONSULTING, LLC.		452649681



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: E13-WASD-02R
Measures: 29% CBE Goal

Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/03/2013

Submittal No: 3
Prime Name: KING ENGINEERING ASSOCIATES, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 591782900

Subs Name	Trade Name	Subs FEIN No.
a. STANLEY CONSULTANTS, INC		421320758
b. LEITER, PEREZ & ASSOCIATES, INC.		592746730
c. ROSS ENGINEERING, INC.		450500482
d. HSQ GROUP, INC.		202052928

Submittal No: 4
Prime Name: CES CONSULTANTS, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 650792884

Subs Name	Trade Name	Subs FEIN No.
a. HAZEN AND SAWYER, P.C.		132904652
b. CARDOZO ENGINEERING, INC.		650956092
c. PROGRAM CONTROLS, INC.		043640855
d. MILLER, LEGG & ASSOCIATES, INC.		650563467
e. HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, PC		133779703
f. MEDIA RELATIONS GROUP, LLC		200118620



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: E13-WASD-02R
Measures: 29% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC
Submittal Date: 07/03/2013

Submittal No: 5
Prime Name: SHAW ENVIRONMENTAL, INC.
Trade Name: IT CORPORATION (ITC)

Prime Local Preference: Yes
FEIN No.: 770589932

Subs Name	Trade Name	Subs FEIN No.
a. ATKINS NORTH AMERICA, INC.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)	590896138
b. WADE TRIM, INC.		592417170
c. HADONNE CORP.		651089850
d. AMBRO, INC.		650266641
e. CIVIL WORKS, INC.		650673629
f. EBS ENGINEERING, INC.		650492113
g. EAC CONSULTING, INC.		650519739
h. CONSTRUCTORS CONSORTIUM, INC.		650456771

Submittal No: 6
Prime Name: SRS ENGINEERING, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 650607552

Subs Name	Trade Name	Subs FEIN No.
a. BASULTO & ASSOCIATES, INC.		650437722
b. WADE TRIM, INC.		592417170
c. HADONNE CORP.		651089850

Submittal No: 7
Prime Name: NOVA CONSULTING, INC.
Trade Name:

Prime Local Preference: Yes
FEIN No.: 650577672

Subs Name	Trade Name	Subs FEIN No.
a. 300 ENGINEERING GROUP, P.A.	RAFAEL J. BALLESTEROS, P.E., P.A. - OLD NAME	662612529
b. MWH AMERICAS, INC.		951878805
c. BERMELLO, AJAMIL & PARTNERS, INC.		591722486
d. BND ENGINEERS, INC.		650421519
e. AVINO & ASSOCIATES, INC.		650053775

FIRST - TIER MEETING AUGUST 27, 2015 MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM ISD PROJECT NO. E13-WASD-02R		COMPETITIVE SELECTION COMMITTEE						SUB-TOTAL	Accuracy	Low Bidder	High Bidder	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORIGINAL SCORES	ORIGINAL RANKING	FINAL RANK
TABULATION SHEET		Shirley Megawatt (MASC)	Vickie Fether-Diaz (FEB)	Dr. Anand Ashishram (AIU)	Helen (Hed) (HED)	Mario Lopez (City of Riviera Beach)	Xari Thompson (City of Westmont)									
1	NAME OF FIRM(S)															
1	TETRA TECH, INC.															
	1A(1) - Qualification of Firms (Max. 25 points)	23	22	23	16	24	16	122	20	14	27	485				
	1A(2) - Qualification of Team Members (Max. 25 points)	22	22	24	17	24	16	124	21	14	27					
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 20 points)	18	17	19	15	20	16	104	17	12	23					
	3A - Past Performance of the Firms on W&S Projects During the Past 10 Years (Max. 16 points)	13	12	13	14	14	15	81	14	9	18					
	4A - Amount of Work Awarded and Paid by the County (Max. 6 points)	3	1	1	2	1	1	9	2	1	2					
	5A - Ability of team members to interface with the County (Max. 6 points)	3	4	5	5	5	5	27	5	3	6					
	6A - Local Workforce Participation (Max. 6 points)	4	4	5	5	5	5	28	5	3	6					
	Original Scores	86	82	90	73	93	71									
	Dropped Scores	6	2	2	7	3	6									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
2	STANTEC CONSULTING SERVICES, INC.															
	1A(1) - Qualification of Firms (Max. 25 points)	23	19	22	16	23	15	118	20	13	26	486				
	1A(2) - Qualification of Team Members (Max. 25 points)	23	18	23	15	22	15	118	19	13	28					
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 20 points)	19	14	19	15	19	14	100	17	11	22					
	3A - Past Performance of the Firms on W&S Projects During the Past 10 Years (Max. 16 points)	13	12	14	14	13	16	81	14	9	18					
	4A - Amount of Work Awarded and Paid by the County (Max. 6 points)	5	9	6	3	5	8	30	5	3	7					
	5A - Ability of team members to interface with the County (Max. 6 points)	4	3	5	5	5	3	25	4	3	6					
	6A - Local Workforce Participation (Max. 6 points)	2	3	5	5	5	5	25	4	3	6					
	Original Scores	69	74	83	75	92	72									
	Dropped Scores	4	6	1	8	6	5									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
3	KING ENGINEERING ASSOCIATES, INC.															
	1A(1) - Qualification of Firms (Max. 25 points)	24	19	18	25	24	16	126	21	14	28	619				
	1A(2) - Qualification of Team Members (Max. 25 points)	23	17	19	23	23	20	125	21	14	28					
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 20 points)	19	15	16	20	20	10	101	17	11	22					
	3A - Past Performance of the Firms on W&S Projects During the Past 10 Years (Max. 16 points)	14	13	14	14	14	15	84	14	9	19					
	4A - Amount of Work Awarded and Paid by the County (Max. 6 points)	4	4	5	4	3	4	24	4	3	5					
	5A - Ability of team members to interface with the County (Max. 6 points)	4	3	5	5	5	6	27	5	3	6					
	6A - Local Workforce Participation (Max. 6 points)	3	4	5	5	5	5	27	5	3	6					
	Original Scores	91	76	82	95	94	74									
	Dropped Scores	3	5	4	1	2	4									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
4	DESA CONSULTANTS, INC.															
	1A(1) - Qualification of Firms (Max. 25 points)	24	21	18	20	25	20	128	21	14	28	614				
	1A(2) - Qualification of Team Members (Max. 25 points)	24	21	18	22	24	20	129	22	14	29					
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 20 points)	20	18	16	20	20	15	107	18	12	24					
	3A - Past Performance of the Firms on W&S Projects During the Past 10 Years (Max. 16 points)	13	12	15	14	15	15	84	14	9	19					
	4A - Amount of Work Awarded and Paid by the County (Max. 6 points)	3	2	1	1	1	1	9	2	1	2					
	5A - Ability of team members to interface with the County (Max. 6 points)	4	5	5	5	5	5	29	5	3	6					
	6A - Local Workforce Participation (Max. 6 points)	4	4	5	5	5	5	28	5	3	6					
	Original Scores	92	81	70	87	95	81									
	Dropped Scores	2	3	5	3	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.															
5	SHAW ENVIRONMENTAL, INC.															
	1A(1) - Qualification of Firms (Max. 25 points)	23	18	21	18	24	20	125	21	14	28	491				
	1A(2) - Qualification of Team Members (Max. 25 points)	22	18	22	18	23	18	122	20	14	27					
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 20 points)	17	14	18	12	20	15	96	16	11	21					
	3A - Past Performance of the Firms on W&S Projects During the Past 10 Years (Max. 16 points)	12	12	14	14	13	15	80	13	9	18					
	4A - Amount of Work Awarded and Paid by the County (Max. 6 points)	3	2	3	4	2	3	17	3	2	4					
	5A - Ability of team members to interface with the County (Max. 6 points)	3	5	5	4	5	4	26	4	3	6					
	6A - Local Workforce Participation (Max. 6 points)	2	4	5	4	5	5	25	4	3	6					
	Original Scores	82	74	86	75	92	80									
	Dropped Scores	7	7	3	4	4	2									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
6	ORB ENGINEERING, INC.															
	1A(1) - Qualification of Firms (Max. 25 points)	22	19	15	18	23	12	108	18	12	24	485				
	1A(2) - Qualification of Team Members (Max. 25 points)	22	18	15	16	21	12	103	17	12	23					
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 20 points)	18	14	13	13	18	10	95	14	10	19					
	3A - Past Performance of the Firms on W&S Projects During the Past 10 Years (Max. 16 points)	12	13	14	14	14	16	82	14	9	18					
	4A - Amount of Work Awarded and Paid by the County (Max. 6 points)	5	5	3	5	5	5	28	5	3	6					
	5A - Ability of team members to interface with the County (Max. 6 points)	3	5	5	5	5	5	28	5	3	6					
	6A - Local Workforce Participation (Max. 6 points)	5	4	5	5	5	5	29	5	3	6					
	Original Scores	87	78	70	76	91	64									
	Dropped Scores	5	4	7	5	7	7									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
7	NOVA CONSULTING, INC.															
	1A(1) - Qualification of Firms (Max. 25 points)	24	23	18	25	23	20	133	22	15	29	627				
	1A(2) - Qualification of Team Members (Max. 25 points)	24	23	17	25	23	20	132	22	15	29					
	2A - Knowledge and Past Experience of Similar Type Projects (Max. 20 points)	20	18	16	18	20	10	102	17	11	23					
	3A - Past Performance of the Firms on W&S Projects During the Past 10 Years (Max. 16 points)	14	14	14	14	14	15	85	14	9	19					
	4A - Amount of Work Awarded and Paid by the County (Max. 6 points)	3	3	3	3	2	2	16	3	2	4					
	5A - Ability of team members to interface with the County (Max. 6 points)	5	5	5	5	5	5	30	5	3	6					
	6A - Local Workforce Participation (Max. 6 points)	5	4	5	5	5	5	29	5	3	6					
	Original Scores	95	90	78	95	92	77									
	Dropped Scores	1	1	6	2	5	3									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															

SECOND - TIER MEETING
SEPTEMBER 10, 2013

MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT
PUMP STATION IMPROVEMENT PROGRAM
ISD PROJECT NO. E13-WASD-02R

TABULATION SHEET

FIRM NAME	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	AVERAGE	LOW PRIORITY	HIGH PRIORITY	TOTAL QUALITATIVE POINTS	QUANTITATIVE RANKING	TOTAL ORIGINAL SCORES	ORIGINAL RANKING	FINAL RANK
	Sherry Negshan (WASD)	Vivian Fortal-Diaz (HBR)	Dr. Ayrod Azizhamili (FIU)	Hassan Hadjmiry (PRWD)	Mario Loatza (City of Riviera Beach)									
1 TETRA TECH, INC.														
1B: Knowledge of Project Scope (Maximum 45 points)	41	38	43	38	43	240	40	27	53					
2B: Qualifications of team members assigned to the project (Maximum 20 points)	17	18	20	19	18	105	16	12	23					
3B: Ability/Capacity of Firms to Complete Scope of Work within Budget and Schedule (Maximum 30 points)	26	26	30	29	28	162	27	18	36					
4B: Local Workforce Participation (Maximum 5 points)	4	4	5	5	5	23	5	3	6					
Ordinal Scores	88	85	98	91	94	78								
Dropped Scores	4	3	2	4	3	4								
Total Qualitative Points for Criteria 1B, 2B, 3B, and 4B	4	4	4	4	4	4								
2 KING ENGINEERING ASSOCIATES, INC.														
1B: Knowledge of Project Scope (Maximum 45 points)	45	37	42	43	42	249	42	23	55					
2B: Qualifications of team members assigned to the project (Maximum 20 points)	18	17	17	20	17	103	16	12	24					
3B: Ability/Capacity of Firms to Complete Scope of Work within Budget and Schedule (Maximum 30 points)	27	25	27	28	28	163	27	18	36					
4B: Local Workforce Participation (Maximum 5 points)	4	5	5	5	5	23	5	3	6					
Ordinal Scores	92	84	91	92	92	93								
Dropped Scores	2	4	4	2	4	2								
Total Qualitative Points for Criteria 1B, 2B, 3B, and 4B	2	4	4	2	4	2								
3 GCS CONSULTANTS, INC.														
1B: Knowledge of Project Scope (Maximum 45 points)	42	38	44	41	43	249	42	23	55					
2B: Qualifications of team members assigned to the project (Maximum 20 points)	18	19	18	19	18	111	19	12	25					
3B: Ability/Capacity of Firms to Complete Scope of Work within Budget and Schedule (Maximum 30 points)	26	26	28	28	28	165	28	18	37					
4B: Local Workforce Participation (Maximum 5 points)	4	4	5	5	5	23	5	3	6					
Ordinal Scores	90	87	95	93	95	93								
Dropped Scores	3	2	3	3	1	3								
Total Qualitative Points for Criteria 1B, 2B, 3B, and 4B	3	2	3	3	1	3								
4 NOVA CONSULTING, INC.														
1B: Knowledge of Project Scope (Maximum 45 points)	44	41	45	44	43	260	43	23	56					
2B: Qualifications of team members assigned to the project (Maximum 20 points)	19	19	20	20	18	115	19	13	25					
3B: Ability/Capacity of Firms to Complete Scope of Work within Budget and Schedule (Maximum 30 points)	28	27	29	30	28	172	29	19	33					
4B: Local Workforce Participation (Maximum 5 points)	5	5	5	5	5	30	5	3	7					
Ordinal Scores	96	92	98	99	94	98								
Dropped Scores	1	1	1	1	2	1								
Total Qualitative Points for Criteria 1B, 2B, 3B, and 4B	1	1	1	1	2	1								

Prepared by: V. Parnesi, MA Arch, LEED AP BD+C



miamidade.gov

Internal Services

111 NW 1st Street, Suite 1300
Miami, Florida 33128
T 305-375-3965 F 305-375-4407

VIA EMAIL TO:

Mr. Keneth L. Caban, P.E., Tetra Tech, Inc. (Ken.Caban@tetrattech.com)
Mr. Agustin Maristany, P.E., King Engineering Associates, Inc. (AMaristany@kingengineering.com)
Rudy M. Ortiz, P.E., CES Consultants, Inc. (ROrtiz@cesconsult.com)
Maria J. Molina, P.E., Nova Consulting, Inc. (Mmolina@nova-consulting.com)

August 29, 2013

RE: ISD Project No. E13-WASD-02R
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program

Dear Consultants,

Pursuant to the August 27, 2013 First-Tier meeting, your firm will be required to participate in oral presentations (Second-Tier) for the subject project. Presentations will be limited to thirty (30) minutes, with twenty (20) minutes for questions from the Competitive Selection Committee (CSC) and ten (10) minutes for set-up. **The date, location and time of the meeting are denoted on the attached Schedule of Presentations.**

The CSC at the August 27th meeting requested that you consider the following in your presentation:

- i. Please make your presentation specifically directed to the four (4) criteria listed below;
- ii. Please be ready to discuss the participation of team members on the Program and Construction Management Services Related to the Wastewater System Priority Projects, if applicable.

Second-Tier evaluation will be based upon the following criteria:

- 1B. Knowledge of Project Scope
- 2B. Qualifications of Team Members Assigned to the Project
- 3B. Capacity of Firms to Complete Scope of Work within Budget and Schedule
- 4B. Local Workforce Participation

In addition, please be advised that Ordinance No. 22-91, which amended Section 2-11.1(s) of the Miami-Dade County Code, **REQUIRES** that every representative of a firm attending a presentation before a Selection Committee register as a lobbyist in connection with the specific presentation. **If any of your presentation team members were not listed on the "Lobbyist Registration for Oral Presentation" affidavit submitted with your proposal, you must register the additional representatives with the Clerk of the Board and provide proof of registration prior to the presentation; otherwise, they cannot participate in the oral presentations, nor answer questions from the Committee.** You may contact the Clerk of the Board's Office at (305) 375-5126 for necessary instructions and/or forms pertaining to the addition of members to the lobbyist registration.

Page 2

Invitation to Consultants for Second-Tier Meeting/Oral Presentations
Miami-Dade Water and Sewer Department
ISD Project No. E13-WASD-02R

Please note that this public hearing will be recorded by Miami-Dade County. Requests for purchasing copies of the audio-recordings shall be made in writing to my attention via email at FernanP@miamidade.gov. Additionally, private entities may also record the public hearing. If you have any questions regarding this notification, please do not hesitate to contact me.

Very truly yours,


Fernando V. Ponassi, MA Arch., LEED® AP
Chairperson, Competitive Selection Committee

Attachment

c: Patty David, WASD
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
INTERNAL SERVICES DEPARTMENT

ISD PROJECT NO. E13-WASD-02R
PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM
SECOND TIER MEETING DATE: SEPTEMBER 10, 2013
MIAMI-DADE WATER AND SEWER DEPARTMENT
3071 SW 38 AVENUE
ROOM 156-A
MIAMI, FLORIDA 33146

SCHEDULE OF PRESENTATIONS

<u>TIME</u>	<u>NAME OF RESPONDING FIRM OR TEAMS OF FIRMS</u>
10:45 A.M. – 11:35 A.M.	TETRA TECH, INC. <u>SUBCONSULTANTS</u> CDM SMITH, INC. MILIAN, SWAIN & ASSOCIATES, INC. ROBAYNA AND ASSOCIATES, INC. MEDIA RELATIONS GROUP, L.L.C.
11:45 A.M. – 12:35 P.M.	KING ENGINEERING ASSOCIATES, INC. <u>SUBCONSULTANTS</u> STANLEY CONSULTANTS, INC. LEITER, PEREZ & ASSOCIATES, INC. ROSS ENGINEERING, INC. HSQ GROUP, INC.
2:00 P.M. – 2:50 P.M.	CES CONSULTANTS, INC. <u>SUBCONSULTANTS</u> HAZEN AND SAWYER, P.C. CARDOZO ENGINEERING, INC. PROGRAM CONTROLS, INC. MILLER, LEGG & ASSOCIATES, INC. HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, L.L.C. MEDIA RELATIONS GROUP, L.L.C.
3:00 P.M. – 3:50 P.M.	NOVA CONSULTING, INC. <u>SUBCONSULTANTS</u> 300 ENGINEERING GROUP, P.A. MWH AMERICAS, INC. BERMELLO, AJAMIL & PARTNERS, INC. BND ENGINEERS, INC. AVINO & ASSOCIATES, INC.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

NOVA CONSULTING, INC.

Filing Information

Document Number	P95000035314
FEI/EIN Number	650577672
Date Filed	05/05/1995
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/06/1997
Event Effective Date	NONE

Principal Address10486 NW 31 TERRACE
DORAL, FL 33172

Changed: 01/20/2005

Mailing Address10486 NW 31 TERRACE
DORAL, FL 33172

Changed: 01/20/2005

Registered Agent Name & AddressMOLINA, MARIA J
NOVA CONSULTING, INC.
10486 NW 31 TERRACE
MIAMI, FL 33172

Name Changed: 01/19/2006

Address Changed: 01/22/2010

Officer/Director Detail**Name & Address**

Title P

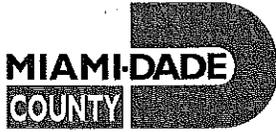
MOLINA, MARIA J
1717 NORTH BAYSHORE DRIVE, APT. 3155
MIAMI, FL 33130**Annual Reports**

Report Year	Filed Date
2011	01/06/2011

2012 01/16/2012
 2013 01/15/2013

Document Images

01/15/2013 -- ANNUAL REPORT	View image in PDF format
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03/30/2007 -- ANNUAL REPORT	View image in PDF format
01/19/2006 -- ANNUAL REPORT	View image in PDF format
01/20/2005 -- ANNUAL REPORT	View image in PDF format
01/15/2004 -- ANNUAL REPORT	View image in PDF format
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02/04/1999 -- ANNUAL REPORT	View image in PDF format
02/03/1998 -- ANNUAL REPORT	View image in PDF format
03/06/1997 -- AMENDMENT AND NAME CHANGE	View image in PDF format
02/18/1997 -- ANNUAL REPORT	View image in PDF format
04/29/1996 -- ANNUAL REPORT	View image in PDF format
05/05/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format



Miami Dade Water and Sewer Department
 Program and Construction Management Services for the
 Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Issuing Agency:	State of Florida Board of Professional Engineers
Professional Registration/Authorization:	Professional Engineer
License/Certificate No.:	7256
License/Certificate Holder:	Nova Consulting, Inc.
Expiration Date:	2/28/2015

State of Florida

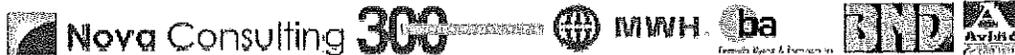
Board of Professional Engineers

Attests that
Nova Consulting, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015	Certificate of Authorization	CA Lic. No: 7256
Audit No: 228201504673		

The Right Team for your Program!



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

300 ENGINEERING GROUP, P.A.

Filing Information

Document Number	P06000119745
FEI/EIN Number	562612529
Date Filed	09/18/2006
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/01/2013
Event Effective Date	NONE

Principal Address8425 NW 68TH STREET
MIAMI, FL 33166

Changed: 03/08/2013

Mailing Address8425 NW 68TH STREET
MIAMI, FL 33166

Changed: 03/08/2013

Registered Agent Name & AddressTORREALBA, FRANKLIN A, P.E.
8425 NW 68TH STREET
MIAMI, FL 33166

Name Changed: 03/08/2013

Address Changed: 03/08/2013

Officer/Director Detail**Name & Address**

Title PD

TORREALBA, FRANKLIN A
8425 NW 68TH STREET
MIAMI, FL 33166

Title V

HERNANDEZ, LEYDA
8425 NW 68TH STREET
MIAMI, FL 33166

Annual Reports

Report Year	Filed Date
2011	01/20/2011
2012	01/14/2012
2013	01/26/2013

Document Images

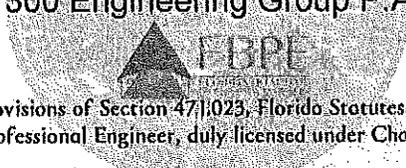
03/08/2013 -- Amendment and Name Change	View image in PDF format
01/26/2013 -- ANNUAL REPORT	View image in PDF format
01/14/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
07/22/2009 -- ADDRESS CHANGE	View image in PDF format
02/02/2009 -- ANNUAL REPORT	View image in PDF format
02/02/2008 -- ANNUAL REPORT	View image in PDF format
01/19/2007 -- ANNUAL REPORT	View image in PDF format
09/18/2006 -- Domestic Profit	View image in PDF format



Miami Dade Water and Sewer Department
 Program and Construction Management Services for the
 Implementation of a Pump Station Improvement Program
 ISD Project No. E13-WASD-02R

Issuing Agency:	State of Florida Board of Professional Engineers
Professional Registration/Authorization:	Professional Engineer
License/Certificate No.:	28326
License/Certificate Holder:	300 Engineering Group, P.A.
Expiration Date:	2/28/2015

State of Florida
 Board of Professional Engineers
 Attests that
300 Engineering Group P.A.



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015 CA Lic. No: 28326
 Audit No: 228201504596 Certificate of Authorization

The Right Team for your Program!





Miami Dade Water and Sewer Department
 Program and Construction Management Services for the
 Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Issuing Agency:	State of Florida Board of Professional Engineers
Professional Registration/Authorization:	Professional Engineer
License/Certificate No.:	6773
License/Certificate Holder:	MWH Americas, Inc.
Expiration Date:	2/28/2015

State of Florida

Board of Professional Engineers

Attests that
MWH Americas, Inc.



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015
 Audit No: 228201504368

Certificate of Authorization
 CA Lic. No:
 6773

The Right Team for your Program!



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

AVINO & ASSOCIATES, INC.

Filing Information

Document Number	M80081
FEI/EIN Number	650053775
Date Filed	05/10/1988
State	FL
Status	ACTIVE

Principal Address

1350 S.W. 57TH AVENUE
SUITE 207
WEST MIAMI, FL 33144

Changed: 11/30/2005

Mailing Address

1350 S.W. 57TH AVENUE
SUITE 207
WEST MIAMI, FL 33144

Changed: 11/30/2005

Registered Agent Name & Address

AVINO, JORGE R
1350 S.W. 57TH AVENUE
SUITE 207
WEST MIAMI, FL 33144

Name Changed: 02/07/2000

Address Changed: 11/30/2005

Officer/Director Detail**Name & Address**

Title PST

AVINO, JORGE R.
1350 S.W. 57TH AVENUE, SUITE 207
WEST MIAMI, FL 33144

Annual Reports

Report Year	Filed Date
2011	01/04/2011
2012	01/04/2012
2013	01/16/2013

Document Images

01/16/2013 -- ANNUAL REPORT	View image in PDF format
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01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/16/2009 -- ANNUAL REPORT	View image in PDF format
01/23/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
01/06/2006 -- ANNUAL REPORT	View image in PDF format
11/30/2005 -- ANNUAL REPORT	View image in PDF format
01/04/2005 -- ANNUAL REPORT	View image in PDF format
08/18/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
02/11/2002 -- ANNUAL REPORT	View image in PDF format
02/05/2001 -- ANNUAL REPORT	View image in PDF format
02/07/2000 -- ANNUAL REPORT	View image in PDF format
02/18/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
02/06/1997 -- ANNUAL REPORT	View image in PDF format
02/15/1996 -- ANNUAL REPORT	View image in PDF format
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Miami Dade Water and Sewer Department
 Program and Construction Management Services for the
 Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Issuing Agency:	State of Florida Department of Agriculture and Consumer Services
Professional Registration/Authorization:	Professional Surveyor and Mapper
License/Certificate No.:	LB5098
License/Certificate Holder:	Avino & Associates, Inc.
Expiration Date:	2/28/2015



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: **LB5098**
 Expiration Date February 28, 2015

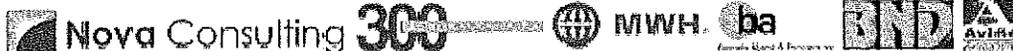
Professional Surveyor and Mapper Business License
 Under the provisions of Chapter 472, Florida Statutes

AVINO & ASSOCIATES INC
 1350 SW 57TH AVE STE 207
 WEST MIAMI, FL 33144-5700

ADAM H. PUTNAM
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

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**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

BND ENGINEERS, INC.

Filing Information

Document Number	P93000045561
FEI/EIN Number	650421519
Date Filed	06/23/1993
State	FL
Status	ACTIVE

Principal Address14331 SW 120 STREET
SUITE 201
MIAMI, FL 33186

Changed: 01/07/2012

Mailing Address14331 SW 120 STREET
SUITE 201
MIAMI, FL 33186

Changed: 01/07/2012

Registered Agent Name & AddressWILLIAMS, BASIL S
14331 SW 120 STREET
SUITE 201
MIAMI, FL 33186

Name Changed: 01/05/2009

Address Changed: 01/07/2012

Officer/Director Detail**Name & Address**

Title PTD

WILLIAMS, BASIL S
14331 SW 120 STREET
MIAMI, FL 33186

Title VPSD

KEANE, KEVIN A
15103 SW 146 AVE
MIAMI, FL 33186

Title D

WILLIAMS, TONI R
11124 NW 35 ST.
SUNRISE, FL 33351

Annual Reports

Report Year	Filed Date
2011	01/06/2011
2012	01/07/2012
2013	01/02/2013

Document Images

01/02/2013 -- ANNUAL REPORT	View image in PDF format
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01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
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04/24/2009 -- ANNUAL REPORT	View image in PDF format
01/05/2009 -- ANNUAL REPORT	View image in PDF format
01/03/2008 -- ANNUAL REPORT	View image in PDF format
12/12/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
12/18/2006 -- ANNUAL REPORT	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/13/2004 -- ANNUAL REPORT	View image in PDF format
01/06/2003 -- ANNUAL REPORT	View image in PDF format
01/09/2002 -- ANNUAL REPORT	View image in PDF format
01/24/2001 -- ANNUAL REPORT	View image in PDF format
03/02/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
01/22/1997 -- ANNUAL REPORT	View image in PDF format
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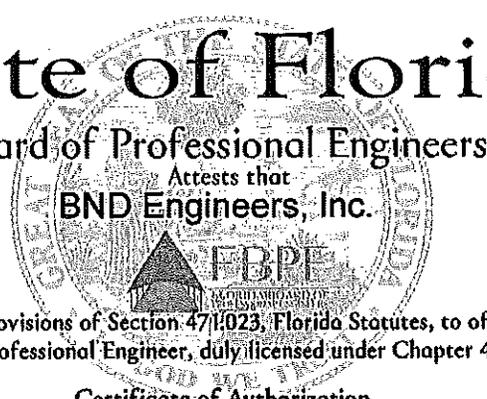
Miami Dade Water and Sewer Department
 Program and Construction Management Services for the
 Implementation of a Pump Station Improvement Program
 ISD Project No. E13-WASD-02R

Issuing Agency:	State of Florida Board of Professional Engineers
Professional Registration/Authorization:	Professional Engineer
License/Certificate No.:	6658
License/Certificate Holder:	BND Engineers, Inc.
Expiration Date:	2/28/2015

State of Florida

Board of Professional Engineers

Attests that
BND Engineers, Inc.

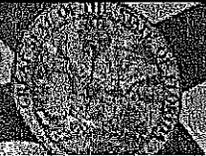


is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015 CA Lic. No: 6658
 Audit No: 228201501386 Certificate of Authorization

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**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

BERMELLO, AJAMIL & PARTNERS, INC.

Filing Information

Document Number	528526
FEI/EIN Number	591722486
Date Filed	02/28/1977
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/17/2011
Event Effective Date	NONE

Principal Address2601 S. BAYSHORE DRIVE
SUITE 1000
MIAMI, FL 33133

Changed: 01/04/2012

Mailing Address2601 S. BAYSHORE DRIVE
SUITE 1000
MIAMI, FL 33133

Changed: 01/04/2012

Registered Agent Name & AddressDANIELS & KASHTAN, P.A.
ATTN: JOSEPH W DOWNS III
3300 PONCE DE LEON BLVD
CORAL GABLES, FL 33134

Name Changed: 04/13/2009

Address Changed: 04/13/2009

Officer/Director Detail**Name & Address**

Title C

BERMELLO, WILLY A
 2601 S. BAYSHORE DRIVE, 10TH FLOOR
 MIAMI, FL 33133

Title V,S

HOROVITZ, BERNARD N
 2601 S BAYSHORE DRIVE, 10TH FLOOR
 MIAMI, FL 33133

Title CEOP

AJAMIL, LUIS
 2601 S. BAYSHORE DRIVE, 10TH FLOOR
 MIAMI, FL 33133

Title MGR

GAMBLE, MONIKA
 2601 S. BAYSHORE DRIVE, 10TH FLOOR
 MIAMI, FL 33133

Title V,S

FERNANDEZ, RAIMUNDO
 2601 S. BAYSHORE DRIVE, 10TH FLOOR
 MIAMI, FL 33133

Title D

COHEN-MORA, MAYRA
 2601 S. BAYSHORE DRIVE
 MIAMI, FL 33133

Annual Reports

Report Year	Filed Date
2011	01/04/2011
2012	01/04/2012
2013	01/02/2013

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04/13/2009 -- Reg. Agent Change	View image in PDF format
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01/18/2008 -- ANNUAL REPORT	View image in PDF format

01/25/2007 -- ANNUAL REPORT	View image in PDF format
02/10/2006 -- ANNUAL REPORT	View image in PDF format
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01/14/2004 -- ANNUAL REPORT	View image in PDF format
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Miami Dade Water and Sewer Department
 Program and Construction Management Services for the
 Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Issuing Agency:	State of Florida Board of Professional Engineers
Professional Registration/Authorization:	Professional Engineer
License/Certificate No.:	6304
License/Certificate Holder:	Bermello Ajamil & Partners, Inc.
Expiration Date:	2/28/2015

State of Florida

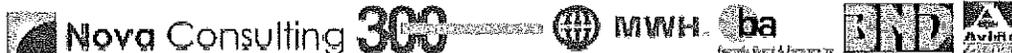
Board of Professional Engineers

Attests that
Bermello Ajamil & Partners, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015 CA Lic. No: 6304
 Audit No: 228201502200 Certificate of Authorization

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**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Profit Corporation**

MWH AMERICAS, INC.

Filing Information

Document Number	821699
FEI/EIN Number	951878805
Date Filed	07/26/1968
State	CA
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/01/2010
Event Effective Date	NONE

Principal Address

370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Changed: 04/10/2013

Mailing Address

370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Changed: 04/10/2013

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 09/18/2009

Address Changed: 04/10/2013

Officer/Director Detail**Name & Address**

Title President, Director

McConville, Daniel

370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Title Secretary, VP

Blackwell, Donald K.
370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Title Treasurer

Skinner, John T.
370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Title Director, Senior Vice President

Howard, Bruce K.
370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Annual Reports

Report Year	Filed Date
2011	01/04/2011
2012	03/31/2012
2013	04/10/2013

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01/04/2011 -- ANNUAL REPORT	View image in PDF format
10/01/2010 -- REINSTATEMENT	View image in PDF format
12/21/2009 -- ANNUAL REPORT	View image in PDF format
09/18/2009 -- Reg. Agent Change	View image in PDF format
01/06/2009 -- ANNUAL REPORT	View image in PDF format
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04/29/2005 -- ANNUAL REPORT	View image in PDF format
06/02/2004 -- ANNUAL REPORT	View image in PDF format
05/01/2003 -- ANNUAL REPORT	View image in PDF format
08/14/2002 -- Reg. Agent Change	View image in PDF format

04/29/2002 -- ANNUAL REPORT	View image in PDF format
10/31/2001 -- Reg. Agent Change	View image in PDF format
08/01/2001 -- Name Change	View image in PDF format
05/11/2001 -- ANNUAL REPORT	View image in PDF format
05/23/2000 -- ANNUAL REPORT	View image in PDF format
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01/29/1998 -- ANNUAL REPORT	View image in PDF format
12/08/1997 -- ANNUAL REPORT	View image in PDF format
03/25/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE
IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM
ISD PROJECT NUMBER E13-WASD-02R
AGREEMENT NO. 13NCI001**

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 PROGRAM MANAGER:

Name: NOVA CONSULTING, INC.
FEIN: 65-0577672
Address: 10486 N.W. 31 Terrace
Doral, Florida 33172
Phone Number: 305-436-9200
Fax Number: 305-436-9265
E-mail Address: mmolina@nova-consulting.com

The PROGRAM MANAGER shall include its officials, successors, legal representatives and assigns.

The COUNTY and the PROGRAM MANAGER agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
 BETWEEN
 MIAMI-DADE COUNTY
 AND
 NOVA CONSULTING, INC.
 AGREEMENT NUMBER 13NCI001

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.	DEFINITIONS.....	4
2.	COUNTY OBLIGATIONS & TASK AUTHORIZATION TO PROCEED.....	10
3.	PROFESSIONAL SERVICES	10
4.	EMPLOYEES ARE THE RESPONSIBILITY OF PROGRAM MGR	12
5.	PROGRAM MANAGER'S RESPONSIBILITIES.....	13
6.	WASD'S ORGANIZATIONAL CONFLICT OF INTEREST	14
7.	TASK AUTHORIZATION: TIME FOR COMPLETION.....	19
8.	DELAY IN PERFORMANCE	19
9.	FORCE MAJEURE.....	19
10.	CHANGE OF PRINCIPAL AND/OR SENIOR PROJECT MANAGER.....	20
11.	COMPENSATION FOR SERVICES	20
12.	METHODS OF PAYMENT	25
13.	SCHEDULE OF WORK.....	26
14.	RIGHT OF DECISIONS.....	26
15.	OWNERSHIP OF DOCUMENTS	26
16.	PRESS RELEASE OR OTHER PUBLIC COMMUNICATION.....	26
17.	NOTICES	27
18.	AUDIT RIGHTS	27
19.	SUBCONSULTANTS	27
20.	PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS	28
21.	SOLICITATION	28
22.	WARRANTY.....	29
23.	TERMINATION OF AGREEMENT	29
24.	DURATION OF AGREEMENT.....	29
25.	DEFAULT.....	30
26.	CONSEQUENCE FOR NONPERFORMANCE.....	30
27.	INDEMNIFICATION AND HOLD HARMLESS	30
28.	INSURANCE	31
29.	COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS	32
30.	PUBLIC ENTITY CRIMES.....	33
31.	SUSTAINABLE BUILDING PROGRAM	33
32.	PROPRIETARY INFORMATION.....	34
33.	AFFIRMATIVE ACTION PLAN.....	34
34.	EQUAL OPPORTUNITY.....	34

35.	OFFICE OF THE COUNTY INSPECTOR GENERAL	35
36.	INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL.....	37
37.	PUBLIC RECORDS AND CONTRACTS.....	38
38.	PERFORMANCE EVALUATIONS	38
39.	ETHICS COMMISSION.....	38
40.	ASSIGNMENT OF AGREEMENT	38
41.	ENTIRETY OF AGREEMENT	39
42.	HEADINGS.....	39
43.	BINDING EFFECT	39
44.	NO THIRD PARTY RIGHTS.....	39
45.	NON-EXCLUSIVITY	39
46.	MODIFICATION	39
47.	GOVERNING LAW.....	39
48.	SECURITY RESTRICTIONS.....	39
49.	SANCTIONS FOR CONTRACTUAL VIOLATIONS	40
50.	SEVERABILITY.....	40
51.	DRAFTING RESPONSIBILITY.....	40
52.	SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST	40
	SIGNATURES.....	42

	ATTACHMENTS	43
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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 NOVA CONSULTING, INC., a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "PROGRAM MANAGER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the PROGRAM MANAGER and the PROGRAM MANAGER hereby covenants to provide Program and Construction Management Services for the Implementation of a Pump Station Improvement Program.

1. DEFINITIONS

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this Agreement, which the PROGRAM MANAGER shall perform at COUNTY'S option and when authorized by a task authorization(s) to proceed in accordance with the terms of this Agreement.

AGREEMENT: This written Agreement between the COUNTY and the PROGRAM MANAGER, including the Appendices and Exhibits attached hereto and all amendments and task authorization to proceed issued by the COUNTY hereunder.

AMENDMENT: A written modification to this Agreement executed by the PROGRAM MANAGER and the COUNTY covering changes, additions, or reductions in the terms of this Agreement.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and Charter referenced in this Contract are posted on the website www.miamidade.gov.

APPLICATION FOR PAYMENT: The PROGRAM MANAGER invoice and associated documentation required for submittal to the WASD to request payments due under the Contract in a format acceptable to WASD.

ARCHITECT/ENGINEER (A/E): The named entity on page one (1) of this Agreement and synonymous with the PROGRAM MANAGER and Consultant.

AWARD: The issuance of a Contract by Miami-Dade County.

BOARD OF COUNTY COMMISSIONERS ("BCC"): The duly elected officials authorized to act on behalf of the COUNTY.

COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million dollars (\$2,000,000.00) for the first tier CBE-A/E(s), four million five hundred thousand dollars (\$4,500,000.00) for second tier CBE-A/E(s) in the case of architectural services, or six million dollars (\$6,000,000.00) for second tier CBE-A/E(s) in the case of landscape architectural services, engineering, or surveying and mapping services.

CONSENT DECREE (CD): An Agreement between Miami-Dade County, the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection, which requires the COUNTY to undertake a series of projects, operating and maintenance tasks, and monitoring activities in its wastewater system, to reduce and prevent sanitary sewer overflows.

CONSTRUCTION MANAGEMENT SERVICES: Contract administration, construction management and field inspections that will include but are not limited to; engineering and construction administration activities during the design, permitting and construction phases of the design contract; daily on-site inspections, maintaining daily progress log(s), coordinating weekly status meetings; reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments including allowance accounts and change orders; reviewing and accepting as-builts drawings; utilizing WASD's project control system to track all documents and activities, interface with construction managers, and WASD staff as needed; and responding to requests for information.

CONSULTANT: A firm, Company Joint Venture, or individual hired or contracting with the County through this Agreement. Consultant is also synonymous with the terms "Prime Consultant" and "PROGRAM MANAGER".

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated work, as directed by the Director or the Director's designee, which is necessary to satisfactorily complete the Project. Any time or money within the Contingency Allowance Account not directly authorized for use by the Director or the Director's designee remains with the COUNTY.

CONTRACT: Synonymous with the term "Agreement". An Agreement refers to the Professional Services Agreement (PSA), inclusive of all attachments, the contract documents, and its attachments and references, addenda, and modifications. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

CONTRACT PRICE: The amount specified in Section 11(D) "Maximum Compensation", pursuant to the terms and conditions of this Contract.

COUNTY (Miami-Dade County): A political subdivision of the State of Florida. In all respects hereunder, COUNTY'S performance is pursuant to COUNTY'S position as the Owner of this Project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY'S authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

COUNTY'S REPRESENTATIVE: The Director or the Director's designee, and individual(s) or firms(s) designated to act on his behalf in the administration of the Contract within the limits of their respective authorization. The Director's or the Director's designee is the Program Director.

DAYS: Unless otherwise designated, days mean calendar days.

DEPARTMENT: A department of Miami-Dade County represented by and acting through the Director or the Director's designee(s).

DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the COUNTY hereunder on a Multiple of Direct Salaries basis pursuant to a task authorization to proceed for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, inspectors, agents, project and document control personnel, administrative personnel, Information Technology personnel, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

DIRECTOR (COUNTY'S REPRESENTATIVE): The Director of the Miami-Dade Water and Sewer Department (WASD) who administers the Contract on behalf of the COUNTY.

DIRECTOR OR THE DIRECTOR'S DESIGNEE: The individual or firm designated to represent the Director during the execution of the design and

construction of the Project, and is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the Contract is duly executed by all parties and is legally binding and enforceable.

EMERGENCY: As defined in writing by WASD Director or the Director's designee.

FIELD ORDER: A written order issued by the Director or the Director's designee which orders minor changes in the Project but which does not involve a change in the total cost or time or performance.

FIELD REPRESENTATIVE: An authorized representative of the COUNTY providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.

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 PROGRAM MANAGER and shall include, but not be limited to: strikes, lockouts, other industrial disturbance or similar occurrence, which have or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. 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. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the PROGRAM MANAGER and of the work performed by the PROGRAM MANAGER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the PROGRAM MANAGER and included in the Section 28 in the Contract.

LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.

MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD or Department): A department of Miami-Dade County that maintains and operates the COUNTY'S water and sewer system.

NOTICE OF TERMINATION: Written notice from Director to the PROGRAM MANAGER to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

NOTICE TO PROCEED (NTP): Written notice from the Director or the Director's designee to the PROGRAM MANAGER specifying the date on which the PROGRAM MANAGER is to proceed with the WORK and on which the Contract period begins.

PRICE PROPOSAL: The form by which the CONSULTANT provides his/her prices for the Work in the proposal provided in response to the Notice to Professional Consultants.

PROFESSIONAL SERVICES AGREEMENT (PSA): Synonymous with the term "Contract" and "Agreement."

PROGRAM DIRECTOR: The individual designated by the WASD Director to be responsible for the overall coordination of its staff and services to be provided under the Professional Services Agreement with the COUNTY.

PROGRAM MANAGER: The firm responsible for the overall coordination of its staff and services to be provided under the Professional Services Agreement with the COUNTY.

PROGRAM MANAGEMENT SERVICES: The group of services, tasks and activities needed to oversee the development and implementation of an array of related pump station improvement program requirements.

PROGRAM TEAM: Those individuals or firms identified by WASD in the task authorization to proceed. Team members may include County employees and consultants.

PROGRAM: The Scope of the Work and Services as identified in Section 3 of this Contract Documents including all amendments.

PROJECT: Any discrete element or scope of work necessary to achieve the successful completion of the Program.

PROJECT MANAGER: An individual designated by the PROGRAM MANAGER to represent the PROGRAM MANAGER during the completion of the Program.

PROGRAM INITIATION DATE: The date provided in the Notice to Proceed (NTP) upon which the Contract's time for performance begins.

PROGRAM SCHEDULE: The schedule covering the entire scope and duration of the Program prepared in the critical path method (CPM) and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the

PROGRAM MANAGER to the Director or the Director's designee for approval. The schedule indicates the Projects' durations and sequence of key activities of engineering, design, permitting, construction, testing and commissioning and indicates milestone event dates as required by the Contract.,

PROPOSAL DOCUMENTS: Documents applicable to and specific to the PROGRAM MANAGER'S Proposal for this Contract, consisting of qualifications data and information; technical narrative descriptions; design and construction data; plans and calculations; commercial data including pricing, insurance and bonding; and forms provided in the Contract, and other related documents specified in the Contract, and errata and addenda thereto.

REIMBURSABLE EXPENSES: Those expenses delineated in Section 11C) "Reimbursable Expenses" of this Agreement which are separately approved by the County that are incurred by the PROGRAM MANAGER in the fulfillment of this Agreement and which are to be compensated to the PROGRAM MANAGER in addition to the Compensation for Services.

SCOPE OF SERVICES (PROFESSIONAL SERVICES): The Scope of Services consists of the management of the overall delivery of all tasks required for development and implementation of a comprehensive and technically sound Pump Station Improvement Program. The Scope of Services to be provided by the PROGRAM MANAGER includes, but is not limited to, services as delineated in Section 3, "Professional Services".

SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

STATE: The State of Florida.

SUBCONSULTANT: A subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed the Contract with the PROGRAM MANAGER to furnish professional services for the Project Scope of Services. A subconsultant does not furnish trade labor for construction.

TASK AUTHORIZATION TO PROCEED (TASK OR WORK ORDER): A written order, authorized by the Director or the Director's designee, directing the PROGRAM MANAGER to perform work under this contract, a specific allowance account or which directs the PROGRAM MANAGER to perform a change in the work that does not have a monetary impact.

VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or for eliminating items that add cost without contributing to required functions.

VALUE ENGINEERING (VE): The systematic application of recognized techniques for optimizing both cost and performance and/or providing innovative techniques in a new or existing facility or system, or for eliminating or replacing items to reduce cost without significantly reducing the required functions and/or performance of the facility or system.

WORK (SERVICES): All services, tasks, and activities related to the improvements of the PSIP program and CD requirements.

2. COUNTY OBLIGATIONS AND TASK AUTHORIZATION TO PROCEED: The COUNTY agrees that WASD shall furnish to the PROGRAM MANAGER any plans or other data reasonably 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 PROGRAM MANAGER without guarantee regarding its reliability and accuracy. The PROGRAM MANAGER shall be responsible for independently verifying such information if it shall be used by the PROGRAM MANAGER to accomplish the work undertaken pursuant to this Agreement.

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

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

3. PROFESSIONAL SERVICES: Upon receipt of task authorization to proceed from the Director, the PROGRAM MANAGER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task authorization. The Scope of Services to be provided by the PROGRAM MANAGER includes, but is not limited to, the following:
 - A. Advise and provide, strategic, and day-to-day oversight and direction to the Pump Station Improvement Program (PSIP).
 - B. Prepare and maintain, together with WASD staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols as well as design and construction standards.

- C. Establish standards and guidelines for cost-estimating. The PROGRAM MANAGER shall work with WASD staff to ensure that all project cost estimates meet the cost estimating standards. The PROGRAM MANAGER shall review cost estimates generated for consistency with the standards and guidelines.
- D. Develop Engineering Reports, scope of work and preliminary cost estimates for all out of compliance Pump Stations based on the Remedial Action Plans (RAP) submitted to EPA.
- E. In the development and implementation of these projects, the PROGRAM MANAGER shall take into consideration, and coordinate the associated work with, regulatory requirements, such as Outfall Legislation, and other Master Plan projects.
- F. Develop and manage a program master schedule and task schedules and provide budget/cost oversight of all program elements and resources. Manage and track project progress by means of an appropriate software package approved by WASD.
- G. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the WASD PSIP Team.
- H. Assist WASD in the negotiation of fees to be paid to the Design Consultants for each project assigned to them.
- I. Provide assistance to WASD and Design Consultants during the permitting phase of the projects to ensure compliance with County and State regulations.
- J. Assist WASD in the review of design documents including constructability reviews.
- K. Utilize WASD Project Control Tracking System (PCTS), Proliance and Primavera computer software to track all document activities..
- L. The PROGRAM MANAGER shall be familiar with, and acknowledges that it will comply with, the Consent Decree that is on WASD's website at <http://www.miamidade.gov/water/wastewater-improvement-projects.asp>

The PROGRAM MANAGER will also provide oversight and support for the design and construction management phases of the PSIP program. More specifically, the PROGRAM MANAGER will perform Project and Construction Management functions for all required projects derived from the Remedial Action Plans and will have the responsibility of managing:

- A. A pool of five (5) different design consultants that will have the function of preparing the Engineering Reports, Construction Drawings and Technical

Specifications required for Pump Station upgrades or replacements. These consultants will also be responsible for obtaining all the required permits and providing technical support during the construction phase, including review and approval of shop drawings and change orders and attendance at any site visits required.

- B. The contractors selected by WASD to carry out the construction of the required projects (pump station upgrades and replacements and installation or replacement of force mains and gravity lines).
- C. A pool of four (4) contractors that will conduct the required Infiltration/Inflow testing and repairs as follows:
 - 1. One (1) contractor to perform Sanitary Sewer Evaluation Survey (SSES) to include flow isolation, TV inspection, lateral investigation, point repair and grouting.
 - 2. One (1) contractor to perform the required Dig and Replace work.
 - 3. One (1) contractor to perform sectional lining and manhole rehabilitation work.
 - 4. One (1) contractor to perform Cure-in-Place (CIP) work.

First Task Service Order (Attachment B) – The services to be provided by the PROJECT MANAGER as part of the First Task Service Order will include, but not be limited to, engineering evaluation, scheduling, pump station prioritization and site visits. The goal of the task is to obtain, review and evaluate the existing RAPs, prepare a list of prioritized projects together with a detailed Primavera Schedule for each project and a Final Master Schedule. The total compensation for First Task Service Order is one million, four hundred twenty-one thousand, six hundred ninety-nine dollars and forty-nine cents (\$1,421,699.49) and the work should be completed within one hundred twenty (120) days once the Notice to Proceed has been issued. Any modification(s) made to First Task Service Order must be approved by the Director or the Director's designee. Additional task orders as authorized by the Director or the Director's designee will be forthcoming

- 4. EMPLOYEES ARE THE RESPONSIBILITY OF THE PROGRAM MANAGER/ INDEPENDENT CONTRACTOR RELATIONSHIP: The PROGRAM MANAGER 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 PROGRAM MANAGER'S sole direction, supervision and control. The PROGRAM MANAGER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the PROGRAM MANAGER'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 PROGRAM MANAGER 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 or a Work Order. The PROGRAM MANAGER shall supply competent employees. The COUNTY may require the PROGRAM MANAGER 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 authorization. The PROGRAM MANAGER shall not replace any employee in the team initially proposed by the PROGRAM MANAGER without prior approval from the Director or the Director's designee. The PROGRAM MANAGER 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 Service, with such labor rates made a part hereof as Attachment "C" to this Agreement. All employees engaged in this Project will be required to submit the attached conflict of interest "Affidavit" as Attachment "D".

5. PROGRAM MANAGER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the PROGRAM MANAGER 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 authorization to proceed.
 - C. Comply with the federal, state and local laws or ordinance applicable to the work.
 - D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
 - E. Provide a written report on the status of the work to the Director upon request and hold pertinent data and other products open to the inspection of the Director or 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 authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
 - G. Confer with the COUNTY at any time during the effective term of the Agreement and implementation of improvements for which the PROGRAM MANAGER 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 PROGRAM MANAGER shall not be compensated for the correction of errors and omissions on the part of the

PROGRAM MANAGER, but shall be compensated for any additional services requested by the Director or the Director's designee.

- H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
 - I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of WASD. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this Agreement shall be transferred in an approved media and format by IT.
 - J. All systems developed by the PROGRAM MANAGER 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 if the system is developed outside these parameters will be the burden of the Consultant.
 - L. The COUNTY reserves the right to require background checks on PROGRAM MANAGER'S staff working on sensitive WASD infrastructure information, especially Geographic Information System (GIS) layers. WASD may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the PROGRAM MANAGER responsible for the security of this data.
 - M. All PROGRAM MANAGER'S 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 PROGRAM MANAGER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.
 - O. The PROGRAM MANAGER shall comply with applicable provisions of any Consent Decree entered into by the COUNTY for its Wastewater facilities improvements.
6. WASD'S ORGANIZATIONAL CONFLICT OF INTEREST, ADVANCE TEAMING RESTRICTIONS AND CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY :

A. WASD ORGANIZATIONAL CONFLICT OF INTEREST

- 1) Policy: The COUNTY, through WASD, adopts the provisions of this section to govern potential conflicts of interest in its procurement of Consultants to implement the Program. It is the policy of the COUNTY,

implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the COUNTY'S contracting for the Program and to protect the business interests of the COUNTY thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the COUNTY'S Code of Ethics.

- 2) Definitions: Organizational conflict of interest situation in which a Consultant (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the COUNTY in a matter (such as in drafting specifications or assessing another Consultant's or Contractor's proposal or performance) and the Consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the Contract, the Contractor may be improperly influenced by its own interests rather than the best interest of the COUNTY, or (b) would have an unfair competitive advantage in a COUNTY competitive solicitation as a result of having performed work on a COUNTY Contract that put the Consultant in a position to influence the result of the solicitation.

Affiliates: business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Prime Consultants shall be the Consultant selected to Contract directly with the COUNTY for each of the anticipated five Contracts under the Program.

Subconsultants: firms under Contract with the Prime Consultant.

- 3) Certification of no organizational conflict of interest: The Consultant's: (a) execution of the Contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the Consultant's certification to the COUNTY that the Consultant does not have knowledge of any organizational conflicts of interest to exist in performing the work under the Contract. False certifications may be considered a material breach of the Contract and the Consultant may be liable to the COUNTY for a false claim under the COUNTY'S false claim ordinance. At any time in anticipation of awarding the Contract, or during the performance of the Contract, the COUNTY may require the Consultant to execute an express written certification that after diligent inquiry the Consultant does not have knowledge of any organizational conflict of interest. The COUNTY may also require the Consultant to set forth in writing the scope of the inquiry conducted to

make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the Contract.

- 4) Identification of organizational conflict of interest: The Consultant shall be obligated to disclose to the COUNTY any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Contract Manager identified in the Contract specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the COUNTY'S analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The Consultant's failure to identify an organizational conflict of interest, or to disclose the same to the COUNTY in the manner set forth in this Section, may be considered a material breach of the Contract. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same subconsultants which may be primes or subconsultants in other Program Contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the COUNTY as a criterion for selection as set forth in the applicable competitive solicitation documents.

- 5) Addressing organizational conflicts of interest: The COUNTY will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director, with the assistance of such other persons as he may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The COUNTY shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the COUNTY must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the COUNTY'S business interests, then the COUNTY shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the COUNTY'S interest is outweighed by the expected benefit from having the conflicted Consultant perform the Contract.

- 6) Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the prime and/or its subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting subconsultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Consultant and Subconsultant duties to mitigate organizational conflicts of interest, (g) requiring sub-Consultants who are conflict free to perform identified areas of work, (h) requiring the Consultant or its subconsultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.
- 7) Documentation and evaluation: The Director will set forth in the Contract file a written explanation of the methodology used to address an identified organizational conflict of interest. The COUNTY shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG or COE.
- 8) Organizational conflicts of interest which are not remedied: If in the sole discretion of the COUNTY there is no measure or combination of measures which protect the COUNTY against the organizational conflict of interest, then the Consultant may not perform the subject work. The COUNTY may, in its discretion, if pre-award, decide not to award the Contract to the affected Consultant, and following award, may terminate the Contract, or portion of the Contract , which the Consultant has materially breached because of such inability to perform:

B. Advance Restrictions

- 1) General: The Program shall be subject to the advance restrictions set forth in this subsection. While the advance restrictions have been designed to prevent the major anticipated organizational conflicts of interest, compliance with the advance restrictions is not a guarantee that a firm complies with the COUNTY'S policy on organizational conflicts of interest, which shall at all times be governed by the other requirements of this section.

The advance restrictions set forth in this subsection apply to both Consultants and their affiliates. In the event that Consultants apply as joint

ventures, the advance restrictions shall apply to each of the members of the joint venture.

The COUNTY may award a Contract notwithstanding the advance restrictions upon a finding that, following competition, the restriction prevents the COUNTY from contracting with the sole responsive and responsible contractor offering to provide the services in terms acceptable to the COUNTY.

The COUNTY will not permit Subcontracting or teaming arrangements which are not commercially reasonable and are clearly designed to avoid the advance restrictions set forth in this section. The decision of the COUNTY to prohibit any such arrangement as a violation of the advance restrictions set forth in this policy shall be final.

- 2) Prime Consultants. The COUNTY anticipates awarding five (5) separate design contracts, each to a different Prime Consultant. The Scope of Services for each of the five (5) separate design Contracts is described within each independent solicitation. While Consultants will be permitted to submit proposals for more than one contract, it is anticipated that the COUNTY will award each Prime Consultant only one Contract.

It is anticipated that the COUNTY will select first the Prime Consultant for Program Management Consultant. The Prime Consultant selected as a Program Management Consultant shall not participate as a subconsultant to any other Prime Consultant.

- 3) SUBCONSULTANTS: Subconsultants to the selected Program Manager shall not be a Subconsultant to any other Prime Consultant under the Program. Other than the waiver for no availability set forth in Paragraph 6 B (1) above, this restriction may not be waived at the time of selection of the Prime Consultants. Following the initial selection of Prime Consultants, and during the course of the performance of the contracts, if any, the Director may in his or her sole discretion waive this restriction applicable to Subconsultants of the Program Manager upon consideration of the following criteria: (a) the scope of work performed by the affected Subconsultant in the Program, (b) any unique expertise of the Subconsultant for the subject work, (c) the fees earned by the Subconsultant during the course of his engagement for the Program Manager, (d) the availability of other competent firms available to perform the subject work, and (e) changes in the ownership or personnel of the affected Subconsultant or other firms participating in the Program. No waiver shall be given if such waiver would result in an organizational conflict of interest that cannot be addressed in the discretion of the Director.

- 4) Proposers must select between submitting as a Prime Consultant or Subconsultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.
- 5) Consultants electing to submit as a Prime Consultant may only respond once to a solicitation, limited to participation on a single team. If submitting as a Prime Consultant, said Consultant may not participate as a Subconsultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions

7. TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION: The services to be rendered by the PROGRAM MANAGER for each section of the work shall commence upon receipt of a written task authorization to proceed from the Director or the Director's designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed.
8. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The PROGRAM MANAGER shall not be entitled to an increase in the sum, payment or compensation of any kind from the COUNTY beyond that set forth in this Agreement nor shall the PROGRAM MANAGER be entitled to 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 PROGRAM MANAGER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the PROGRAM MANAGER shall be entitled only to extensions of the 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 PROGRAM MANAGER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence. The PROGRAM MANAGER 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 bar on the ability of the PROGRAM MANAGER to bring any civil action for either compensable or non-compensable time extension.

9. FORCE MAJEURE: No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by force majeure to carry out such obligations, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no

longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of force majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a force majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

10. CHANGE OF PRINCIPAL AND/OR SENIOR PROJECT MANAGER: Maria J. Molina, P.E., and Franklin A. Torrealba, P.E., shall be the Principal and Senior Project Manager, respectively. If the COUNTY or the PROGRAM MANAGER requests a change of the Principal or Senior 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 Senior Project Manager.

11. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the PROGRAM MANAGER agrees to accept a fee representing full compensation for the performance of the services specified herein. The PROGRAM MANAGER 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 PROGRAM MANAGER if the COUNTY determines that the PROGRAM MANAGER 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 for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

1. The fee for professional services rendered by the PROGRAM MANAGER'S employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work times a negotiated multiplier of 2.85 for Office Employees, 2.4 for the PROGRAM MANAGER'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 PROGRAM MANAGER and/or Subconsultant(s), when such home offices provide office space. Field Personnel shall mean personnel that are performing duties in the field or outside of the home offices of the PROGRAM MANAGER and/or Subconsultant, and at offices of the COUNTY for more than thirty (30) days, but not considered permanent. This fee shall constitute full compensation to the PROGRAM MANAGER for costs incurred in the performance of the work, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Clerical staff is defined to include secretarial, word processing and staff performing administrative functions. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed \$228.00 per hour for the PROGRAM MANAGER and Subconsultant(s). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not to exceed the following:

Senior Project Manager, Expert Engineer, Scientist	\$80.00
Project Manager and Registered Technical Staff	\$75.00
Non-Registered Technical Staff	\$60.00
Administrative	\$45.00
Clerical, document control staff	\$25.00

The COUNTY has the right to verify the rates and multipliers used in this Agreement through an audit. 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 or the Director's designee 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 of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime work. Overtime is defined as work in excess of forty (40) hours per week. The multiplier rate in Section 10.A.1 does not apply.
- 3) Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the PROGRAM MANAGER and its Subconsultant(s), and made a part hereof as Attachment "C" 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 PROGRAM MANAGER 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, customary computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, or clerical work. Nor shall the PROGRAM MANAGER invoice for employee time not directly related to the work or travel and substance not directly related to the work. The multiple factor set forth in Section 11.A.1. 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 PROGRAM MANAGER unless otherwise provided for herein or within a written task authorization. The PROGRAM MANAGER 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 PROGRAM MANAGER, payable to such Subconsultant(s).
- 6) The PROGRAM MANAGER shall promptly make all payments to such Subconsultant(s) following receipt by the PROGRAM MANAGER of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the PROGRAM MANAGER shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Subconsultants(s) authorized by the Director as services shall not exceed the PROGRAM MANAGER'S rates referenced above unless otherwise approved in advance by the Director.
- 7) The PROGRAM MANAGER 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 Principals in its sole discretion upon request by the PROGRAM MANAGER.
- 8) Not To Exceed: Under this compensation, the PROGRAM MANAGER 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 authorization to proceed. The compensation method shall be in accordance with the compensation schedule as shown in Section 11.A.1 of this Agreement.

B. Lump Sum Fee: The fee for any requested portion of work may be, at the option of COUNTY, a lump sum mutually agreed upon by the Director and the PROGRAM MANAGER. The lump sum fee will be estimated based on the 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 PROGRAM MANAGER may be compensated on a direct reimbursement basis for certain work related expenditures not covered by fees for engineering management 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, software licenses 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 PROGRAM MANAGER 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 PROGRAM MANAGER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the PROGRAM MANAGER shall maintain accurate records in a format and procedure provided by WASD, and the PROGRAM MANAGER shall submit said records with their invoices.
- 3) Reimbursable expenses of the PROGRAM MANAGER 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.
- 4) The PROGRAM MANAGER shall be required to submit original receipts of all reimbursable expenses for tasks authorization issued on a time and material basis and lump sum.
- 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 PROGRAM MANAGER pursuant to this Agreement shall not exceed sixteen million dollars (\$16,000,000.00), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the PROGRAM MANAGER.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the PROGRAM MANAGER after the sixteen million dollars (\$16,000,000.00)

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 one million, six hundred thousand dollars (\$1,600,000.00). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the PROGRAM MANAGER. The task authorization must clearly identify, explain and justify the reason for the additional services. The PROGRAM MANAGER 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. Compensation for Other Services (IF APPLICABLE):

Surveying and Testing Services: In the event surveying and testing services are required during the Project and such work is authorized by the Director or the Director's designee, the PROGRAM MANAGER shall be compensated for performance of said work and the rates shall not exceed the negotiated rates under the latest Miami-Dade County Public Works and Waste Management Department contract and schedule of payment, attached as Attachment "E".

G. 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 Section 287.017, Florida Statutes, for Category Four, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate as attached hereto as Attachment "F". The PROGRAM MANAGER 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 PROGRAM MANAGER'S payroll prior to issuing a task authorization to proceed.

H. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of Section 11 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 PROGRAM MANAGER, mutually acceptable to COUNTY and PROGRAM MANAGER, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

12. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the PROGRAM MANAGER, in accordance with Prompt Payment Ordinance No. 94-40, as 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 PROGRAM MANAGER is responsible to submit original 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 PROGRAM MANAGER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate and/or Reimbursable Expenses:

- 1) The PROGRAM MANAGER 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 PROGRAM MANAGER shall submit a "Monthly Utilization Report" (MUR) form in accordance with the Internal Services Department. Invoices shall not be considered valid without said form. The MUR shall indicate the amount of contract monies received and paid to the PROGRAM MANAGER, including payments to Subconsultant(s). The MUR format is attached as Attachment "G". 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 11 of this Agreement.
- 4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee:

- 1) The PROGRAM MANAGER 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 PROGRAM MANAGER shall submit a "Monthly Utilization Report" form in accordance with the Internal Services requirements. Invoices shall not be considered valid without said form.
- 3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous payments.

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

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

14. RIGHT OF DECISIONS: All services shall be performed by the PROGRAM MANAGER 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.

15. 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 PROGRAM MANAGER or owned by a third party and licensed to the PROGRAM MANAGER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the PROGRAM MANAGER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the PROGRAM MANAGER shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The PROGRAM MANAGER 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 PROGRAM MANAGER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

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

16. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION:

Under no circumstances shall the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the PROGRAM MANAGER or such parties has been approved or endorsed by the COUNTY.

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

18. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER, the PROGRAM MANAGER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

19. SUBCONSULTANTS:

A. The PROGRAM MANAGER shall utilize the following firms as Subconsultants:

300 ENGINEERING GROUP, P.A. (CBE)
AVINO & ASSOCIATES, INC. (CBE)
BND ENGINEERS, INC. (CBE)
BERMELLO, AJAMIL & PARTNERS, INC.
MWH AMERICAS, INC.

The PROGRAM MANAGER shall not subconsult, 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 Internal Services Department approves the additional Subconsultant(s). In addition, the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of twenty-nine percent (29%) on the total amount of compensation for engineering services authorized under this Agreement. The PROGRAM MANAGER shall be responsible to submit to the COUNTY a "Monthly Utilization Report" on or before the tenth (10th) working day following the preceding month or with the monthly invoice.

C. SUBCONSULTANTS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES: Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000.00) 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, attached hereto as Attachment "H". 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.

20. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The PROGRAM MANAGER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the PROGRAM MANAGER 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 PROGRAM MANAGER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment. The PROGRAM MANAGER agrees to provide the COUNTY with a copy of its dispute resolution.

21. SOLICITATION: The PROGRAM MANAGER warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the PROGRAM MANAGER or the PROGRAM MANAGER'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 PROGRAM MANAGER 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 PROGRAM MANAGER or the PROGRAM MANAGER'S Subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the PROGRAM MANAGER 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 PROGRAM MANAGER for any reason whatsoever.

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

23. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification or by declining to issue the written task authorization, as provided herein, in which event the COUNTY'S sole obligation to the PROGRAM MANAGER shall be payment, in accordance with Section 11. D. "MAXIMUM COMPENSATION", 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 PROGRAM MANAGER up to the time of termination. In the event partial payment has been made for professional services not performed, the PROGRAM MANAGER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the PROGRAM MANAGER, elect to employ other persons to perform the same or similar services.

24. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of five (5) years after the date of execution of this Agreement and upon issuance of the Notice to Proceed to its First Task Authorization. The Agreement has an option to extend, at the discretion of the County Mayor or designee, for one (1) two (2) year option-to-renew period; provided that the maximum compensation set forth in Section 11.D. is not reached by the completion of the initial effective term. 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 11 herein.

25. DEFAULT: If the PROGRAM MANAGER fails to comply with the provisions of this Agreement, the Director may declare the PROGRAM MANAGER in default by ten (10) days prior written notification. In such event, the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER for reasonable attorney's fees and court costs.

26. CONSEQUENCE FOR NONPERFORMANCE: Should the PROGRAM MANAGER fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the services, the PROGRAM MANAGER shall be liable for any damages to the COUNTY resulting from such delay. Such damages may include stipulated penalties imposed against the COUNTY under the Consent Decree.

27. INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the PROGRAM MANAGER 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 PROGRAM MANAGER and other persons employed or utilized by the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER'S negligence, recklessness or intentionally wrongful conduct of the PROGRAM MANAGER or its employees or agents. The PROGRAM MANAGER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the PROGRAM MANAGER 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.

28. INSURANCE: The PROGRAM MANAGER, including Subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY'S Risk Management Division of the Internal Services Department. The PROGRAM MANAGER 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 one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of one million dollars (\$1,000,000.00) 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 one million dollars (\$1,000,000.00) 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 PROGRAM MANAGER as required by Chapter 440, Florida Statutes.

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 "A" as to management and no less than "Class VII" 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 PROGRAM MANAGER shall furnish certificates of insurance to WASD's Chief, Intergovernmental Affairs Section, 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 PROGRAM MANAGER has obtained

insurance in the type, amount, and classification as required for strict compliance with this Section 28.

Compliance with the foregoing requirements shall not relieve the PROGRAM MANAGER 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.

29. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER'S obligations hereunder. The PROGRAM MANAGER 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 PROGRAM MANAGER'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. R-738-92;
- 5) Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;
- 6) Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
- 7) 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 PROGRAM MANAGER shall execute the attached Affirmation of Vendor Affidavits, attached hereto as Attachment "I":

- 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 of the County Code, and 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 Section 2-11(b)(1)-(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 VIII, 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; Attachment "J".
- 12) False Claims, Ordinance No. 99-152; and
- 13) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code; Attachment "K".

30. 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), 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.

31. SUSTAINABLE BUILDING PROGRAM: The primary mechanism for determining compliance with the Sustainable Building 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.

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

33. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the PROGRAM MANAGER must have an Affirmative Action Plan filed and approved by the COUNTY'S Internal Services Department. The Plan is hereby incorporated as a contractual obligation of the PROGRAM MANAGER to the COUNTY.

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

The PROGRAM MANAGER 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 PROGRAM MANAGER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

35. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY 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 PROGRAM MANAGER under this Agreement will be assessed one-quarter of one percent (0.25%) 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 PROGRAM MANAGER shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders/amendments 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 PROGRAM MANAGER, 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 PROGRAM MANAGER 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 PROGRAM MANAGER'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 PROGRAM MANAGER 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 PROGRAM MANAGER shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- B. The PROGRAM MANAGER 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 PROGRAM MANAGER, its officers, agents, employees, subcontractors and suppliers. The PROGRAM MANAGER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the PROGRAM MANAGER 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 PROGRAM MANAGER or third parties.

Exception: The above application of one-quarter of one percent (0.25%) 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 (BCC); (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 BCC may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) 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 BCC contracts including, but not limited to, those contracts specifically exempted above.

36. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The PROGRAM MANAGER is hereby directed to the requirements of Administrative Order 3-20 and Resolution No. 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 PROGRAM MANAGER 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 cost, 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 PROGRAM MANAGER, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to the PROGRAM MANAGER from an IPSIG, the PROGRAM MANAGER 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 PROGRAM MANAGER'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.

37. **PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY.** The PROGRAM MANAGER shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

38. **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 PROGRAM MANAGER 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.

39. **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 Sections 2-11.1 (s) and (t) and all other relevant provisions under County and state law.

40. **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.

41. 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.
42. HEADINGS: The table of contents and any headings preceding the text of the Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.
43. BINDING EFFECT: This Agreement shall inure to the benefit of and shall be binding upon the PROGRAM MANAGER and the COUNTY and their respective successors, assigns and legal representatives.
44. NO THIRD-PARTY RIGHTS: This Agreement is exclusively for the benefit of the COUNTY and PROGRAM MANAGER and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.
45. NON-EXCLUSIVITY: Notwithstanding any provision of this Agreement, this Agreement is nonexclusive, and the COUNTY is not precluded from retaining or utilizing any other PROGRAM MANAGER or Consultant to perform like services for WASD. The PROGRAM MANAGER shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other PROGRAM MANAGER or Consultant to perform any such like services.
46. 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.
47. 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.
48. SECURITY RESTRICTIONS: Access to certain COUNTY property is restricted. The PROGRAM MANAGER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the PROGRAM MANAGER needs access to such COUNTY property, the PROGRAM MANAGER 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 PROGRAM MANAGER 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 PROGRAM MANAGER to ensure that the Subconsultants comply with security ordinance and all restrictions.

In accordance with Section 119.071(3)(b), Florida Statutes, 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 Section 119.07, Florida Statutes, and Section 24(a), Article I of the Florida 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 property 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.

49. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the PROGRAM MANAGER 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 PROGRAM MANAGER and/or Subconsultants, or failure to comply with the Administrative Order 3-39, may result in the imposition of one or more of the sanctions listed therein. 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.
50. SEVERABILITY: If any clause, provision, subsection or Section of this Agreement is ruled invalid by any court of competent jurisdiction, the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.
51. DRAFTING RESPONSIBILITY: Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement, as a whole, or any portion hereof, based on drafting responsibility.
52. 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 PROGRAM MANAGER certifies that the PROGRAM MANAGER 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, Florida Statutes. The COUNTY shall have the right to terminate this Agreement for default if the PROGRAM MANAGER 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.

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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: _____
Carlos A. Gimenez
County Mayor

ATTEST:

Nova Consulting, Inc. (Corporate Seal)

By: Maria J. Molina
Signature

By: Maria J. Molina
Signature

MARIA J. MOLINA, Secretary
Print Name

MARIA J. MOLINA, President
Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER 2013, by MARIA J. MOLINA, as President, and _____, as Secretary, of NOVA CONSULTING, LLC, a _____, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Kirenia F. Borbolla
Notary Public
KIRENIA F. BORBOLLA
Print Name



FF 011726
KIRENIA F. BORBOLLA Serial Number
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF011726
Expires 4/24/2017

Approved for Legal Sufficiency:

Sandra Egualter Davis 11/22/13
Assistant County Attorney

ATTACHMENTS

Attachment A	Proposal for Engineering Services and Labor Expenses
Attachment B	First Task Service Order
Attachment C	Labor Rates/Table of Organization
Attachment D	Conflict of Interest Affidavit
Attachment E	Public Works and Waste Management
Attachment F	Truth-In-Negotiation Certificate
Attachment G	Monthly Utilization Report
Attachment H	ISD Form #10 Subcontractor Payment Report
Attachment I	Affirmation of Vendor Affidavits
Attachment J	ISD Form #7 Subcontracting/Supplier Listing
Attachment K	ISD Form #9 Fair Subcontracting Practices

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 2.5		Task 3		Total Labor (Sum 3-6)	Raw Coats (7 X 2)	Multiplied Coats (7 X 8)
				Hrs	\$	Hrs	\$													
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
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		\$0.48528/mile (for use of personal vehicle)	
Subtotal Direct Expense			\$ -
Total Labor and Direct Expenses = \$			\$ -
IG of 25% (if applicable) = \$			\$ -
Labor, Direct Expense and I.G. \$			\$ -

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

Summary of Reimbursable Expenses

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

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

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

ATTACHMENT B

Program and Construction Management for the Implementation of a Pump Station Improvement Program (PSIP)

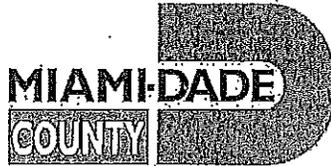
ISD Project No. E13-WASD-02R

First Task Service Order

(Fourth Revision)

FINAL

Prepared for:



Miami-Dade Water and Sewer Department

3071 SW 38th Avenue

Miami, Florida 33133

Prepared by:

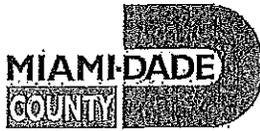


Nova Consulting, Inc

10486 NW 31st Terrace

Miami, Florida 33172

November 8th, 2013



INTRODUCTION

The Miami-Dade Water and Sewer Department (MDWASD) has established a Pump Station Improvement Program (PSIP) for upgrading the Wastewater Collection and Transmission System (WCTS) that includes pump stations and force mains pursuant to which each pump station has to be certified as capable of meeting a nominal average pump operating time (NAPOT) of less than or equal to 10 hours per day. Pump stations exceeding the NAPOT criteria must have a Remedial Action Plan (RAP) and no certificate of occupancies can be issued for connections to the WCTS upstream of that pump station until the RAP is completed. MDWASD has provided a list of 109 sewage pump stations that do not comply with the NAPOT criteria and/or are in need to be upgraded. Please refer to "Pump Stations Out-of-Compliance - PSIP" list, included in "Attachment B".

In order for implementation of the PSIP and ensure compliance with the newly negotiated Consent Decree (CD), MDWASD solicited proposals from qualified Proponents to provide a full range of Program and Construction Management services to facilitate the necessary construction and repairs. Nova Consulting Inc (NOVA) was determined to be the most responsive, responsible, and qualified Proponent.

At the request of MDWASD, NOVA (the **Consultant**) prepared a detailed Scope of Work (SOW), Schedule, and Cost Estimate to address the First Task Service Order. Upon MDWASD's approval of this First Task Service Order, the **Consultant** will commence work upon receipt of Notice to Proceed.

DESCRIPTION OF SERVICES

The **Consultant** will generally work as an extension of MDWASD's staff to assist in the coordination of planning, scheduling, design, inspection and construction management services to meet the needs of MDWASD and envisioned goals of the County. Although the scope for consulting services varies from task to task, the key elements of program responsibilities remain the same, and will generally be described under this section.

As requested, services to be provided under the First Task Order Service include, but are not limited to, engineering evaluation, scheduling, pump station prioritization and limited site visits. The goal of this First Task Service Order is to obtain, review and evaluate the existing RAPs, prepare a list of prioritized projects together with a detailed Primavera Schedule for each project and a Final Master Schedule.

The First Task for Project No. E13-WASD-02R: "Program and Construction Management Services for the Implementation of a Pump Station Improvement Program" will be divided into three (3) sub-tasks as shown in the following table and described in subsequent sections of this Scope of Work:



Subtask	Description
1.0	Kick-off Meeting, Progress Meetings and Monthly Status Reports
2.0	Engineering Services
3.0	Program Management Setup

1.0 KICK-OFF MEETING/PROGRESS MEETINGS/MONTHLY STATUS REPORTS

A kick-off meeting with MDWASD staff including PSCS Section, Sewer Collection and Pump Station Divisions will be held to review the First Task Service Order, consisting of RAP Validation, Project Prioritization and Schedule. In addition, this meeting will be an opportunity to discuss task requirements, schedule, and specific roles and responsibilities for the staff assigned to this First Task Service Order.

A Monthly Status Report will be prepared each month and issued to MDWASD with the monthly invoice. The Monthly Status Report will provide the following information:

1. Overall status of the task
2. Work performed during the course of the month
3. Estimated completion of task and major subtasks
4. Current challenges/Issues
5. Monthly Invoice

Monthly Progress Meetings between the **Consultant** and MDWASD will be held to discuss the program progress.

Deliverables: Meeting Agendas, Meeting Summaries, Monthly Status Report, Monthly Meeting and Weekly Informal Meetings.

2.0 ENGINEERING SERVICES

The **Consultant** will work with MDWASD, and under the Department's supervision, to review 109 existing Remedial Action Plans (RAPs) that are currently part of the Pump Station Improvement Program (PSIP). Each RAP will be evaluated based on current operational conditions as defined by MDWASD SCADA database information and physical conditions of the pump stations, as well as the Collection and Transmission System (Based on site visits and Data/Reports already available in MDWASD's pertinent Databases). This will result in a validation and/or adjustment of the existing RAPs, or its modification as warranted by the results of the engineering evaluation. The evaluation will require analysis of MDWASD's current operational data as well as site visits to each of the pump stations currently in the program. A Final Evaluation Report shall be provided containing all updated RAPs.



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

In order to accomplish the objectives proposed in this task, the **Consultant** has planned a series of engineering activities to be performed under this First Task Service Order.

2.1 Data Collection

A part of this subtask, the current status and operational conditions of each pump station (109) that are in moratorium will be determined. This determination will be based on the evaluation of available data for each pump station to be provided by MDWASD. To facilitate the data collection process, it is assumed that MDWASD will assign at least one staff member to serve as liaison for this subtask.

The general methodology for this task will involve the following steps:

Data Gathering: The **Consultant** will request MDWASD to provide access to the pertinent databases so the information listed below can be extracted and compiled by the **Consultant**.

It is anticipated that the following information will be included in the MDWASD's Databases:

- MDWASD previously surveyed elevation information for each Pump Station site.
- Pump Station's As-builts and/or such detailed Pump Station information.
- Daily Rainfall Information in the last 5 years provided by MDWASD and SFWMD.
- SCADA information for the last 5 years in Excel format (Pressures/Runtimes/Power/ Wet Well Levels/Pump on-off Times/Flows/etc). An estimated total of six (6) hydrographs per Pump Station are required covering about 5 days surrounding historic rainfall data or dry period. MDWASD shall provide direct and open access to the **Consultant** to MDWASD's Live SCADA Information.
- Sanitary Sewer Evaluation Survey (SSES) information performed in the last three (3) years for the selected 109 Pump Stations.
- Gravity Sewer System repair information and SSES information gathered in the last five (5) years for the selected 109 Pump Stations.
- Average day runtimes (ETs) for each month for the last 18 months for each pump in the selected 109 Pump Stations.
- Current RAPs for the selected 109 Pump Stations.
- Current wet well dimensions for the selected 109 Pump Stations (from as-builts or direct measurements).
- Force main installation information for the past five (5) years.
- Existing pump curves for the selected 109 pump stations.
- Model Information: Not currently available, but will be provided to **Consultant** as needed to complete the Preliminary Engineering Report for the 109 Pump Stations. This will not be part of the First Task.

Please note that the above list may not be all inclusive, as additional items may be required

Deliverable: Compiled information as listed above.



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Data Review: MDWASD's Program Manager will coordinate the data collection efforts with the **Consultant** to ensure timely access to the information. For the purposes of this scope, it is assumed that all the information will be provided in digital format. The **Consultant** will provide cursory review of the information obtained; and, if necessary, submit additional/supplemental requests to MDWASD, to obtain access to additional information and/or clarifications that may be required.

Deliverable: Supplemental/Additional information access for clarification of information received from MDWASD.

2.2 Field Visits

For the selected 109 Pump Stations included in the Scope of Work (See Attachment B), the **Consultant** will perform field data collection under MDWASD's supervision. The purpose of these field activities is to conduct a verification of the data obtained from MDWASD, as well as to obtain a clear picture of the existing conditions and issues in connection with each pump station and their corresponding basins.

The **Consultant** will visit each Pump Station and based on field conditions, reports will be prepared. A Field Visit Form will be developed for the site visits for MDWASD's review and approval.

Deliverables: Field Visit Reports for selected 109 Pump Stations.

2.3 Review, Analysis and Recommendations

Data Review: After data collection, the **Consultant** will conduct a comparative analysis of the information provided by MDWASD with the data obtained through field visits. Additional investigations may be required in case discrepancies are identified.

Hydraulic Analysis, The **Consultant** will perform a hydraulic analyses and will check performance of each Pump Station based on MDWASD supplied SCADA data and other information. As part of this subtask, the **Consultant** will estimate the current pump station capacity, compare it with MDWASD's criteria; and, if needed, will provide recommendations for improvements or additional supporting information.

Deliverables: Hydraulic Recommendations to be included in RAP.

Electrical Requirements: The **Consultant** will review existing equipment and provide recommendations in connection with switch gear, electrical panel, emergency generator, electrical service, pump motors, connection box, power meters, raceways, conductors, and ground system.

Deliverables: Electrical recommendations to be included in RAP.

Structural Requirements: Visual inspection of the wet wells will be performed during the field visits with the assistance of MDWASD's personnel for site access. RAP Recommendations will include visible structural repairs and/or improvements, if necessary. Physical entry into wet well will not be performed.



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Deliverables: Structural recommendations to be included in RAP.

Hydrographs Analysis: MDWASD has identified 48 Pump Stations in the PSIP List of 109 Pump Stations that might need Infiltration/Inflow (I/I) work. However, in order to confirm these RAPs, the **Consultant** will analyze each of the 109 pump station's hydrographs (approximately 6 per Pump Station) and will provide a final list of Pump Stations (in coordination with MDWASD staff) with recommended I/I repairs and/or Sanitary Sewer Evaluation Survey (SSES).

Deliverables: List of Pump Stations with SSES or I/I work required.

Review of Existing Sanitary Sewer Evaluation Survey (SSES) Data: In concurrence with good sewer management practices, MDWASD requires to perform Sanitary Sewer Evaluation Survey (SSES) as part of this Program, as needed. These studies typically include smoke testing, dye testing, manhole inspections, sanitary sewer video recording and review to identify all existing defects within the gravity sewer system and pump stations which show I/I or Rain Dependent Infiltration/Inflow (RDII) issues. The **consultant** will review existing data already completed by MDWASD for these 109 pump station basins and use it in the analysis.

Deliverables: Review of SSES Reports and I/I repairs

Wet Well Operating Span Verification (Desktop Only): The wet well span verification will entail an engineering evaluation of the SCADA Data collected to establish the Pump Station operating span, and determine if there are anomalies in the SCADA data being collected. The following services are included in this subtask:

1. Data Collection: Coordination with MDWASD to receive raw hourly data from MDWASD's SCADA System consisting of wet well levels and pressures at every pump station during the last 18 months.
2. Development of Wet Well Level and Pressure Charts: Generation of plots depicting time versus wet well level and pressure data readings for each pump station.
3. Identification of Anomalies, and Minimum/Maximum thresholds from SCADA Data: Review of charts to identify anomalous data and identify the maximum and minimum thresholds for each variable at each pump station to determine the operating span.

Deliverables: List of the selected 109 Pump Station estimated wet well operating spans.

Review of Remedial Action Plans: The **Consultant** will review, modify, or create a Remedial Action Plan (RAP) to bring into compliance each pump station in moratorium stations (listed in "Attachment B"). These RAPs will summarize the work to be performed in each pump station and/or corresponding basin. The **Consultant** will utilize a proven protocol which follows:

1. Operation and Maintenance (O&M) Issues
2. Infiltration/Inflow
3. Force Main Options
4. Existing Pump Station Rehabilitation or Upgrading
5. New Pump Station

Deliverable: Final List of Remedial Action Plans



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Project Prioritization: The **Consultant**, in collaboration with MDWASD, will rank the projects based on a priority list, which include development deadlines, that will be provided by the Department as well as the compliance deadlines that have been submitted to the US Environmental Protection Agency (USEPA) for the completion of the RAPs. As a result of this task, the **Consultant** will submit a list of prioritized projects to MDWASD for their approval. Such list, once approved by MDWASD, will be followed by and incorporated into the Program's Master Schedule.

Deliverable: List of Prioritized Projects

2.4 Schedule

Based on the agreed upon prioritization, the **Consultant** will create a schedule of implementation for each RAP in Primavera (8.3 version) containing, at a minimum, the following project phases:

- Pre-design
- Design
- Permitting
- Procurement
- Construction
- Certification

For those pump stations requiring I/I work, the schedule will also contain the Evaluation and Remediation (SSES) work phases as needed. A Final Master Schedule for the Program will be created under this subtask for MDWASD's review and approval. The final approved Master Schedule shall be made available to the Department by means of a report as well as in electronic Primavera format.

Deliverables: Schedule of Implementation for each RAP, Final Approved Master Schedule.

3.0 PROGRAM MANAGEMENT SETUP

Program Management Services listed below will be developed by the **Consultant** to create the Program Infrastructure Setup that will help to accomplish Program Management tasks.

3.1 Database/Integrated Program Control Management System (IPCMS)

The **Consultant** will log all data/information received in the web-based interactive Integrated Program Control Management System (IPCMS), database developed exclusively to facilitate and handle data collection, storage, access and review. The **Consultant** will utilize modern technology, acceptable to MDWASD to create a convenient portal where any and all matters pertaining to the PSIP Program can be stored, tracked, viewed or referenced.

This IPMCS tool is envisioned as a high level reporting tool that will be tailored for friendly consultation by MDWASD of the status of the PSIP Program. The **Consultant** will transfer and consolidate the data/information so that it can be easily accessed by MDWASD and the Consultant's staff members as they use the information to analyze and review the Pump Stations included in the Scope of Work (109).



The **Consultant** shall upload and store data collected and every deliverable listed in this Scope of Work into the IPCMS for MDWASD consultation as needed.

Typically, Data Management Services will include the following:

1. Use of the IPCMS to track data requested and received
2. Use of the IPCMS to consolidate/summarize the data

Deliverable: Access to the IPCMS to store and track all matter pertaining to the PSIP Program.

3.2 Program Cost Control

The **Consultant** will conform with the Department the Program Cost Control processes, procedures, and protocols. In addition, the **Consultant** will work with the IPCMS Supervisor to ensure that Program Cost Control requirements are included as part of the IPCMS System.

The **Consultant** shall developed a Preliminary Cost Estimating Standards establishing the setup of Program Cost Control processes, procedures, and protocols, under MDWASD supervision, to facilitate tasks to be performed under the entire Program. Cost control documents (fees and cost estimates) will be stored in the database (IPCMS) for the Consultant's and/or MDWASD's consultation as needed.

Deliverable: Preliminary Cost Estimating Standards, Cost Estimates Database and Budget Database.

3.3 Document Control

The **Consultant** will develop and implement a document control system compatible with PCTS. Consultant's services will include the set-up, maintenance, and operation of a centralized document control process. Project documentation will be used to support administrative review, historical reference, audit and possible legal actions. The Document Control system will facilitate the storage and timely retrieval of this documentation. The **Consultant** is responsible for identifying, categorizing and organizing all documents.

Deliverable: Document Control Index and Document Control Log.

3.4 Program Management Plan

The **Consultant** will prepare and update a Program Management Plan (PMP) that provides the following information:

1. Program description, objectives and design considerations
2. Program protocols, guidelines, processes and procedures (Planning, Design, Construction and I/I)
3. Program Schedule and Budget
4. Consultant staffing plan
5. Templates for Project Work Orders/Scopes of Work
6. Document Control Plan and PCTS
7. Data Collection and Management Plan



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

The **Consultant** will include a Construction Management Procedures Manual (CMPM) under the PMP. Efforts performed in support of the tasks included in this Scope of Work in producing the required deliverables will be thoroughly documented by the **Consultant**. Any formal correspondences that the **Consultant** receives or initiates relative to the Program (particularly correspondences with other governmental agencies and stakeholders) shall be copied and provided to MDWASD within one (1) week of receipt or initiation. The **Consultant** shall maintain a detailed transmittal log of information received and provided relative to the Projects. Documentation and work products produced in support of the Program, including but not limited to the deliverables defined under each executed Task Order, shall be made available to the MDWASD by the **Consultant** upon request. The **Consultant** shall retain a copy of all documentation and information relating to the Program until the Projects become operational, warranty period expires, and Consent Decree Requirements are met.

The **Consultant** will file each electronic deliverable and each Task Order into PCTS in accordance with the MDWASD-approved program/project file structure. Deliverables will include an electronic copy of the **Consultant's** transmittal letter, reports, appendices, graphics, text files specifications and drawings. MDWASD shall be notified by the **Consultant** via electronic mail on the day of submittal the name, location and files that are submitted to PCTS. A log of deliverables filed in PCTS shall be included in the Monthly Status Report. The **Consultant** will provide Document Control Protocols as part of the PMP, describing how these requirements will be achieved.

A review protocol will also be established to provide a detailed technical review of the 109 pump stations. An update on Technical Review activities shall be reported in the Monthly Status Reports. Work performed by the **Consultant** on the tasks of this First Task Service Order and the Task Orders listed above will be in accordance with agreed processes and procedures. The MDWASD's Standards and Protocols will be incorporated into the PMP. Requests for deviations from the MDWASD's Design Standards will be reported in the Monthly Status Report.

Engineering submittals, including memoranda, reports and studies, shall undergo quality management reviews in accordance with the **Consultant's** documented processes. Where any components of a particular submittal are not complete, an explanation and schedule for submitting the missing components shall be provided.

The **Consultant** will perform the role of Steward for documents obtained or created relative to the Program. A Document Control Plan shall be included in the PMP. Once the MDWASD approves the PMP, the **Consultant** shall execute the Document Control Plan for this Work Order and other executed Task Orders in support of the Program.

This Document Control Support includes data collection with MDWASD's support, data management through MDWASD's PCTS and program specific databases, and providing maps and handouts for meetings and workshops as required by the tasks performed within specific Task Orders. It also includes managing and documenting the appropriate survey, design, geotechnical, and modeling data either obtained or created by the **Consultant** during the execution of Task Orders.

The **Consultant** shall meet with the MDWASD's Program Manager to obtain any additional requirements and mapping details such as disclaimers to be placed on drawings or maps, style for drawing or map legends, method for tracking versions of drawings or maps, etc.



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Deliverables: Draft Program Management Plan, Final Program Management Plan, Draft Construction Management Procedures Manual and Final Construction Management Procedures Manual.

SCHEDULE

The overall project schedule for the First Task Service Order is four (4) months from NTP. See detailed schedule in "Attachment C".

INVOICING

Invoicing will be as per Contract "Section 12 – Methods of Payment". Task deliverables will be as detailed in the proposed Scope of Work and as approved by MDWASD.

COMPENSATION

The services described herein will be performed on a lump sum fee basis as per Contract "Section 11 – Compensation for Services" in the amount of \$1,421,699.49 (See Attachment D). ODCs for this contract include mileage, limited reproduction & reimbursable.

ASSUMPTIONS

This scope of work and deliverables are based on the following assumptions:

- All requested information will be made available by MDWASD.
- MDWASD personnel will be made available to assist with the Pump Stations site visits and on-site valve operations, pressure gage readings, or electrical box openings.
- MDWASD personnel will be made available for required meetings.
- MDWASD shall provide to the **Consultant** to MDWASD's Live SCADA Information.
- Remedial Action Plans evaluations will be based on field visits, SCADA information, and data/reports obtained through MDWASD's pertinent sources.
- The **Consultant** will not prepare Preliminary or Final Engineering Reports under the First Task Service Order.
- No surveying services to be provided under the First Task Service Order.
- Field visits will consist of visual inspections and observations to be taken at each pump station. No pump down test, wet well measurements, wet well operating span, or flow tests will be performed as part of the First Task Service Order unless approved by MDWASD.
- Activities associated with Regulatory Agency Coordination, Permitting, Municipality Coordination, Public Outreach and Coordination with Developers are not included in the First Task Service Order.
- The Scope of Work does not include hydraulic modeling services. Modeling information will be provided by MDWASD when available.
- Cost Estimating for RAPs is not included in the First Task Service Order.



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

- MDWASD will provide flow information to be used in evaluating the existing submitted 109 RAPs. The **Consultant** will review this information and discuss with MDWASD any changes that are considered necessary.
- Pump Curves, wet well dimensions and spans data provided by MDWASD for all Pumps in the 109 Pump Stations are the best available data.
- SCADA Pressure and Hydrographs provided via MDWASD are the best available data for the 109 Pump Stations on the List.
- Historical I/I, SSES, night flow, and gravity system repairs lists, and Pump Stations Repairs and O&M lists are relatively complete and constitute the best available data for the 109 Pump Stations and Pump Station Basins.
- MDWASD will verify and provide confirmation to the **Consultant** that downstream valves leaving each Pump Station to next downstream force main or gravity discharge location are fully open and operational as requested by the **Consultant**.
- In consideration of this Task Authorization, unrestricted access to data and information sources will be made available to the **Consultant**. The **Consultant** shall comply fully with all security procedures, and shall not divulge to third parties any confidential Data Information obtained from Miami-Dade Water and Sewer Department in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the Miami-Dade Water and Sewer Department. The **Consultant** shall not be required to keep confidential information or material that is publicly available through no fault of the **Consultant**, material that the **Consultant** developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record.



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

"Attachment B"

List of Pump Stations (Current Remedial Action Plans)



Nova Consulting

PS Out of Compliance - PSIP

PS	I/I	R/AP Description	Construction Cost Estimate
0067	Y	Larger impellers and motors / Electrical upgrade	\$600,000
		Complete 47 I/I repairs for 138 gpm	\$300,000
0173	Y	Flow isolation and I/I repairs as needed	\$250,000
		Larger pumps / new valve vault / Electrical upgrade	\$800,000
0196	Y	Flow isolation and I/I repairs as needed	\$150,000
		Larger pumps / New valve vault / Electrical upgrade	\$800,000
0158	Y	Flow isolation and I/I repairs as needed	\$150,000
		Larger pumps and motors / Electrical upgrade	\$800,000
0124	Y	Flow isolation and I/I repairs as needed	\$250,000
		Larger pumps / New valve vault / Electrical upgrade	\$800,000
1311	-	Maintenance activities	\$80,000
0148	-	Under Construction	
0069	-	Larger pumps and motors / Electrical upgrade	\$1,000,000
0394	-	New gravity lines & FM to relocate PS	\$300,000
		New submersible station	\$1,200,000
0102	Y	Flow isolation and I/I repairs as needed	\$185,000
		Refurbish WW / Replace Internal Piping	\$185,000
0149	Y	I/I repairs in private property	\$0
		Larger pumps and motors / Electrical upgrade	\$800,000
0560	-	Larger pumps and motors / Electrical upgrade	\$780,000
1068	-	New submersible pumps / New valve vault / Electrical upgrade	\$1,000,000
1306	-	New submersible pumps / New valve vault / Electrical upgrade	\$800,000
0897	-	Complete 32 I/I repairs for 132 gpm	\$80,000
		New submersible PS/ Electrical upgrade	\$1,000,000
		1,100 L.F. of new 10" FM	\$450,000
0076	Y	Replace existing pumps and internal piping	\$850,000
		Comple 117 I/I repairs for 432 gpm	\$300,000
0819	-	New submersible PS/ Electrical upgrade and Generator	\$1,450,000
		New submersible PS/ Electrical upgrade	\$1,350,000

PS	I/I	RAP Description	Construction Cost Estimate
0604	Y	3,000 L.F. of new 8" FM	\$1,150,000
		Flow isolation and I/I repairs as needed	\$25,000
0439	-	Larger pumps/ Electrical upgrade	\$950,000
0614	-	Larger submersible pumps/ Electrical upgrade	\$850,000
0142	Y	Flow isolation and I/I repairs as needed	\$150,000
		Larger submersible pumps / Electrical upgrade	\$850,000
0435	-	Larger pumps/ Electrical upgrade	\$950,000
1065	-	New submersible PS / Electrical upgrade	\$1,000,000
0645	Y	Flow isolation and I/I repairs as needed	\$150,000
		Larger submersible pumps/ Electrical upgrade	\$650,000
0815	Y	Flow isolation and I/I repairs as needed	\$250,000
		New submersible PS / Electrical upgrade	\$1,200,000
0113	Y	New submersible PS/ Electrical upgrade	\$1,350,000
		Flow isolation and I/I repairs as needed	\$350,000
0144	Y	Complete 119 I/I repairs for 459 gpm	\$80,000
0330	Y	Flow isolation and I/I repairs as needed	\$175,000
0609	Y	Replace 2,700 L.F. of 6" FM with 10" FM	\$1,200,000
		Flow isolation and I/I repairs as needed	\$220,000
0440	-	Larger pumps/ Electrical upgrade	\$550,000
0081	-	New submersible PS / Electrical upgrade	\$800,000
		New 1,500 L.F. of 8" FM to reroute from gravity	\$500,000
0672	-	New submersible PS / Electrical upgrade	\$1,200,000
0675	-	New submersible PS / Electrical upgrade	\$1,200,000
0057	Y	Flow isolation and I/I repairs as needed	\$600,000
0077	Y	New higher capacity submersible station	\$1,000,000
		Flow isolation and I/I repairs as needed	\$600,000
0503	Y	Flow isolation and I/I repairs as needed	\$300,000
0494	Y	Complete 8 repairs for 37 gpm	\$50,000
		Larger pumps/ Electrical upgrade	\$350,000
0648	Y	Flow isolation and I/I repairs as needed	\$400,000
		Larger impellers and motors / Electrical upgrade	\$600,000

PS	I/I	RAP Description	Construction Cost Estimate
1201	Y	New submersible pumps / New valve vault / Electrical upgrade	\$800,000
0773	Y	Flow isolation and I/I repairs as needed	\$120,000
		Convert to submersible with existing wet well	\$800,000
1004	Y	Complete 28 repairs for 163 gpm	\$250,000
0853	Y	Complete 98 I/I repairs for 311 gpm	\$120,000
		Larger pumps/ Electrical upgrade	\$650,000
0114	Y	Flow isolation and I/I repairs as needed	\$250,000
		Larger pumps and motors/ Electrical upgrade	\$850,000
0596	-	Larger pumps and motors/ Electrical upgrade	\$850,000
0194	-	Replace 1300 L.F. of 12" FM	\$740,000
0669	Y	Flow isolation and I/I repairs as needed	\$200,000
		New pumps, same as existing	\$300,000
0121	Y	Flow isolation and I/I repairs as needed	\$200,000
		Larger pumps and motors/ Electrical upgrade	\$850,000
0369	-	New submersible pumps same as existing	\$100,000
0046	Y	New higher capacity submersible PS / Electrical upgrade	\$850,000
		Complete 34 I/I repairs for 75 gpm	\$180,000
0449	-	New submersible PS/ Electrical upgrade	\$1,300,000
		Replace 450 L.F. of 6" FM with 8" FM	\$185,000
		PS 460, new submersible PS/ Electrical upgrade	\$960,000
		PS 460, new 1,700 L.F. of 8" FM	\$650,000
0495	-	Larger pumps/ Electrical upgrade	\$950,000
0638	-	New submersible PS/ Electrical upgrade	\$1,200,000
1002	-	Larger pumps /New valve vault/ Electrical upgrade	\$950,000
0386	Y	Flow isolation and I/I repairs as needed	\$150,000
		Larger pumps and motors/ Electrical upgrade	\$850,000
0860	Y	Larger submersible pumps/ Electrical upgrade	\$650,000
		Flow isolation and I/I repairs as needed	\$215,000
0105	-	New submersible PS/ Electrical upgrade	\$1,200,000
0109	Y	New submersible PS/ Electrical upgrade and Generator	\$1,500,000
		Flow isolation and I/I repairs as needed	\$140,000

PS	I/I	RAP/Description	Construction Cost Estimate
0026	Y	Complete 125 I/I repairs for 325gpm	\$300,000
0399	Y	Larger pumps / Electrical upgrade and Generator	\$1,240,000
		Complete I/I 20 repairs for 204 gpm	\$60,000
0871	Y	Flow isolation and I/I repairs as needed	\$80,000
		Larger submersible pumps/ Electrical upgrade	\$850,000
0336	-	Larger submersible pumps/ Electrical upgrade	\$850,000
0309	-	Larger pumps/ Electrical upgrade	\$600,000
0480	-	Larger submersible pumps/ Electrical upgrade	\$850,000
0502	-	New submersible PS	\$1,000,000
0331	Y	Complete I/I 31 repairs for 406 gpm	\$140,000
0161	-	Submersible pumps in dry well/ Electrical upgrade	\$850,000
0500	-	Submersible pumps in existing wet well/ Electrical	\$950,000
0431	-	Larger pumps, new internal piping/ Electrical upgrade	\$950,000
1026	-	New submersible PS/ Electrical upgrade	\$1,200,000
0021	-	Larger pumps and internal piping / New valve vault / Electrical upgrade	\$1,000,000
0147	Y	New submersible PS/ Electrical upgrade	\$1,350,000
		Flow isolation and I/I repairs as needed	\$90,000
0163	Y	Flow isolation and I/I repairs as needed	\$150,000
		Larger pumps and motors/Electrical upgrade	\$850,000
0167	-	Submersible pumps in dry well/ Electrical upgrade	\$850,000
0215	-	Larger pumps and motors/Electrical upgrade	\$850,000
0356	-	Replace 1,500 L.F. of 6" FM	\$540,000
0407	-	Larger pumps/ New valve vault/ Electrical upgrade	\$550,000
		PS 408, Generator	\$250,000
0408	-	Larger pumps/ Electrical upgrade	\$550,000
		PS 454, Generator	\$250,000
0442	-	New submersible PS/ Electrical upgrade	\$1,300,000
0456	-	Larger pumps/ Electrical upgrade	\$550,000
		PS 454, Generator	\$250,000
0473	-	New submersible PS/ Electrical upgrade	\$1,000,000
0487	-	Larger pumps	\$750,000

PS	I/I	RAP Description	Construction Cost Estimate
0506	-	Larger pumps and motors/Electrical upgrade	\$850,000
0527	Y	Flow isolation and I/I repairs as needed	\$100,000
0530	-	New submersible PS/ Electrical upgrade	\$1,200,000
0542	Y	Flow isolation and I/I repairs as needed	\$80,000
		Larger pumps and motors/Electrical upgrade	\$850,000
0592	Y	Flow isolation and I/I repairs as needed	\$80,000
		Installation of 2,650 LF of 24" FM (same as PS1021)	\$1,200,000
0613	-	1,800 LF of 8-inch FM (to divert the flow of PS 633)	\$720,000
		New submersible PS/ Electrical upgrade	\$1,400,000
0688	-	New submersible PS/ Electrical upgrade	\$1,400,000
0698	-	Larger pumps/Electrical upgrade	\$1,350,000
		500 L.F. of new 8" FM	\$185,000
0700	-	New submersible PS/ Electrical upgrade	\$1,200,000
0723	-	New submersible PS/ Electrical upgrade	\$1,200,000
0724	Y	Flow isolation and I/I repairs as needed	\$80,000
		Larger submersible pumps/Electrical upgrade	\$80,000
0742	Y	Flow isolation and I/I repairs as needed	\$130,000
		New submersible PS/ Electrical upgrade	\$1,200,000
0743	Y	Complete 18 repairs for 165 gpm	\$130,000
0785	Y	Flow isolation and I/I repairs as needed	\$120,000
		Larger submersible pumps/Electrical upgrade	\$80,000
0794	Y	Flow isolation and I/I repairs as needed	\$120,000
		Larger submersible pumps/Electrical upgrade	\$80,000
0836	-	Larger pumps/ New valve vault/ Electrical upgrade	\$750,000
0840	-	New submersible PS/ Electrical upgrade	\$1,200,000
0842	-	New submersible PS/ Electrical upgrade	\$950,000
0843	-	New submersible pumps and wetwell/Electrical upgrade	\$80,000
0870	-	Larger pumps/ New valve vault/ Electrical upgrade	\$750,000
0877	Y	Flow isolation and I/I repairs as needed	\$60,000
		Larger submersible pumps/Electrical upgrade	\$80,000
0898	Y	Flow isolation and I/I repairs as needed	\$130,000
		New submersible PS/ Electrical upgrade	\$1,200,000

PS	I/I	RAP Description	Construction Cost Estimate
1008	-	New submersible PS/ Electrical upgrade	\$1,200,000
1020	-	New submersible PS/ Electrical upgrade	\$1,400,000
1021	-	Installation of 2,650 LF of 24" FM (same as PS 592)	\$0
1022	-	New submersible PS/ Electrical upgrade	\$1,400,000
		Replace 2000 L.F. of 8" FM	\$790,000
1056	-	New submersible PS/ Electrical upgrade	\$1,200,000
1058	-	New submersible PS/ Electrical upgrade	\$1,000,000
1067	-	Larger pumps/ New valve vault/ Electrical upgrade	\$750,000
		600 L.F. of new 8" FM	\$240,000
109	48		\$103,485,000



ATTACHMENT C

Miami Dade Water and Sewer Department
 Program and Construction Management Services for the
 Implementation of a Pump Station Improvement Program
 ISD Project No. E13-WASD-02R

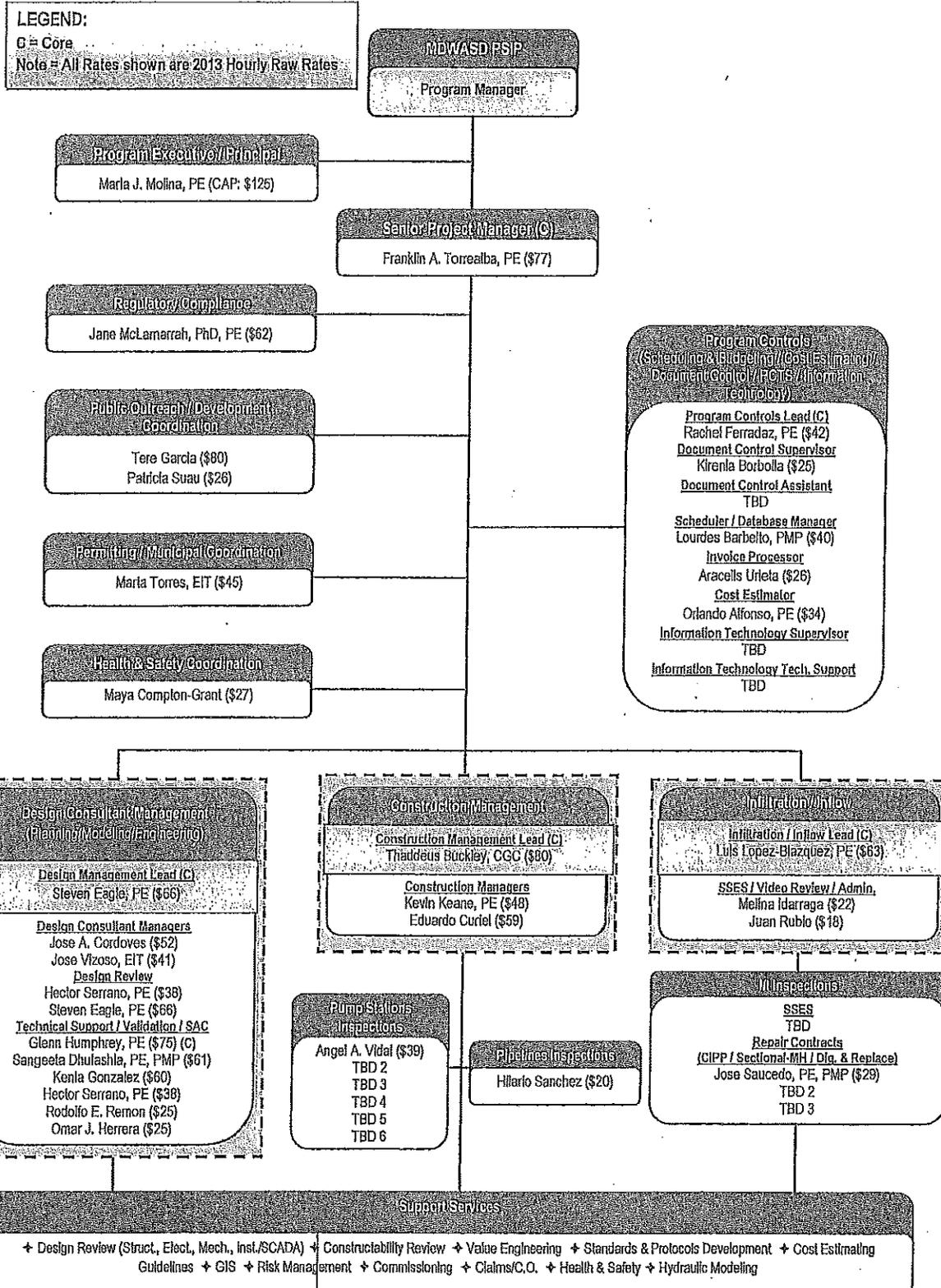
APPENDIX C

Proposed Personnel along with their 2013 Hourly Raw Rate and Role / Position / Title

NAME	2013 Hourly Raw Rate	ROLE / POSITION / TITLE	CATEGORY TITLE
Maja J. Molina, PE	\$125.00 (CAP)	Executive Director / Principal	Senior Project Manager / Expert Engineer / Scientist
Franklin A. Torrealba, PE	\$77.00	Senior Project Manager	Senior Project Manager / Expert Engineer / Scientist
Glenn R. Humphrey, PE	\$76.00	SAC Review Lead	Senior Project Manager / Expert Engineer / Scientist
Rachel Ferradaz, PE	\$41.64	Program Controls Lead	Project Manager and Registered Technical Staff
Krenia Borbolla	\$25.00	Document Control Supervisor	Administrative
TBD	TBD	Document Control Assistant 1	Administrative
Lourdes Barbello, PMP	\$39.42	Scheduler / Database Manager	Non-Registered Technical Staff
Orlando Alfonso, PE	\$33.65	Cost Estimator	Project Manager and Registered Technical Staff
TBD	TBD	Information Technology Supervisor	Non-Registered Technical Staff
TBD	TBD	Information Technology Tech. Support	Non-Registered Technical Staff
Aracelis Uribe	\$26.00	Invoice Processor	Administrative
Tere Garcia	\$80.00	Public Outreach / Development Coordinator	Senior Project Manager / Expert Engineer / Scientist
Patricia Suet	\$25.50	Public Outreach / Development Assistant	Non-Registered Technical Staff
Steven Eagle, PE	\$65.38	Design Management Lead / Design Reviews / Validation / SAC	Senior Project Manager / Expert Engineer / Scientist
Jose A. Cordoves	\$51.92	Design Consultant Project Manager 1	Project Manager and Registered Technical Staff
Jose Vizoso, EIT	\$41.00	Design Consultant Project Manager 2	Project Manager and Registered Technical Staff
TBD	TBD	Design Review	Senior Project Manager / Expert Engineer / Scientist
Jane McLamarrah, PhD, PE	\$61.98	Regulatory Compliance Coordinator	Senior Project Manager / Expert Engineer / Scientist
Maya Compton-Grant	\$26.50	Health & Safety Coordinator	Non-Registered Technical Staff
Marta Torres, EIT	\$44.75	Permitting / Municipality Coordinator	Project Manager and Registered Technical Staff
Thaddeus Buckley, CGC	\$80.00	Construction Management Lead	Senior Project Manager / Expert Engineer / Scientist
Kevin Keane, PE	\$48.00	Construction Project Manager 1	Project Manager and Registered Technical Staff
Eduardo Curjel	\$58.20	Construction Project Manager 2	Project Manager and Registered Technical Staff
Angel Vidal	\$38.94	Construction Inspector 1 (Pump Stations)	Non-Registered Technical Staff
TBD	TBD	Construction Inspector 2 (Pump Stations)	Non-Registered Technical Staff
TBD	TBD	Construction Inspector 3 (Pump Stations)	Non-Registered Technical Staff
TBD	TBD	Construction Inspector 4 (Pump Stations)	Non-Registered Technical Staff
TBD	TBD	Construction Inspector 5 (Pump Stations)	Non-Registered Technical Staff
TBD	TBD	Construction Inspector 6 (Pump Stations)	Non-Registered Technical Staff
Hilario Sanchez	\$19.71	Construction Inspector 1 (Pipelines)	Non-Registered Technical Staff
Luis Lopez-Blazquez, PE	\$63.00	Infiltration/Inflow Management Lead	Senior Project Manager / Expert Engineer / Scientist
TBD	TBD	II Project Inspector 1 (SSES)	Non-Registered Technical Staff
Melina Idarraga	\$21.63	II SSES Eng. Tech / Adm. 1 (Video Review)	Non-Registered Technical Staff
Juan Rubio	\$18.00	II SSES Eng. Tech / Adm. 2 (Video Review)	Non-Registered Technical Staff
TBD	TBD	II Inspector 1 (Repairs - CIPP)	Non-Registered Technical Staff
TBD	TBD	II Inspector 2 (Repairs - Sectional/MH)	Non-Registered Technical Staff
Jose Saucado, PE	\$28.85	II Inspector 3 (Repairs - Dig & Replace)	Non-Registered Technical Staff
Rodolfo R. Remon	\$24.14	Engineer - Technical Support / Validation / SAC	Non-Registered Technical Staff
Omar J. Herrera	\$24.04	Engineer - Technical Support / Validation / SAC	Non-Registered Technical Staff
Kenia Gonzalez	\$60.00	Senior Engineer 1 - SAC Technical Support	Project Manager and Registered Technical Staff
Sangeeta Dhulashla, PMP, PE	\$60.31	Senior Engineer 2 - SAC Technical Support	Project Manager and Registered Technical Staff
Hector Serrano, PE	\$37.16	Design Review (Electrical) / Validation / SAC	Project Manager and Registered Technical Staff

ATTACHMENT C

PROPOSED TABLE OF ORGANIZATION FOR THE OVERALL PROGRAM





Nova Consulting

October 15th, 2013

Fernando V. Ponassi, MA Arch, LEED®AP BD+C
Manager, Contracts Administration Section/Coordinator
General Obligation Bond Program
Design and Construction Services Division
Miami-Dade County Internal Services Department
111 NW 1st Street, 13th Floor, Miami, FL 33128

RE: *E13-WASD-02R Hourly Rates for Proposed Staff
Truth-In-Negotiation Certification Wage Rates*

Dear Mr. Ponassi:

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

Employee Name	Raw Hourly Rate
Steven S. Eagle, P.E.	\$ 65.38
Luis Lopez-Blazquez, P.E.	\$ 63.00
José A. Cordoves	\$ 51.92
Rachel Ferradaz, P.E.	\$ 41.54
Lourdes Barbeito, PMP*	\$ 39.42
Angel A. Vidal	\$ 38.94
Orlando Alfonso	\$ 33.65
José A. Saucedo, P.E.	\$ 28.85
Maya Compton-Grant	\$ 26.50
Kirenia Borbolla	\$ 25.00
Melina Idarraga	\$ 21.63
Hilario Sánchez	\$ 19.71
Juan Rubio	\$ 18.00

*Employment commencing in December 2013.

Personnel assignments may vary subject to the scope and requirements associated with future task service orders.

Rates listed above are certified as reported to the Internal Revenue Service and are valid for 2013.

Very truly yours,

NOVA CONSULTING, INC.

María J. Molina
María J. Molina, P.E.
President



ba

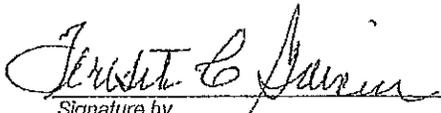
October 15th, 2013.

Truth-In-Negotiation Certification of Wage Rates

Employee Name	Hourly Rate
Garcia, Teresita	\$83.29
Suau, Patricia	\$25.50
Barbano, Bill	\$48.07

- * Personnel assignments may vary subject to the scope and requirements associated with future task service orders.
- * Rates listed above are certified as reported to Internal Revenue Service and valid for 2013.

I certify that the above information is current and accurate.


Signature by
Subconsultant Authorized Signatory

Teresita C. Garcia
Print Name
Vice President and Partner



MEMORANDUM

To: Maria Molina, PE

Date: October 2, 2013

From: Franklin A. Torrealba, PE

Project No: E13-WASD-02R

FAT

Subject: Truth-In-Negotiation Certification of Wage Rates

1. The hourly rates provided below shall be in effect from March 1, 2013 to March 1, 2014
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates

Employee Name	Raw Salary Rate
Franklin A. Torrealba, PE	\$77.00
Kenia Gonzalez	\$ 60.00
Jose Vizoso, EIT	\$41.00
Aracelis Urieta	\$ 26.00
Rodolfo Remon	\$ 24.14
Omar Herrera	\$ 24.04

3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and as specified in a written task authorization
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future tasks service orders.
6. Rates listed above are certified as reported to Internal Revenue Service.



MWH

BUILDING A BETTER WORLD

MEMORANDUM

TO: Maria Molina
Miami Dade Water and Sewer Department

DATE: October 15, 2013

FROM: Luis Casado, MWH Vice President

OGI Project No: E13-WASD-02R

SUBJECT: Truth-In-Negotiation Certification of Wage Rates MWH

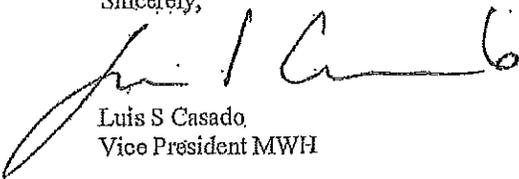
1. The hourly rates provided below shall be in effect from March 1, 2013 to March 1, 2014
2. Professional services provided by CONSULTANT personnel in various projects are listed below along with raw hourly salary rates.

Employee Name	Raw Salary Rate
Buckley, Thaddeus	\$87.21
Cardoach, Lynette	\$80.43
Dhulashia, Sangeeta	\$60.31
Glenny, Yurfa	\$50.65
Humphrey, Glenn	\$75.00
McLamarrah, Jane	\$61.98
Munoz, Lillian	\$26.92
Serrano, Hector	\$37.15

Employee Name	Raw Salary Rate

3. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined in the Agreement and as specified in a written task authorization.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Rates listed above are certified as reported to Internal Revenue Service and valid for 2013.
6. Personnel assignments may vary subject to the scope and requirements associated with future service orders.

Sincerely,



Luis S Casado
Vice President MWH

CC. Yurfa Glenny MWH



TO: Maria Molina
Miami Dade Water and Sewer Department

DATE: October 15, 2013

FROM: BND Engineers, Inc.

OCI Project No: E13-WASD-02R

SUBJECT: Truth-In-Negotiation
Certification of Wages Rates

1. The hourly rates provided below shall be in effect from March 2014 to March 2015.
2. Professional services provided by CONSULTANT personnel in various projects are listed below along with raw hourly salary rates.

Employee Name	Raw Salary Rate
Williams, Basil	\$65.00
Keane, Kevin	\$48.00
Torres, Marta	\$44.75
Ossman, Chris	\$42.10
Curiel, Eduardo	\$58.20
Richer, Ariadna	\$45.65

3. Fees and compensation will be computed in accordance with one or a combination of the methods outlined in the Agreement and as specified in a written task authorization.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task service orders.
6. Rates listed above are certified as reported to Internal Revenue Service and valid for 2014.

Sincerely,

Basil S Williams (CEO)



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Personnel Roles and Responsibilities for the Overall Program



Nova Consulting
127



Table of Contents

Program Executive / Principal	2
Senior Project Manager	3
Design Management Lead	4
Design Consultant Project Manager	6
Construction Management Lead	7
Construction Project Manager	8
Construction Inspectors	9
(Pump Stations / Pipelines).....	9
Infiltration/Inflow Management Lead	10
I/I Project Inspector	11
(SSES / CIPP Repairs / Sectional – MH Repairs / Dig & Replace Repairs)	11
I/I Video Reviewer / Administrator (SSES).....	12
Program Controls Lead.....	13
Document Control Supervisor.....	14
Document Control – Assistant 1	15
Scheduler / Database Manager	16
Cost Estimator	17
Information Technology Supervisor	18
Information Technology Technical Support	19
Invoice Processor	20
Public Outreach / Development Coordinator	21
Public Outreach / Development Assistant.....	22
Design Review (Professional Engineering).....	23
Regulatory Compliance Coordinator.....	24
Health & Safety Coordinator	25
Permitting / Municipality Coordinator	26
Senior Engineer / SAC Technical Support.....	27
Engineer – Technical Support.....	28



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Program Executive / Principal

Maria J. Molina, PE

CAP: \$125.00

Roles / Responsibilities

1. Ultimately Responsible for successful Program Execution
2. Provides all required resources to the Program
3. Ensures that all Program Personnel complies with Program Requirements
4. Manages Prime / Sub-Consultant Contracts and Relationships

Reports to: MDWASD Director, MDWASD Program Director and MDWASD Program Manager

Hourly Raw Rate Range: \$125.00 * (Negotiated)



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Senior Project Manager

Franklin A. Torrealba, PE

Hourly Raw Rate: \$77.00

Roles / Responsibilities

1. Overall Program's execution responsibility
2. Responsible for coordination of Design, Construction and I/I Program activities
3. Coordinates MDWASD's interface and sub-consultant activities
4. Provides general office administrative management
5. Ensures proper utilization of resources
6. Develops, implements and updates "Program Management Plan" (PMP) including scheduling, procedures and analysis, cost controls, communication, administrative, reporting and quality control
7. Advises and provides, strategic, and day to day oversight and direction to the program
8. Coordinates associated work with Outfall Legislation and Master planning projects
9. Oversees monthly, quarterly and yearly cash flow projections
10. Approves all Design Consultants' Scope of Works, Schedules and Fees
11. Approves all Design Consultants' and Contractors' invoices
12. Coordinates with MDWASD reporting to USEPA, FDEP and RER on Consent Decree requirements
13. Attends monthly PCM meetings
14. Attends Design, Construction and I/I meetings

Reports to: Program Executive / Principal and MDWASD Program Manager

Hourly Raw Rate Range: \$75.00 – \$80.00



Design Management Lead

Steven Eagle, PE

Hourly Raw Rate: \$65.38

Roles / Responsibilities

1. Responsible for the Program's Planning and Design Management Phases
2. Provides the following for each Project:
 - a. Scope of Work
 - b. Preliminary Engineering Report
 - c. Preliminary Cost Estimate
 - d. Schedule of Implementation
3. Responsible for managing the selected five (5) Design Consultants
4. Responsible for complying with Design Schedules
5. Responsible for complying with Design Budgets
6. Assists MDWASD in the negotiation of fees to be paid to the Design Consultants
7. Assists MDWASD in the review of Design documents, including constructability reviews
8. Assigns and allocates Design Projects (pump stations, force mains and gravity sewers) to the Design Consultants
9. QA/QCs Designs
10. Creates and maintains Design Consultants Fees' Database of the Program
11. Updates and QA/QCs Planning and Design Database
12. Coordinates requests for "Scope of Works", "Schedules" and "Fees" (Engineering, Surveying and Geotechnical)
13. Reviews Design Consultant's "Scope of Works "Schedules" and "Fees"
14. Minimizes and reviews out of scope items
15. Approves Design Consultants' invoices (Engineering, Surveying and Geotechnical)
16. Attends presentations as required
17. PSIP meetings
 - a. Attends Planning and Design Meetings and QA/QCs Meeting Minutes
 - b. Attends Pre-Bid meetings
 - c. Attends miscellaneous meetings with MDWASD
18. Prepares, updates and follows Design procedures and protocols, such as:
 - a. Standard Procedures for Design Consultants



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

- b. Standard Request for Design Scope of Work
- c. PSIP Supplemental Design Guidelines for Lift Stations and Force Mains
- d. Preliminary Cost Estimating standards

Reports to: Senior Project Manager

Hourly Raw Rate Range: \$60.00 -- \$75.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Design Consultant Project Manager

Jose A. Cordoves

Hourly Raw Rate: \$51.92

Jose Vizoso, EIT

Hourly Raw Rate: \$41.00

Roles / Responsibilities

1. Coordinates Planning and Design activities
2. Manages multiple Design Consultants
3. Initiates projects, manages project implementations, coordinates with team members, maintains project status and prepares monthly reports
4. Reviews Design Consultants' proposed "Scope of Work", "Schedule" and "Fee"
5. Coordinates Design Consultants' invoices
6. Coordinates Design Consultants' Task Authorizations
7. Coordinates Permitting
8. Tracks and reviews Project Schedule and Budget
9. Reviews Design group policies and procedures
10. Minimizes and reviews out of scope items
11. Prepares and reviews monthly and weekly status reports
12. Monitors documentation of completed Design Work
13. Updates Planning and Design Database
14. Develops Engineering Reports, Scope of Works, Schedules and Preliminary Cost Estimates for all out of compliance Pump Stations based on the Remedial Action Plans submitted to USEPA
15. Updates PCTS

Reports to: Design Management Lead

Hourly Raw Rate Range: \$40.00 – 55.00



Construction Management Lead

Thaddeus Buckley, CGC

Hourly Raw Rate: \$80.00

Roles / Responsibilities

1. Responsible for Construction Management and Inspection during Construction operation
2. Prepares the necessary bid documentation and Coordinates the Contractor selection process
3. Coordinates "Health and Safety Plan" with MDWASD and Contractors
4. Responsible for stakeholders issues during Construction
5. Prepares and reviews "Construction Management Procedures Manual" (CMPPM)
6. Establishes project procedures, problem solving activities, Budget reviews and certifications needed
7. Reviews updated Construction Schedules and Budgets
8. Assigns and allocates Construction projects (Pump Stations and Pipelines)
9. Reviews and QA/QCs Construction's Database
10. Minimizes and QA/QCs Claims and Change Orders
11. Approves Contractors' Invoices (Pump Stations / Force Mains / Gravity Sewers)
12. Attends presentations as required
13. PSIP meetings
 - a. Attends Construction Meetings and QA/QCs Meeting Minutes
 - b. Attends miscellaneous meetings with MDWASD

Reports to: Senior Project Manager

Hourly Raw Rate Range: \$60.00 – \$80.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Construction Project Manager

Kevin Keane, PE

Hourly Raw Rate: \$48.00

Eduardo Curiel

Hourly Raw Rate: \$58.20

Roles / Responsibilities

1. Coordinates all activities related to Project Construction
2. Directs and supervises Construction Administrative Operations and Personnel
3. Oversees Construction Inspectors (Pump Stations and Pipelines)
4. Reviews Construction group policies and procedures
5. Reviews and recommends all Change Orders and allowance account charges
6. Prepares and reviews monthly and weekly construction status reports
7. Monitors documentation of completed Construction work
8. Prepares and reviews all Contractors' payment requests, reports, shop drawings, Schedules, Cost Estimates, Claims and Change Orders
9. Updates Program's Construction database
10. Reviews and coordinates "Health and Safety Plan" implementation
11. Coordinates and resolves stakeholders issues
12. Attends Pump Stations Start-ups
13. Updates PCTS

Reports to: Construction Management Lead

Hourly Raw Rate Range: \$42.50 – \$60.00



Construction Inspectors (Pump Stations / Pipelines)

Hilario Sanchez (Pipelines)	Hourly Raw Rate:	\$19.71
Angel A. Vidal (Pump Stations)	Hourly Raw Rate:	\$38.94
TBD 2 (Pump Stations)	Hourly Raw Rate:	TBD
TBD 3 (Pump Stations)	Hourly Raw Rate:	TBD
TBD 4 (Pump Stations)	Hourly Raw Rate:	TBD
TBD 5 (Pump Stations)	Hourly Raw Rate:	TBD
TBD 6 (Pump Stations)	Hourly Raw Rate:	TBD

Roles / Responsibilities

1. Plans and coordinates field inspection activities and reviews the work to coordinate compliance with projects specifications
2. Checks contractors' material certifications and samples
3. Performs shop inspections of contractor-furnished equipment and materials
4. Coordinates "Health and Safety Plan" with Contractors
5. Uses survey instruments, metering devices and test equipment to perform Inspections
6. Keeps Inspections daily logs, including photographs and videos taken during Inspections
7. Updates Construction's Database
8. Updates Customer Issues Resolution's Database
9. Attends Pump Stations Start-ups

Reports to: Construction Management Lead

Hourly Raw Rate Range: \$18.50 – \$35.00



Infiltration/Inflow Management Lead

Luis Lopez-Blazquez, PE

Hourly Raw Rate: \$63.00

Roles / Responsibilities

1. Responsible for I/I Construction and Inspection during Construction
2. Coordinates Health & Safety Plan with MDWASD and Contractors
3. Assigns and allocates I/I projects
 - a. SSES (Televising and video reviews)
 - b. Dig and Replace
 - c. Sectional – MH
 - d. CIPP
4. Reviews and QA/QCs I/I Database
5. Minimizes and QA/QC Claims and Change Orders
6. Establishes project procedures, problem solving activities, budget review and certification needed
7. Approves I/I Contractors' Invoices (SSES, Dig and Replace, Sectional–MH and CIPP)
8. Attends presentations as required
9. PSIP meetings
 - a. Attends I/I Meetings and QA/QCs Meeting Minutes
 - b. Attends miscellaneous meetings with MDWASD
10. Responsible for complying with I/I Schedules
11. Responsible for complying with I/I Budgets

Reports to: Senior Project Manager

Hourly Raw Rate Range: \$60.00 – \$75.00



I/I Project Inspector
**(SSES / CIPP Repairs / Sectional – MH Repairs / Dig &
 Replace Repairs)**

TBD 1 (SSES)	Hourly Raw Rate:	TBD
Jose Saucedo, PE, PMP (Dig & Replace)	Hourly Raw Rate:	\$28.85
TBD 3 (CIPP)	Hourly Raw Rate:	TBD
TBD 4 (Sectional – MH)	Hourly Raw Rate:	TBD

Roles / Responsibilities

1. Plans and supervise field inspection activities to coordinate compliance with project's specifications
2. Responsible for I/I in-field operations
3. Coordinates "Health and Safety Plan" with Contractors
4. Keeps daily logs, including photographs and videos taken during inspections
5. Updates I/I and Repairs Databases
6. Updates Customer Issues Resolution's Database
7. Coordinates Flow Isolation Surveys with Contractors

Reports to: Infiltration / Inflow Management Lead

Hourly Raw Rate Range: \$25.00 – \$35.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

I/I Video Reviewer / Administrator (SSES)

Melina Idarraga	Hourly Raw Rate:	\$21.63
Juan Rubio	Hourly Raw Rate:	\$18.00

Roles / Responsibilities

1. Reviews SSES videos provided by SSES Contractors and provides cost effective repairs recommendations
2. Submits weekly reports of SSES conditions
3. Maintains paper and electronic documentation of SSES conditions
4. Prepares monthly reports
5. Updates Program's Database
6. Updates PCTS

Reports to: Infiltration / Inflow Management Lead

Hourly Raw Rate Range: \$18.00 – \$24.50



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Program Controls Lead

Rachel Ferradaz, PE

Hourly Raw Rate: \$41.54

Roles / Responsibilities

1. Responsible for Program Cost Control and Estimating
2. Responsible for Program Schedules
3. Prepares Budget Forecast
4. Prepares monthly Cash Flow monitoring report
5. Responsible for Cost Control monitoring
6. Responsible for monthly reports (budget / schedules)
7. Tracks projects' progress
8. Provides Budget/Cost oversight of all Program elements and resources
9. Prepares, maintains, refines and updates Program Schedule
10. Attends presentations as required
11. PSIP meetings
 - a. Attends Meetings and QA/QCs Meeting Minutes
 - b. Attends miscellaneous meetings with MDWASD

Reports to: Senior Project Manager

Hourly Raw Rate Range: \$40.00 – \$50.00



Document Control Supervisor

Kirenia Borbolla

Hourly Raw Rate: \$25.00

Roles / Responsibilities

1. Responsible for the Program's Database Control System (Electronic and Hard Copy)
2. Provides Design Consultants monthly status reports
3. Reviews, tracks, dates, stamps, files, and distributes all incoming documents and copies, tracks and dates outgoing documents, including reports, Budgets, Schedules, mails, faxes, hand delivered and e-mails
4. Establishes a PC based integrated Document Management System
5. Logs all documents relating to Design, Construction and I/I activities
6. Logs in and files all Program's videos and photographs
7. Retrieves documents as requested
8. Maintains an electronic and hard copy Document Control System
9. Maintains Program's Library

Reports to: Program Controls Lead

Hourly Raw Rate Range: \$25.00 – \$32.50



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Document Control – Assistant 1

TBD

Hourly Raw Rate: TBD

Roles / Responsibilities

1. Inputs document information into Program's Database
2. Reviews, tracks, dates, stamps, files, and distributes all incoming documents and copies, tracks and dates outgoing documents, including reports, Budgets, Schedules, mails, faxes, hand delivered and e-mails
3. Provides copies of filed documents as requested
4. Logs all documents relating to Design, Construction and I/I activities
5. Logs in and file all Program's videos and photographs
6. Retrieves documents as requested
7. Assists the Document Control Supervisor as required
8. Updates PCTS

Reports to: Document Control Supervisor

Hourly Raw Rate Range: \$17.50 – \$22.50



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Scheduler / Database Manager

Lourdes Barbeito, PMP

Hourly Raw Rate: \$39.42

Roles / Responsibilities

1. Prepares, maintains and refines Program Master Schedule (Baseline and Updates)
2. Updates Program Master Schedule regularly to monitor and track Program's Performance (109 Pump Stations and 14 Force Mains Projects)
3. Requires and provides monthly and quarterly Reports
4. Prepares and provides Schedule Reports as requested
5. Uses Primavera (8.3) Software
6. Updates and Maintains IPCMS Database

Reports to: Program Controls Lead

Hourly Raw Rate Range: \$37.50 – \$42.50



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Cost Estimator

Orlando Alfonso, PE

Hourly Raw Rate: \$33.65

Roles / Responsibilities

1. Responsible for establishing standards and guidelines for Cost Estimating
2. Prepares opinion of probable costs for Pump Stations (New / Rehab / Minor Changes)
3. Prepares opinion of probable costs for I/I (SSES / Sectional-MH Repairs, CIPP repairs, Dig and Replace Repairs)
4. QA/QCs Design Consultants' (30%, 60%, 90%, 100%) and Contractors' Schedule of Values and Cost Estimates
5. Reviews Claims and/or Change Orders
6. Creates and Maintains Program Cost Database

Reports to: Program Controls Lead

Hourly Raw Rate Range: \$32.50 – \$40.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Information Technology Supervisor

TBD

Hourly Raw Rate: TBD

Roles / Responsibilities

1. Responsible for the design and implementation of Program's "Integrated Program Management Control System" (IPCMS)
2. Responsible for the design, development and maintenance of the Program's Database
3. Manages and administers data processing operations and system development
4. Integrates MDWASD's Systems such as, PCTS (Proliance), EAMS, Primavera and GIS
5. Integrates RER NAPOT's monthly reports and PWWM, FDOT and Municipalities' Road Moratorium information into the Program's Database System
6. Analyzes and revises existing system logic and documentation as necessary
7. Develops or modifies procedures to solve complex problems with regards to system capabilities
8. Responsible for Information Technology's system functioning

Reports to: Program Controls Lead

Hourly Raw Rate Range: \$30.00 – \$40.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Information Technology Technical Support

TBD

Hourly Raw Rate: TBD

Roles / Responsibilities

1. Assists Information Technology Supervisor
2. Update and Inputs information in the Program's "IPCMS"
3. Monitors and resolves system's trouble shootings
4. Responsible for performing analytical, technical and administrative work in the planning, design and intellectual of new system

Reports to: Information Technology Supervisor

Hourly Raw Rate Range: \$22.50 -- \$27.50



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Invoice Processor

Aracelis Urieta

Hourly Raw Rate: \$26.00

Roles / Responsibilities

1. Reviews and process Design Consultants (5) and Contractors' invoices (I/I = 4, PSs/FMs = multiple)
2. Reviews the original documents to process the payment estimates
3. Works directly with MDWASD's "Contract Office" and "Construction Compliance CM Office"
4. Reviews test and laboratories invoices
5. Manages the Change Orders to be applied in the projects
6. Tracks status payment applications for contractors
7. Prepares final payments according with checklist of final payment
8. Initiates the process for progress estimate payments for all Contracts
9. Maintains Document Control for the estimate payments
10. Prepares reports in PCTS for Project Managers
11. Creates the Schedule of Value, Contract, Contingency and additional Invoices for payments
12. Responsible for the transmission of all documentation required for insurance policies for contracts

Reports to: Program Controls Lead

Hourly Raw Rate Range: \$25.00 – \$32.50



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Public Outreach / Development Coordinator

Tere Garcia

Hourly Raw Rate: \$80.00

Roles / Responsibilities

1. Responsible for coordinating and managing the five (5) main areas of Communications
 - a. Elected Officials
 - b. Development and Business Interests
 - c. Impacted Residents and Property Owners
 - d. General Public
 - e. Public
2. Prioritizes the issues of most immediate concern that will have a direct impact on the community at large and specifically the business community
3. QA/QCs monthly status reports for MDWASD
4. Assists meetings with Developers, MDWASD and Elected Officials as required

Reports to: Senior Project Manager

Hourly Raw Rate Range: \$70.00 – \$80.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Public Outreach / Development Assistant

Patricia Suau

Hourly Raw Rate: \$25.50

Roles / Responsibilities

1. Updates and Maintains Program Development Database
2. Prepares monthly status reports for MDWASD
3. Coordinates conflict verification of ongoing and future roadway construction projects by other agencies such as, FDOT, RER, Municipalities and PWWD
4. Assists Development Coordinator as required

Reports to: Public Outreach / Development Coordinator

Hourly Raw Rate Range: \$22.50 – \$27.50



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Design Review (Professional Engineering)

Steven Eagle, PE	Hourly Raw Rate:	\$65.38
Hector Serrano, PE (Electrical)	Hourly Raw Rate:	\$37.15

Roles / Responsibilities

1. QA/QCs all Designs of the Program
2. Prepares Design Review Memorandum

Reports to: Design Management Lead

Hourly Raw Rate Range: \$45.00 – \$75.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Regulatory Compliance Coordinator

Jane McLamarrah, PhD, PE

Hourly Raw Rate: \$61.98

Roles / Responsibilities

1. Responsible for coordination with agencies such as: USEPA, FDEP, RER, SFWMD and Miami-Dade Building Department
2. Assists MDWASD in discussions and negotiations with various Regulatory Agencies, as required
3. Provides regular status reports required by the USEPA Consent Decree
4. Assists MDWASD in handling exceptions (Rainfall & Runtimes), if required
5. Serves as primary point of contact for all Dade County Departments and other agencies or entities impacted by work completed under the Program
6. Meets with all affected Departments/Agencies to obtain information that they have on ongoing activities that may impact completion of the Program
7. Develops a list of all affected Departments/Agencies with key contacts
8. Develops a summary report listing all ongoing activities that may impact the Program
9. Provides monthly updated summary report listing all ongoing activities that may impact the Program to MDWASD

Reports to: Senior Project Manager

Hourly Raw Rate Range: \$60.00 – \$65.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Health & Safety Coordinator

Maya Compton-Grant

Hourly Raw Rate: \$26.50

Roles / Responsibilities

1. Coordinates "Health and Safety" issues with MDWASD's "Health and Safety Section"
2. Reviews general safety policies and procedures to be followed in the Program in compliance with Local, State and Federal OSHA
3. Reviews and Coordinates a Program Safety Awareness Program
4. Assists Regulatory and Compliance inspections

Reports to: Senior Project Manager

Hourly Raw Rate Range: \$25.00 – \$45.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Permitting / Municipality Coordinator

Marta Torres, EIT

Hourly Raw Rate: \$44.75

Roles / Responsibilities

1. Provides assistance to MDWASD and Design Consultants during the permitting phase of the projects
2. Responsible for formally transmitting and receiving permits to and from the respective agency
3. Tracks and monitors progress on the preparation and review of permits
4. Coordinates and attends meetings with Design Consultants as needed to expedite reviews and/or responses
5. Develops, updates and maintains Program Permitting Database
6. Provides monthly updates on Permitting status
7. Expedites and processes Permits as required

Reports to: Design Management Lead

Hourly Raw Rate Range: \$30.00 -- \$45.00



Miami Dade Water and Sewer Department
Program and Construction Management Services for the
Implementation of a Pump Station Improvement Program
ISD Project No. E13-WASD-02R

Senior Engineer / SAC Technical Support

Glenn Humphrey, PE	Hourly Raw Rate:	\$75.00
Sangeeta Dhulashia, PMP, PE	Hourly Raw Rate:	\$60.31
Kenia Gonzalez	Hourly Raw Rate:	\$60.00
Hector Serrano, PE	Hourly Raw Rate:	\$37.15
Rodolfo E. Remon	Hourly Raw Rate:	\$24.14
Omar J. Herrera	Hourly Raw Rate:	\$24.04

Roles / Responsibilities

1. Reviews Pump Stations to bring into Compliance with NAPOT criteria
2. Provides Cost Effective Solutions (Operation and Maintenance / Infiltration/Inflow / Force Mains / Rehab / New)
3. Performs Hydraulic Calibrations and reviews Rainfall data
4. Updates "Remedial Action Plan" (RAP)
5. Prepares Engineering Reports (Scope of Works / Schedules / Fees)
6. Collects Sewer System data as required
7. Attends meetings with MDWASD, Consent Decree/Settlement Agreement Section, Pump Stations Division and Sewer Collection Division
8. Performs Field Visits

Reports to: Design Management Lead

Hourly Raw Rate Range: \$60.00 – \$80.00



Engineer – Technical Support

Rodolfo E. Remon	Hourly Raw Rate:	\$24.14
Omar J. Herrera	Hourly Raw Rate:	\$24.04

Roles / Responsibilities

1. Performs Pump Stations Inspections, including Pump Down Tests if needed
2. Performs Wet Well measurements, Pump Stations layout and elevations when needed
3. Inputs data information into SAC (Submitted As Complete) Database
4. Performs Hydraulic Calculations
5. Prepares daily field logs
6. Prepares draft "Remedial Action Plan" (RAP)
7. Prepares draft Engineering Reports
8. Prepares figures and sketches using GIS and/or AutoCAD
9. Documents visits with videos and photographs
10. Extract / Compile Data from MDWASD's system as needed

Reports to: Design Management Lead

Hourly Raw Rate Range: \$22.50 – \$27.50

EXHIBIT "D"

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 Program and Construction Management Services for the Implementation of a Pump Station Improvement Program ("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 (WASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to WASD.
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 WASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

_____ 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

ATTACHMENT E

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

General Land and Engineering Surveying (Non Airport)

1	Survey Crew (Party of Four)	\$1,523.88	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

CONTRACT 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.

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 Program and Construction Management Services For the Implementation of a Pump Station Improvement Program

PROJECT NUMBER EIS-WASD-02R

Before me the undersigned authority appeared MARIA J. MOINA (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.

Maria J. Molina

(Signature of Authorized Representative)
Title President
Date 11/21/13

STATE OF: FLORIDA
COUNTY OF: Miami-Dade

The above certifications/verifications were acknowledged before me this 21st day of November, 2013,

by MARIA J. MOINA

(Authorized Representative)
of NOVA CONSULTING, LLC

(Name of Corporation, Partnership, etc.)

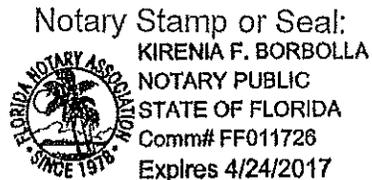
who is personally known to me or has produced as identification and who did/did not take an oath.

Kirenia F. Borbolla

(Signature of Notary)

Kirenia F. Borbolla

(Print Name)



Notary Commission Number: FF011726
My Commission Expires: 4/24/17

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

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 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 Statutes (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to lead 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 and F.S. 755.084.

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

ATTACHMENT H
 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 <input type="checkbox"/>
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ATTACHMENT I

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. : 13NCI001 Federal Employer Identification Number (FEIN): 65-0577672

Contract Title: Program and Construction Management Services for the Improvement and Implementation of a Pump Station Improvement Program.
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) of 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	

MARIA J. MOLINA Printed Name of Affiant
NOVA CONSULTING, LLC. Name of Firm
10486 NW 31 TERRACE, DORAL Address of Firm

President Printed Title of Affiant
FL State

Maria J. Molina Signature of Affiant
11/21/13 Date
33172-1215 Zip Code

Notary Public Information

Notary Public - State of FLORIDA County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 21ST day of, NOVEMBER, 20 13

by MARIA J. MOLINA He or she is personally known to me or has produced identification

Type of Identification produced _____

Kirenia F. Borbolla Signature of Notary Public
Kirenia F. Borbolla Print or Stamp of Notary Public

 KIRENIA F. BORBOLLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF011726
Expires 4/24/2017

FF011726 Serial Number

163 Expiration Date

Notary Public Seal



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

FAIR SUBCONTRACTING PRACTICES

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

SEE ATTACHMENT

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

Signature of Authorized Representative: Paulo J. Molina
Title: President Date: 11/21/13
Proposer's Name: NOVA CONSULTING, Inc.

**CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES**

NOVA PROJECT No.: _____

This agreement, made and entered into November 21, 2013, by and between _____, a Florida Corporation (hereinafter called **SUBCONSULTANT**) and NOVA CONSULTING, INC., (hereinafter called **NOVA**) is for the Professional Services described under Item 2 of this Agreement.

SUBCONSULTANT: Name _____
Address _____
City, FL 33xxx _____
Phone: (xxx) xxx-xxxx _____
Fax: (xxx) xxx-xxxx _____

1. GENERAL NATURE OF THE PROJECT:

NOVA has been commissioned by Miami-Dade Water & Sewer Department (COUNTY) under project ISD No. E13-WASD-02R for Program and Construction Management Services for the Improvement and Implementation of a Pump Station Improvement Program (PSIP) in Miami-Dade County, Florida.

2. DESCRIPTION OF PROFESSIONAL SERVICES TO BE PROVIDED BY SUBCONSULTANT (If additional pages are necessary, they are identified as Attachment A):

During the term of this Agreement, SUBCONSULTANT shall furnish the services set forth herein. Such services shall be performed by individuals as employees of SUBCONSULTANT. Professional services to be provided by SUBCONSULTANT are described in detail in the Scope of Services revised on _____ (See attachment A).

3. SERVICES CALLED FOR HEREIN SHALL BE COMPLETED NOT LATER THAN:

See schedule included in Attachment A.

4. THE COMPENSATION TO BE PAID TO THE SUBCONSULTANT FOR PROVIDING THE REQUESTED SERVICES CALLED FOR HEREIN SHALL BE (If additional pages are necessary, they are identified as Attachment B):

The LUMP SUM agreed to compensate the SUBCONSULTANT for the services described in the Scope of Services (see Attachment A) is \$ _____. However, if there is any required additional activity not included in the Lump Sum, price will be established either by following the schedule of prices included in Attachment B, or by negotiation with basis on a detailed proposal furnished by the SUBCONSULTANT for this purpose.

5. DURATION: This agreement shall remain in full force and effect for the duration of the main contract between the NOVA and COUNTY, which extends until December 31, 2018, unless terminated as provided herein, or extended by mutual agreement in writing.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above, subject to the terms and conditions above stated and the provisions set forth on the reverse side.

For **SUBCONSULTANT:** _____

For **NOVA CONSULTING, INC.**

SIGNED: _____

SIGNED: _____

TYPED NAME: _____

TYPED NAME: Maria J. Molina, P.E.

TITLE: _____

TITLE: President

DATE: _____

DATE: _____

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

6. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefits costs related to vacation, holiday, and sick leave pay; contributions to Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not limited to, local travel at the rate currently paid by the SUBCONSULTANT to his employees but no more than \$____cents per mile, printing and reproduction costs, and survey supplies and materials as stipulated in the Prime Agreement. However, the professional SUBCONSULTANT shall not receive for reimbursable costs and expenses an amount in excess of that permitted pursuant to the Prime Agreement, if the Prime Agreement requires monetary restrictions on the amount of said reimbursable costs.

7. **INVOICE PROCEDURES AND PAYMENT:** The SUBCONSULTANT shall submit monthly invoices to NOVA requesting payment for work accomplished during each calendar month. The invoice should reference the MDWASD and NOVA project and task number. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "Percent of Completion Method" whereby NOVA will estimate the percent of the total work (provided on a lump sum basis) accomplished during the invoicing period. The SUBCONSULTANT specifically understands and agrees that any payment to the SUBCONSULTANT is dependent on the condition precedent that NOVA must first receive payment from the COUNTY. Uncollectible accounts receivable and any of its associated costs, including but not limited to attorney's fees, shall be shared pro-rata by the parties based upon their proportionate share of actual fees authorized and in dispute. NOVA may withhold payment or submission of SUBCONSULTANT invoice if the SUBCONSULTANT's services hereunder are not satisfactory to NOVA or the COUNTY.

8. **INSURANCE:** The CONSULTANT shall procure and maintain throughout the term of this Agreement the following minimum (or greater) insurance limits and coverage (as stated in the contract of NOVA and COUNTY) and shall, upon executing this Agreement and prior to initiating work, provide NOVA certificate(s) of insurance evidencing the same, showing COUNTY and NOVA as an Additional Insured on all coverage(s):

A. **WORKER'S COMPENSATION** Insurance for all employees of the SUBCONSULTANT as required by Chapter 440, Florida Statutes.

B. **COMMERCIAL GENERAL LIABILITY** Insurance on a comprehensive basis, in an amount not less than \$1,000,000.00 per occurrence for combined single limit per occurrence for Bodily Injury and Property Damage.

C. **AUTOMOBILE LIABILITY** Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 combined single limit per occurrence for Bodily Injury and Property Damage.

D. **PROFESSIONAL LIABILITY** Insurance with a limit of not less than \$1,000,000.00 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 the Prime Agreement.

E. The SUBCONSULTANT shall furnish **CERTIFICATES OF INSURANCE** to NOVA Consulting, Inc., 10486 N.W. 31st Terrace, Doral, FL 33172-1215, and prior to commencement of operations, which certificates shall clearly indicate that the SUBCONSULTANT has obtained insurance in the type, amount, and classification as required with strict compliance with the Prime Agreement.

8. **INDEMNIFICATION:** The SUBCONSULTANT shall indemnify and save harmless NOVA and its agents, representatives, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent act, error, omission, or wrongful act of the SUBCONSULTANT or anyone acting on its behalf in connection with or incident to this Agreement.

9. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, NOVA shall pay the SUBCONSULTANT compensation for work satisfactorily completed up to date of termination for said work upon receipt of payment from NOVA from the COUNTY (Prime Agreement) for said work.

NOVA may terminate this Agreement for convenience; if the COUNTY (Prime Agreement) cancels, abandons or suspends the work described in the Prime Agreement; or for any other business reason. In the event of such termination or suspension, NOVA shall pay the SUBCONSULTANT for the work accomplished up to the date of termination or suspension upon receipt of payment from NOVA from the COUNTY (Prime Agreement) for said work.

10. **ENTIRETY OF AGREEMENT:** The terms and conditions of the Prime Agreement between NOVA and the COUNTY applicable to the SUBCONSULTANT are incorporated herein by reference and SUBCONSULTANT agrees to be bound to NOVA to the same extent NOVA is bound to the COUNTY (Prime Agreement). This Agreement and the Prime Agreement embody 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 hereto that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto.
11. **WAIVER:** Any failure by NOVA to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision and NOVA may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
12. **MEDIATION:** If a dispute arises out of, or related to this contract, or breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorney's fees will be awarded to the prevailing party.
13. **GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State which is the situs of the work.
14. **QUALITY CONTROL (QC):** If the SUBCONSULTANT is to provide deliverable documents to NOVA, the SUBCONSULTANT shall perform QC review of those documents and all supporting work products prepared by the SUBCONSULTANT upon which those documents are based. The SUBCONSULTANT shall follow appropriate and acceptable QC review and documentation procedures. Before commencing work production, SUBCONSULTANT shall notify NOVA in writing what QC review and documentation procedures will be followed, which documents and supporting work products will be reviewed and when, and the names and qualification of the QC reviewers. The SUBCONSULTANT shall provide NOVA with the original or copy of each QC reviewed document bearing distinguishable markings that identify the QC review steps that were performed by whom and when.
15. **DATA:** CONSULTANT's materials shall not include NOVA's confidential or proprietary information if NOVA has previously advised CONSULTANT in writing of the specific information considered by NOVA to be confidential or proprietary.
16. **SOFTWARE REQUIREMENTS:** All computer applications and software must be compatible with NOVA applications and standards and/or those required by the COUNTY. All computers used by SUBCONSULTANT shall be equipped with anti-virus software. All electronically stored data shall have back-up of no less often than daily.
17. **PROPRIETARY INFORMATION:** It is understood and acknowledged that NOVA may provide the SUBCONSULTANT information which is proprietary and/or confidential during the term of this Agreement. SUBCONSULTANT agrees to maintain the confidentiality of such information during the term of this Agreement and afterwards or as required by the Prime Agreement. All materials containing such confidential information shall be returned to NOVA at the conclusion of the Program.
18. **SCOPE OF WORK:** SUBCONSULTANT understands and agrees that the Scope of Services described in Item 2 is not a guarantee of a specific amount of work to be assigned under this Agreement. NOVA, at its option, may elect to expand, reduce, or delete the extent of each work element described in the Scope of Services.

ATTACHMENT A – SUBCONSULTANT Scope of Services

ATTACHMENT B – SUBCONSULTANT Schedule of Prices

ADDENDA (if required)

Attachment A

Program and Construction Management Services for the Improvement and Implementation of a Pump Station Improvement Program (PSIP) ISD No. E13-WASD-02R

SUBCONSULTANT SCOPE OF SERVICES

Date: _____

Task: _____

[include Description of Services]

The schedule for this agreement will follow the same deadlines and milestones established by the Prime Agreement between NOVA and COUNTY.

Attachment B

Program and Construction Management Services for the Improvement and Implementation of a Pump Station Improvement Program (PSIP) ISD No. E13-WASD-02R

SUBCONSULTANT SCHEDULE OF PRICES

Date: _____

Task: _____

[include Cost / Time charges]

The schedule for this agreement will follow the same deadlines and milestones established by the Prime Agreement between NOVA and COUNTY.