

Memorandum



Date: May 6, 2014

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

Agenda Item No. 8(O)(2)

From: Carlos A. Gimenez  
County Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Resolution approving the recommendation to award a non-exclusive Professional Services Agreement to Lockwood, Andrews & Newnam, Inc. for Program Management Consultant and Related Services to establish a "Comprehensive Infrastructure Assessment and Replacement Program" for Water Transmission and Distribution Mains including Preparation of Condition Evaluations, Forensic Analysis, Risk Assessments and Renewal Option Protocols with a total compensation amount not to exceed \$2,200,000.00 and a total contract term of three years – Project No: E12-WASD-03; Agreement No: 14LANI005

Resolution No. R-432-14

**Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a Professional Services Agreement under Project No. E12-WASD-03; Agreement No. 14LANI005 to Lockwood, Andrews & Newnam, Inc. for Program Management Consultant and Related Services to establish a "Comprehensive Infrastructure Assessment and Replacement Program" for Water Transmission and Distribution Mains including Preparation of Condition Evaluations, Forensic Analysis, Risk Assessments and Renewal Option Protocols with a total compensation amount not to exceed two million two hundred thousand dollars (\$2,200,000.00) and a total contract term of three (3) years.

**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 delegation of authority is requested.

**Scope**

**PROJECT NAME:** Program Management Consultant and Related Services to establish a Comprehensive Infrastructure Assessment and Replacement Program for Water Transmission and Distribution Mains including Preparation of Condition Evaluations, Forensic Analysis, Risk Assessments and Renewal Option Protocols.

**PROJECT NO:** E12-WASD-03

**CONTRACT NO:** E12-WASD-03

**PROJECT  
DESCRIPTION:**

Lockwood, Andrews & Newnam, Inc. will devise and establish a comprehensive program for pipeline infrastructure evaluation and renewal; including condition assessment, risk determination, project identification and prioritization of necessary water main remediation projects of all diameters. The renewal criteria may be based on pipeline material, age, size, maintenance history, condition, area impacted or other criteria identified in the appraisal. The evaluation/prioritization protocol will propose a method, utilizing an accepted model such as the American Water Works and Research Foundation model and KANEW model, to relate the probability of failure to the consequences of failure and to establish the overall priority of the project being evaluated. This task will also include investigating various renewal and replacement methods available and establishing protocols to determine the most cost effective method to be utilized in any given situation. It is intended that the program established will make full use of the numerous condition assessment, leak detection and trench-less rehabilitation technologies for potable water applications including visual inspection, limited exterior inspection, and electromagnetic testing which have emerged in recent years. The program will provide the organizational structure required for implementation of the rehabilitation of the County's water system for the next thirty (30) years while maximizing the impact of available funding.

The second phase of this project will entail the utilization of the program plan to administer, through the Program Management Team, the actual evaluation and rehabilitation of the deteriorated assets. The Program Management Team will consist of consultants and Miami-Dade Water and Sewer Department (WASD) personnel working in parallel functions as a team to provide the various program management functions such as design and construction management (both in-house and contract), record keeping, asset allocation and overall program organization. Over time the consultant's role is to be diminished and WASD's role increased until the program is solely administered by WASD staff.

Engineering services are anticipated to include, but not be limited to, generating evaluation criteria for the various pipe materials and sizes in the WASD system, creating protocols for utilization of alternative, renewal and replacement technologies, coordinating and training WASD personnel, preparing design reports, drawings and contract specifications and permitting and procurement activities. Construction management services are required to provide technical support during construction. Technical support during construction is anticipated to include, but are not limited to, periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, review contract schedules and schedule of values, review as-built drawings. Project coordination services are anticipated to include, but are not limited to, establishing a plan to implement projects,

establish and track project schedules, budgets and deadlines,  
prepare status reports and attend meetings as requested.

**PROJECT LOCATION:** This project is countywide.

<b>PROJECT SITES:</b>	<b><u>SITE #</u></b>	<b><u>LOCATION</u></b>	<b><u>ESTIMATE</u></b>
	#76621	Various	\$2,200,000.00

**PRIMARY COMMISSION DISTRICT:** Various Districts

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Water and Sewer

**MANAGING DEPARTMENT:** Water and Sewer

**Fiscal Impact / Funding Source**

<b>FUNDING SOURCE:</b>	<b><u>SOURCE</u></b>	<b><u>PROJECT</u></b>	<b><u>SITE # NUM</u></b>
	Water Renewal and Replacement Fund	<u>967190</u>	<u>#76621</u>

**OPERATIONS COST IMPACT/ FUNDING:** Not Applicable, this is a Professional Services Agreement for Program Management Consultant Services.

**MAINTENANCE COST IMPACT / FUNDING:** Not Applicable, this is a Professional Services Agreement for Program Management Consultant Services.

**LIFE EXPECTANCY OF ASSET:** Not Applicable, this is a Professional Services Agreement for Program Management Consultant Services.

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

<b>CAPITAL BUDGET PROJECT:</b>	<b><u>CAPITAL BUDGET PROJECT # - DESCRIPTION</u></b>	<b><u>AWARD ESTIMATE</u></b>
	967190- WATER PIPES AND INFRASTRUCTURE PROJECTS Book Page:122 Funding Year: Adopted Capital Budget Book for Fiscal Year 2013-2019, Prior Years	\$2,200,000.00

**PROJECT  
TECHNICAL  
CERTIFICATION  
REQUIREMENTS:**

	<u>TYPE</u>	<u>CODE</u>	<u>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	6.03	WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
	Prime	11.00	GENERAL STRUCTURAL ENGINEERING
	Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
	Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
	Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
	Other	10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
	Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
	Other	15.02	SURVEYING AND MAPPING - AERIAL PHOTOGRAMMETRY
	Other	15.03	UNDERGROUND UTILITY LOCATION
	Other	16.00	GENERAL CIVIL ENGINEERING
	Other	19.06	VALUE ANALYSIS AND LIFE- CYCLE COSTING - WATER AND SANITARY SYSTEMS

**BID PACKAGES ISSUED:** 174

**BIDS RECEIVED:** 3

**CONTRACT PERIOD:** 1095 Days. Excludes Warranty Administration Period

**CONTINGENCY PERIOD:** 0 Days.

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$2,000,000.00

**BASE CONTRACT AMOUNT:** \$2,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT
	PSA	10%	\$200,000.00

**TOTAL DEDICATED ALLOWANCE:** \$0.00

**TOTAL AMOUNT:** \$2,200,000.00

**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:** On March 29, 2013, a Notice to Professional Consultants was issued under full and open competition. On April 25, 2013, the Clerk of the Board received three (3) proposals for the "First Tier: Evaluation of Qualifications" submittal.

**First Tier**

At the First Tier: "Evaluation of Qualifications" meeting held on August 14, 2013, the Competitive Selection Committee reviewed and ranked the three (3) proposals received on August 14, 2013. Lockwood, Andrews, & Newnam, Inc. and the other team

5

members met the minimum qualifications and demonstrated their relevant experience with the projects as required in the Notice to Professional Consultants. The references in the proposals were verified by the Internal Services Department. The Competitive Selection Committee voted to shortlist the three (3) proposers to the "Second Tier: Oral Presentation".

Second Tier

The Second Tier: "Oral Presentation" meeting was held on December 4, 2013. The Competitive Selection Committee ranked and heard oral presentations from the following firms: Lockwood, Andrews & Newnam, Inc., Arcadis-U.S., Inc., and HDR Engineering, Inc. The Competitive Selection Committee evaluated and ranked in order of preference the firm as follows:

Firm	Presentation Score	Ranking
Lockwood, Andrews & Newnam, Inc.	555	1
Aradis-U.S., Inc.	548	2
HDR Engineering, Inc.	521	3

On January 22, 2014, the Negotiation Committee met with Lockwood, Andrews & Newnam, Inc. and concluded the negotiations meeting. Based on the facts above, it is recommended that the Board award the contract to Lockwood, Andrews & Newnam, Inc.

The Internal Services Department's CIIS database contains six (6) evaluations for Lockwood, Andrews & Newnam, Inc. with an average overall 3.9 rating out of a possible 4 points.

**ESTIMATED NOTICE TO PROCEED:** 5/1/2014

**PRIME CONTRACTOR:** Lockwood, Andrews & Newnam, Inc.

**COMPANY PRINCIPAL:** Dennis Petersen, P.E.

**COMPANY QUALIFIERS:** Dennis Petersen, P.E.

**COMPANY EMAIL ADDRESS:** rjvieira@lan-inc.com

**COMPANY STREET ADDRESS:** 5200 Blue Lagoon Drive, Suite 700

**COMPANY CITY-STATE-ZIP:** Miami, FL 33126

**PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:** According to the Firm History Report provided by Internal Services Department, Division of Small Business Development, Lockwood, Andrews & Newnam, Inc. has been awarded one (1) contract with Miami-Dade County with a total contract value of \$1,375,000.00.

**SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):** CDM Smith, Inc.  
Milian, Swain & Associates, Inc.  
Longitude Surveyors, LLC  
Geosol, Inc.  
I.F. Rooks & Associates, Inc.  
Media Relations Group, LLC

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** Yes Firms must have four (4) years of similar work experience as listed below. The expertise can be met by any qualified individual(s) of the consultant's team (Prime or Sub-consultant).

**STANDARD PAYMENT AND PERFORMANCE BOND:** N/A

**REVIEW COMMITTEE:** MEETING DATE: 9/18/2012 SIGNOFF DATE: 10/19/2012

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

<b>REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:</b>	<b>ESTIMATED</b>	<b>COMMENT</b>
<b>TYPE GOAL</b>	<b>VALUE</b>	
CBE	25.00% \$550,000.00	Administrative Order 3-32

**MANDATORY CLEARING HOUSE:** Yes

**CONTRACT MANAGER NAME/ PHONE / EMAIL:** Patty David 786-552-8040 pattyd@miamidadegov

**PROJECT MANAGER NAME/ PHONE / EMAIL:** Brian Trujillo, 786-552-4047 BTRUJ01@miamidadegov  
P.E.

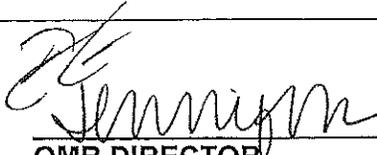
**Background**

**BACKGROUND:** The County's water system is considered to be the largest utility in the Southeast United States serving approximately 428,631 retail customers and fifteen (15) wholesale customers. The water system consists of three (3) regional water treatments plants and five (5) smaller auxiliary treatment facilities that service the southernmost section of the County. Water distribution (throughout the 400 square miles service area) is performed via seven (7) remote finished water storage and pumping facilities and more than 7,900 miles of water mains ranging in size from 2 inches to 96 inches in diameter.

The Miami-Dade Water and Sewer Department has identified a significant amount of water infrastructure that is in critical need of renewal or replacement including equipment at the water treatment plants, as well as transmission and distribution piping deficiencies. This professional services agreement provides the program management services needed for the implementation of a "Comprehensive Infrastructure Assessment and Replacement Program" for the County's water system. The scope of work entails developing a comprehensive approach to evaluate, prioritize and manage each needed project including 1) various pipe condition assessment methods and technologies, 2) the evaluation of available rehabilitation options and protocols to determine the most cost effective method for mitigating each individual asset deficiency, and 3) a system of prioritizing the identified projects to make sure the most critical deficiencies are addressed first.

---

BUDGET APPROVAL  
FUNDS AVAILABLE:

  
\_\_\_\_\_  
OMB DIRECTOR

3/17/14  
DATE

PROVEN AS TO LEGAL  
SUFFICIENCY:

  
\_\_\_\_\_  
COUNTY ATTORNEY

2/20/14  
DATE

  
\_\_\_\_\_  
DEPUTY MAYOR

3/10/14  
DATE

CLERK DATE \_\_\_\_\_

---



# MEMORANDUM

(Revised)

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

**DATE:** May 6, 2014

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

**SUBJECT:** Agenda Item No. 8(0)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(0)(2)

5-6-14

RESOLUTION NO. R-432-14

RESOLUTION APPROVING NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LOCKWOOD, ANDREWS & NEWNAM, INC. FOR PROGRAM MANAGEMENT CONSULTANT AND RELATED SERVICES TO ESTABLISH A COMPREHENSIVE INFRASTRUCTURE ASSESSMENT AND REPLACEMENT PROGRAM FOR WATER TRANSMISSION AND DISTRIBUTION MAINS INCLUDING PREPARATION OF CONDITION EVALUATIONS, FORENSIC ANALYSIS, RISK ASSESSMENTS AND RENEWAL OPTION PROTOCOLS WITH A TOTAL AMOUNT NOT TO EXCEED \$2,200,000.00 AND A TOTAL CONTRACT TERM OF THREE YEARS; CONTRACT NO. 14LANI005, PROJECT NO. E12-WASD-03; 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 Lockwood, Andrews & Newnam, Inc. for Program Management Consultant and related services to establish a comprehensive infrastructure assessment and replacement program for water transmission and distribution mains including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols with a total amount not to exceed \$2,200,000.00 and a total contract term of three years; Contract No. 14LANI005, Project No. E12-WASD-03; 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 **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of May, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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



HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Henry N. Gillman



Department of Small Business Development  
A&E Firm History Report

From: 02/04/2009 To: 02/04/2014

PRIMES

FIRM NAME: LOCKWOOD, ANDREWS & NEWNAM, INC.  
5200 Blue Lagoon Dr, 700  
Miami, FL 33126-0000

PROJECT #	CONTRACT #	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
E12-MDT-01, ESP	1	MT	GOAL - DBE DBE 10%	12/14/2012	\$825,000.00
CONTINUOUS PROFESSIONAL SERVICES FOR FEDERALLY FUNDED PROJECTS					
E12-WASD-02	1	WS	GOAL CBE 25%	02/05/2013	\$550,000.00
DESIGN CRITERIA: PROFESSIONAL ENGINEER REPLACEMENT/REHABILITATION OF A 72-INCH SANITARY SEWAGE FORCE MAIN ALONG NW/NE 459 ST BETWEEN NW/17 AVE AND NE 10 AVE (SIC: 871)					
				Total Award Amount	\$1,375,000.00
				Total Change Orders Approved by EGC	\$0.00
				Total Award Amount	\$550,000.00

13

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



## Small Business Development Division Project Worksheet

**Project/Contract Title:** NON-EXCLUSIVE PROFESSIONAL SERVICES FOR A PROGRAM MANAGEMENT CONSULTANT AND RELATED SERVICES **Received Date:** 09/18/2012  
**Project/Contract No:** E12-WASD-03 **Funding Source:**  
**Department:** WATER & SEWER DEPARTMENT **REVENUE BONDS**  
**Estimated Cost of Project/Bid:** \$2,000,000.00 **Resubmittal Date(s):**

**Description of Project/Bid:** To establish a Professional Services Agreement (PSA) for a Program Management Consultant (PMC) and related services to establish a Comprehensive Infrastructure Assessment and Replacement Program for water transmission and distribution mains, including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols. The PMC will provide professional services as denoted in the Notice to Professional Services.

### Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	25.00%

### Reasons for Recommendation

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

In an attempt to make this PSA a Tier 2 CBE Set-Aside, the five (5) CBE firms certified in 6.01, 6.02, 6.03, 11.00, and 17.00 were polled; none responded meeting the minimum requirements. However, further polling allowed for a CBE recommendation of 25% (versus WASD recommendation of a 10% CBE Goal).

SIC 871 – Architectural and Engineering Services

Technical Category: 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0602-W & S Sewer Sys-Major Water & Sewer Pumping Facili; 0603-W & S Sewer Sys-W & S Sewage Treatment Plant; 0901-Drilling Subsurface Investigations & Seismographic; 0902-Geotechnical & Materials Engineering Services; 1005-Environmental Eng-Contamination Assess & Monitor; 1501-Surveying And Mapping-Land Surveying; 1502-Aerial Photogrammetry; 1503-Underground Utility Location; 1600-General Civil Engineering; 1700-Engineering Construction Management; 1906-Value Analysis/Life-Cycle Costing-Water & Sanitary

### Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$60,000.00	3.00%	60
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACILI	CBE	\$60,000.00	3.00%	39
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$60,000.00	3.00%	17
UNDERGROUND UTILITY LOCATION	CBE	\$20,000.00	1.00%	6
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$60,000.00	3.00%	92
VALUE ANALYSIS/LIFE-CYCLE COSTING-WATER & SANITARY	CBE	\$160,000.00	8.00%	10
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	\$20,000.00	1.00%	10
GENERAL CIVIL ENGINEERING	CBE	\$60,000.00	3.00%	68
<b>Total</b>		<b>\$500,000.00</b>	<b>25.00%</b>	

Living Wages: YES  NO

Responsible Wages: YES  NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.



Small Business Development Division  
Project Worksheet

Project/Contract Title: NON-EXCLUSIVE PROFESSIONAL SERVICES FOR A PROGRAM  
MANAGEMENT CONSULTANT AND RELATED SERVICES  
Project/Contract No: E12-WASD-03  
Department: WATER & SEWER DEPARTMENT  
Estimated Cost of Project/Bid: \$2,000,000.00

Received Date: 09/18/2012

Funding Source:  
REVENUE BONDS

Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal <u>25%</u>	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	<u>V. Clark</u> SBD Director	<u>10/19/12</u> Date	



## 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>
WS	<u>E06-WASD-06</u>	PSA	<u>Lockwood, Andrews &amp; Newnam, Inc.</u>	4/8/2008	Alex Retamar	Interlm	<u>3.3</u>
WS	<u>E07-WASD-07 (A) WO: 3</u>	PSA	<u>Lockwood, Andrews &amp; Newnam, Inc.</u>	9/11/2008	Eduardo M. Luis	Project conclusion or closeout	<u>4.0</u>
WS	<u>E07-WASD-07 (A)</u>	PSA	<u>Lockwood, Andrews &amp; Newnam, Inc.</u>	1/8/2009	Eduardo M. Luis	Interlm	<u>4.0</u>
WS	<u>E06-WASD-06</u>	PSA	<u>Lockwood, Andrews &amp; Newnam, Inc.</u>	5/13/2009	Alex Retamar	Project conclusion or closeout	<u>3.8</u>
WS	<u>E07-WASD-07 (A) WO: 3</u>	PSA	<u>Lockwood, Andrews &amp; Newnam, Inc.</u>	2/10/2010	Eduardo M. Luis	Completion of study or design	<u>4.0</u>
WS	<u>E12-WASD-02 WO: 001</u>	PSA	<u>Lockwood, Andrews &amp; Newnam, Inc.</u>	11/25/2013	Lourdes Delgado	Project conclusion or closeout	<u>4.0</u>

Evaluation Count: 6 Contractors: 1 Average Evaluation: 3.9



14

STRATEGIC AREA: Neighborhood and Infrastructure  
 DEPARTMENT: Water and Sewer

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
 (dollars in thousands)

**WATER PIPES AND INFRASTRUCTURE PROJECTS**

PROJECT # 967190

DESCRIPTION: Replace pipe and construct infrastructure repairs

LOCATION: Countywide  
 Various Sites

DISTRICT LOCATED: Systemwide  
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Water Renewal and Replacement Fund	20,119	0	0	0	0	0	0	0	20,119

<b>TOTAL REVENUE:</b>	<b>20,119</b>	<b>0</b>	<b>20,119</b>						
-----------------------	---------------	----------	----------	----------	----------	----------	----------	----------	---------------

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,398	214	100	100	200	0	0	0	2,012
Construction	12,586	1,927	900	900	1,794	0	0	0	18,107

<b>TOTAL EXPENDITURES:</b>	<b>13,984</b>	<b>2,141</b>	<b>1,000</b>	<b>1,000</b>	<b>1,994</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,119</b>
----------------------------	---------------	--------------	--------------	--------------	--------------	----------	----------	----------	---------------

**WATER SYSTEM FIRE HYDRANT INSTALLATION**

PROJECT # 9653461

DESCRIPTION: Install fire hydrants and construct related system improvements

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide  
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Fire Hydrant Fund	11,896	4,800	5,000	5,000	5,000	5,000	5,000	0	41,696

<b>TOTAL REVENUE:</b>	<b>11,896</b>	<b>4,800</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>41,696</b>
-----------------------	---------------	--------------	--------------	--------------	--------------	--------------	--------------	----------	---------------

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	595	240	250	250	250	250	250	0	2,085
Construction	11,301	4,560	4,750	4,750	4,750	4,750	4,750	0	39,611

<b>TOTAL EXPENDITURES:</b>	<b>11,896</b>	<b>4,800</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>41,696</b>
----------------------------	---------------	--------------	--------------	--------------	--------------	--------------	--------------	----------	---------------

**WATER SYSTEM MAINTENANCE AND UPGRADES**

PROJECT # 9650181

DESCRIPTION: Maintain and develop existing water system facilities, structures, and equipment

LOCATION: Systemwide

DISTRICT LOCATED: Systemwide  
 DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Water Renewal and Replacement Fund	46,551	9,526	17,500	20,000	20,000	20,000	20,000	0	153,577
WASD Future Funding	0	0	0	0	0	0	0	162,500	162,500

<b>TOTAL REVENUE:</b>	<b>46,551</b>	<b>9,526</b>	<b>17,500</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>162,500</b>	<b>316,077</b>
-----------------------	---------------	--------------	---------------	---------------	---------------	---------------	---------------	----------------	----------------

EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Construction	37,587	18,490	17,500	20,000	20,000	20,000	20,000	162,500	316,077

<b>TOTAL EXPENDITURES:</b>	<b>37,587</b>	<b>18,490</b>	<b>17,500</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>162,500</b>	<b>316,077</b>
----------------------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	----------------	----------------

Department: Water and Sewer

2/11/2014 3:25:31 PM

**BUDGET PROJECT 967190 - (As per 2013-2014 Approved Budget)**

Project Title: 967190-WATER PIPES AND INFRASTRUCTURE PROJECTS

Project Desc: Replace pipe and construct infrastructure repairs

**CDP Project Revenue**

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
WASD Revenue Bonds So	0	0	13,025,000	0	0	0	0	0	13,025,000
Water Renewal and Rep	0	0	24,588,000	0	0	3,654,000	3,000,000	7,156,000	38,398,000

**CIIS Site Funding Info**

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
76621 - Various	0	0	37,613,000	0	0	3,654,000	3,000,000	7,156,000	51,423,000

Desc: Replace pipe and construct infrastructure repairs

	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:	
CIIS Proposed RV:	1	0	0	0	0	148,000	5,195,000	8,500,000	1,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	0	0	0	34,843,000.00
CIIS Proposed MS:	2	0	0	0	0	0	5,195,000	8,500,000	0	0	0	0	0	0	0	0	0	0	0	13,695,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

## Current Contracts for Project 967190

Dept	ContractNo	Contract Name	RTA / MCC Award / MCC Estimated Allocation	MCC Award Allocation	CIIS Award
WS	<u>E12-WASD-03</u>	Program Management Consultant and related services to establish a Comprehensive Infrastructure Assessment and Replacement Program for water transmission and distribution mains including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols.	\$2,000,000.00	\$0.00	\$200,000.00
WS	<u>E12-WASD-03</u>	Program Management Consultant and related services to establish a Comprehensive Infrastructure Assessment and Replacement Program	\$0.00	\$2,200,000.00	\$200,000.00

18

		for water transmission and distribution mains including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols.			
WS	<u>7360:</u> <u>P0064</u>	Installation of 54-Inch Gate Valves and Access Manholes on the Existing W.M. Along N.W 57 Ave	\$451,842.24	\$474,935.00	\$579,338.05
WS	<u>7360:</u> <u>P0070</u>	Emergency 48	\$125,000.00	\$0.00	\$126,362.51
WS	<u>7360:</u> <u>P0071</u>	Emergency Repair on SW 107 Ave & SW 76 St	\$80,000.00	\$0.00	\$75,047.46
WS	<u>7360:</u> <u>P0072</u>	Emergency Installation of 12 Access MH Structures on 54 & 48 Inches Water Main	\$272,011.34	\$0.00	\$222,223.37
WS	<u>7360:</u> <u>P0073</u>	Emergency Fibrwrap @ SW 68 st and 102 ave	\$330,000.00	\$0.00	Cancelled
WS	<u>7360:</u> <u>P0076</u>	FURNISH AND INSTALL 2-72 INCH BUTTERFLY VALVES IN EXISTING 72 INCH P.C.C.P.	\$481,212.75	\$0.00	\$805,963.99
WS	<u>7360:</u> <u>P0084</u>	EMERGENCY CONSTRUCTION OF SIX ACCESS MANHOLES AT VARIOUS LOCATIONS	\$139,541.80	\$0.00	\$139,541.80
WS	<u>7360:</u> <u>P0087</u>	EMERGENCY INTERIOR CARBON FIBERREHABILITATION OF THREE LG OF 54	\$200,000.00	\$0.00	\$201,300.00
WS	<u>7360:</u> <u>P0088</u>	EMERGENCY CONSTRUCTION OF 3 ACCESS MH STRUCTURES	\$95,000.00	\$0.00	\$93,303.00
WS	<u>7360:</u> <u>P0090</u>	Emergency Construction of 10 Access Manhole structures	\$272,318.20	\$0.00	\$275,036.20
WS	<u>7360:</u> <u>P0091</u>	Carbon Fiber Repairs on Lejeune	\$320,000.00	\$0.00	\$317,879.00
WS	<u>7360:</u> <u>P0092</u>	Emergency 24inch valve replacement at snake creek canal	\$23,025.00	\$0.00	\$23,025.00
WS	<u>7360:</u> <u>P0093</u>	Emergency Fiber Wrap Repair on NW 32 ave and	\$925,000.00	\$0.00	\$910,940.00

19

		67 St.		
WS	7360: <u>P0095</u>	Emergency Manhole project on bird road	\$120,000.00	\$0.00 \$233,589.56
WS	7360: <u>P0096</u>	Emergency dig and replace 3 pipe on bird road	\$195,000.00	\$0.00 \$471,175.06
WS	7360: <u>P0100</u>	4 Manholes on Miller road	\$125,000.00	\$0.00 \$111,440.00
WS	7360: <u>P0101</u>	Carbon Fiber repair on miller road and SW 127 ave	\$300,000.00	\$0.00 \$295,500.00
WS	7360: <u>P0102</u>	54 inch emergency repair on red road and west 20 street	\$800,000.00	\$0.00 \$791,500.00
WS	7360: <u>P0103</u>	Emergency Construction of 11 Access MH on Existing 48 Water main.	\$250,000.00	\$0.00 \$313,884.75
WS	7360: <u>P0104</u>	CARBON FIBER EMERGENCY	\$400,000.00	\$0.00 \$399,093.50
WS	7360: <u>P0105</u>	EMERGENCY CONSTRUCTION OF 4 ACCESS MH STRUCTURES	\$155,000.00	\$0.00 \$153,750.00
WS	7360: <u>P0106</u>	EMERGENCY REPAIR TO 20 ACCESS MANHOLES AND 4	\$457,000.00	\$0.00 \$572,159.54
WS	7360: <u>P0107</u>	Emergency Construction of 2 Access MH on Existin 48-inch Water main	\$67,000.00	\$0.00 \$92,146.42
WS	7360: <u>P0108</u>	Carbon Fiber Repair close to Hialeah Plant	\$385,000.00	\$0.00 \$378,598.90
WS	7360: <u>P0110</u>	Emergency Manhole project on	\$57,000.00	\$0.00 \$54,106.96
WS	7360: <u>P0112</u>	Emergency dig and replace on 87 ave	\$90,000.00	\$0.00 \$86,281.29
WS	7360: <u>P0114</u>	Emergency Construction of 4 Access Manhole SStructures on Existing 96 inch	\$115,000.00	\$0.00 \$142,063.00
WS	7360: <u>P0115</u>	Relocation of Blowoff 54	\$38,135.00	\$0.00 \$38,135.00
WS	7360: <u>P0118</u>	EMERGENCY CONSTRUCTION OF 7 ACCESS MANHOLE STRUCTURES	\$580,000.00	\$0.00 \$674,778.25
WS	7360: <u>P0124</u>	EMERGENCY REPAIR TO 54' PCCP	\$700,000.00	\$0.00 \$770,392.50

20

WS	<u>7360:</u> <u>P0126</u>	Emergency Repairs to 4 pipes on 54inch PCCP along 4 ave	\$500,000.00	\$0.00	\$524,220.00
WS	<u>7360:</u> <u>P0127</u>	Emergency Repair on 8 segments of 48inch pccp along sw 56st	\$990,000.00	\$0.00	\$995,136.00
WS	<u>7360:</u> <u>P0128</u>	Repair to 96 inch raw water main on sunset	\$165,000.00	\$0.00	\$165,061.50
WS	<u>7040:</u> <u>T1590</u>	Furnish and Install 10 Access MH Structures	\$194,968.00	\$0.00	\$221,856.62
WS	<u>7040:</u> <u>T1602</u>	Small Diameter Watermain Replacement Program Phase 2	\$214,600.00	\$0.00	\$288,299.70
WS	<u>7040:</u> <u>T1606</u>	SMALL DIAMETER WATERMAIN REPLACEMENT PROGRAM PHASE I	\$226,900.00	\$0.00	Cancelled
WS	<u>7040:</u> <u>T1606-R</u>	SMALL DIAMETER WATERMAIN REPLACEMENT PROGRAM PHASE I	\$226,900.00	\$0.00	\$0.00
WS	<u>7040:</u> <u>T1606-R-R</u>	SMALL DIAMETER WATERMAIN REPLACEMENT PROGRAM PHASE I	\$226,900.00	\$0.00	\$303,138.32
WS	<u>7040:</u> <u>T1656</u>	FURNISH & INSTALL 6 ACCESS MH STRUCTURES ON EXISTING 48	\$109,790.00	\$0.00	\$121,102.03
WS	<u>7040:</u> <u>T1660</u>	Furnish & Install 5 Access Manhole Structures on Existing 96 & 48 Inch Prestressed Concrete Water Mai	\$221,885.60	\$0.00	\$219,729.59
<u>WS</u>	<u>7040:</u> <u>T1729</u>	<u>FURNISH AND INSTALL 20 ACCESS MANHOLES AND 4</u>	<u>\$439,064.20</u>	<u>\$0.00</u>	<u>Cancelled</u>

Total Allocated: \$13,069,129.93 \$2,674,935.00

### Current Contracts for Sites of Project 967190

(Theses contracts are not necessarily funded from this project)

<u>Dept</u>	<u>Site NO</u>	<u>ContractNo</u>	<u>Award Allocation</u>
WS	#76621	P0064	\$451,845.24
WS	#76621	P0071	\$80,000.00
WS	#76621	P0070	\$125,000.00

21

WS	#76621	P0072	\$272,011.34
WS	#76621	T1606	\$226,900.00
WS	#76621	T1602	\$214,600.00
WS	#76621	P0076	\$481,212.75
WS	#76621	T1590	\$194,968.00
WS	#76621	T1606-R	\$226,900.00
WS	#76621	T1606-R-R	\$226,900.00
WS	#76621	P0073	\$330,000.00
WS	#76621	T1660	\$221,885.60
WS	#76621	T1656	\$109,790.00
WS	#76621	P0087	\$200,000.00
WS	#76621	P0090	\$270,178.20
WS	#76621	P0088	\$95,000.00
WS	#76621	P0084	\$139,541.80
WS	#76621	P0092	\$23,025.00
WS	#76621	E12-WASD-03	\$2,200,000.00
WS	#76621	P0093	\$925,000.00
WS	#76621	P0091	\$320,000.00
WS	#76621	P0095	\$120,000.00
WS	#76621	P0096	\$195,000.00
WS	#76621	P0103	\$250,000.00
WS	#76621	T1729	\$439,064.20
WS	#76621	P0101	\$300,000.00
WS	#76621	P0106	\$457,000.00
WS	#76621	P0107	\$67,000.00
WS	#76621	P0100	\$125,000.00
WS	#76621	P0110	\$57,000.00
WS	#76621	P0102	\$800,000.00
WS	#76621	P0112	\$90,000.00
WS	#76621	P0115	\$38,135.00
WS	#76621	P0105	\$155,000.00
WS	#76621	P0104	\$400,000.00
WS	#76621	P0118	\$580,000.00
WS	#76621	P0108	\$385,000.00
WS	#76621	P0124	\$700,000.00
WS	#76621	P0114	\$0.00
WS	#76621	P0127	\$990,000.00
WS	#76621	P0126	\$0.00
<u>WS</u>	<u>#76621</u>		<u>\$165,000.00</u>

22

P0128

Total Allocated: \$13,647,957.13

Search for Site Number

Search for Budget Project Number

**DATE:** October 1, 2013

**TO:** Lester Sola, Director  
Internal Services Department

**FROM:** Sherri McGriff, Division Director, Business Opportunity Support Services  
Department of Regulatory and Economic Resources  
Small Business Development

**SUBJECT:** Compliance Review  
Project No. E12-WASD-03  
Program Management Consultant and Related Services to Establish a Comprehensive Infrastructure

---

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 25% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Arcadis U.S. Inc. #1, Lockwood, Andrews & Newnam, Inc. #2, and HDR Engineering, Inc. #3, for compliance review. Following is the pre-award compliance status and summary.

**STATUS:**

- |  |           |
|--|-----------|
| 1. Arcadis U.S. Inc. #1                | Compliant |
| 2. Lockwood, Andrews & Newnam, Inc. #2 | Compliant |
| 3. HDR Engineering, Inc. #3            | Compliant |

**SUMMARY:**

**Arcadis U.S. Inc. #1** submitted the required Letters of Agreement (LOA) listing certified CBE firms: Nova Consulting, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment, Engineering Construction Management, and Value Analysis/Life-Cycle Costing-Water & Sanitary at 10%, Cardozo Engineering, Inc. to perform W & S Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering, and Engineering Construction Management, also at 10%, J. Bonfill & Associates, Inc. to perform Surveying and Mapping-Land Surveying, Aerial Photogrammetry, and Underground Utility Location at 5%, and Nadic Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Drilling subsurface Investigations & Seismographic, and Geotechnical & Materials Engineering Services at 2%. Arcadis U.S. Inc. is in compliance with the requirements of the CBE program.

**Lockwood, Andrews & Newnam, Inc. #2** submitted the required Letters of Agreement (LOA) listing certified CBE firms: Milian, Swain & Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring and General Civil Engineering at 20%, Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 2%, Longitude Surveyors, LLC to perform Surveying and Mapping-Land Surveying and Underground Utility Location at 5%, and I. F. Rooks & Associates, Inc. to perform Aerial Photogrammetry at 2%. Lockwood, Andrews & Newnam, Inc. is in compliance with the requirements of the CBE program.

**HDR Engineering, Inc. #3** submitted the required Letters of Agreement listing certified CBE firms: A.D.A. Engineering, Inc. to perform W & S Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering, and Engineering Construction Management at 22%, Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic, Geotechnical & Materials Engineering Services, and Environmental Engineering-Contamination Assessment and Monitoring at 1%, and Zurwelle-Whittaker, Inc. to perform Surveying and Mapping-Land Surveying, Aerial Photogrammetry, and Underground Utility Location at 2%. HDR Engineering, Inc. is in compliance with the requirements of the CBE program.

SBD have verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of September 1, 2013. Additionally, a review of the History of Violations Report as of September 27, 2013 confirms that the aforementioned firms have no open violations.

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

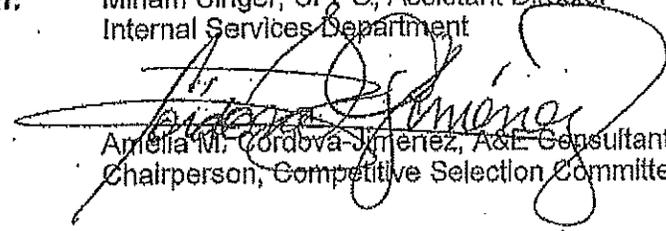
# Memorandum

MIAMI DADE  
COUNTY

**Date:** December 19, 2013

**To:** Lester Sola, Director  
Internal Services Department

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

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

**Subject:** NEGOTIATION AUTHORIZATION  
Negotiations Authorization Memorandum  
Water and Sewer Department  
Program Management Consultant and Related Services to Establish a  
Comprehensive Infrastructure Assessment and Replacement Program for Water  
Transmission and Distribution Mains  
ISD Project No. E12-WASD-03

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

**ISD Project No.:** E12-WASD-03

**Project Title:** Program Management Consultant and Related Services to Establish a Comprehensive Infrastructure Assessment and Replacement Program for Water Transmission and Distribution Mains

**Scope of Services Summary:** WASD will require professional engineering services from one (1) qualified consultant to devise and establish a comprehensive program for pipeline infrastructure evaluation and renewal; including condition assessment, risk determination, project identification and prioritization of necessary water main remediation projects of all diameters. The renewal criteria may be based on pipeline material, age, size, maintenance history, condition, area impacted or other criteria identified in the appraisal. The evaluation/prioritization protocol will propose a method, utilizing an accepted model, such as the American Water Works and Research Foundation (AWWARF) model and KANEW model, to relate the probability of failure to the consequences of failure, and to establish the overall priority of the project being evaluated. This task will also include investigating various renewal and replacement methods available and establishing protocols to determine the most cost effective method to be utilized in any given situation. It is intended that the program established will make full use of the numerous condition assessment, leak detection and trench-less rehabilitation technologies for potable water applications including visual inspection, limited exterior inspection, and electromagnetic testing (EMT) which have emerged in recent years. The program will provide the organizational structure required for implementation of the rehabilitation of the County's water system for the next 30 years while maximizing the impact of available funding.

The second phase of this project will entail the utilization of the program plan to administer, through the Program Management Team, the actual evaluation and rehabilitation of the deteriorated assets. The Program Management Team will consist of consultants and WASD personnel working in parallel functions as a team to provide the various program management functions such as design and construction management (both in-house and contract), record keeping, asset allocation, and overall program organization. Over time the consultant's role is to be diminished and WASD's role increased until the program is solely administered by WASD staff.

Engineering services are anticipated to include, but not be limited to, generating evaluation criteria for the various pipe materials and sizes in the WASD system, creating protocols for utilization of alternative, renewal and replacement technologies, coordinating and training WASD personnel, preparing design reports, drawings and contract specifications, and permitting and procurement activities. Construction management services are required to provide technical support during construction. Technical support during construction is anticipated to include, but not be limited to, periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, review contract schedules and schedule of values, and review as-built drawings. Project coordination services are anticipated to include, but not be limited to, establishing a plan to implement projects, establishing and tracking project schedules, budgets and deadlines, preparing status reports, and attending meetings as requested.

Interested professional services consultants must have five (5) years of similar work experience from the date of the solicitation as listed below:

- a) Documented experience in conducting the evaluation of the condition of utility assets using state of the art technologies such as electromagnetic testing.
- b) Team members shall also have participated in a program management effort at a major utility which included identifying, prioritizing and rehabilitating deteriorated pipelines and facilities.
- c) Firms under category 19.06 should have a minimum five (5) years' experience from the date of this solicitation:
  - 1) Value analysis and life-cycle costing services should be conducted by a firm with direct experience in evaluating program management involving utility pipelines.
  - 2) Performed value analysis and life-cycle costing services for a minimum of two pipeline projects with a construction cost in excess of \$1,000,000.

**Term of Contract:** One PSA with a not-to-exceed value of \$2,200,000 (inclusive of a contingency allowance) for an effective term of three (3) years (not inclusive of the warranty administration period).

**Community Business Enterprise Goal/Measure:** The Department of Regulatory and Economic Resources (RER) established, on September 18, 2013, that an twenty-five percent (25%) Community Business Enterprise (CBE) goal be applied to this project.

**Request to Advertise (RTA) Stamped by the Clerk of the Board (COB):** March 22, 2013.

**Number of Proposals Received:** Three (3) proposals were received by the Clerk of the Board on April 25, 2013.

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

**Non-Compliance:** All respondents in compliance.

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

**Second Tier Results:** Based on a unanimous vote by the CSC all three (3) responsive respondents were short-listed. Second Tier oral presentations were required of each. 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 non-exclusive PSA for this solicitation with the top ranked firm:

Luis Aguiar, WASD  
Chris Helfrich, City of Boca Raton  
Vivian Forhat-Diaz, ISD

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

**SELECTION FOR PSA NEGOTIATION**  
**ONE AGREEMENT WITH A 25% CBE GOAL**

Lockwood, Andrews & Newnam, Inc.  
Qualitative Points - 555  
Ordinal Score - 9  
Final Ranking - 1

The following teams will serve as the alternates:

Arcadis-U.S., Inc.  
Qualitative Points - 548  
Ordinal Score - 10  
Final Ranking - 2

HDR Engineering, Inc.  
Qualitative Points - 521  
Ordinal Score - 17  
Final Ranking - 3

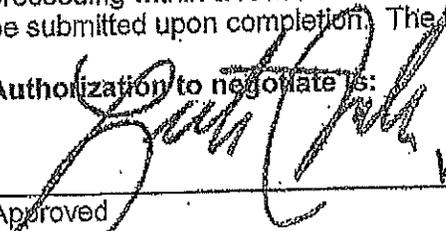
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

- 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.

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 12/27/13 Not Approved \_\_\_\_\_ Date \_\_\_\_\_

Attachments:

1. List of Respondents
2. First Tier Final Tabulation Sheet
3. Second Tier Final Tabulation Sheet

c: John Renfrow, Director, Water and Sewer Department  
Clerk of the Board of County Commissioners

ISD PROJECT NO. E12-WASD-03

# SECOND TIER TABULATION SHEET

	COMPETITIVE SELECTION COMMITTEE						SUB-TOTAL	Averages	Low Disparity	High Disparity	TOTAL	FINAL RANKING
	Luiz Aguiar, WASD	Chris Heinrich, City of Boca Raton	Jim Reynolds, Reynolds Eng. Service	Hubert Hatten, City of Hollywood	Dr. Bethin Thunzel, IU	Vivian Echeita-Diaz, RCB						
<b>1 Arcadis-U.S., Inc. - LP</b>												
1B - Knowledge of Project Scope (Max. 50 points)	45	45	45	46	48	46	275	39	26	52		
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	35	35	38	37	38	37	220	31	21	42		
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	10	7	9	10	8	9	53	8	5	10		
Tie Breakers: 1B, 2B, 3B, Total 1B, Total 2B, Total 3B												
Ordinal Scores	2	3	2	1	1	1	10				2	
<b>2 Lockwood, Andrews &amp; Newnam, Inc. - LP</b>												
1B - Knowledge of Project Scope (Max. 50 points)	48	48	50	45	45	44	280	40	27	53		
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	37	38	35	36	35	38	219	31	21	42		
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	10	8	10	10	10	8	56	8	5	11		
Tie Breakers: 1B, 2B, 3B, Total 1B, Total 2B, Total 3B												
Ordinal Scores	1	1	1	2	2	2	9					
<b>3 HDR Engineering, Inc. - LP</b>												
1B - Knowledge of Project Scope (Max. 50 points)	40	48	45	43	43	43	262	37	25	50		
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	30	38	35	35	35	35	208	30	20	40		
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	10	6	9	9	10	7	51	7	5	10		
Tie Breakers: 1B, 2B, 3B, Total 1B, Total 2B, Total 3B												
Ordinal Scores	3	2	3	3	3	3	17					
	80	92	89	87	88	85					521	

D Non-Voting Chairperson: Amelia Cordova-Jimeanz

FIRST - TIER MEETING  
 SEPTEMBER 24, 2013  
 MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT  
 PROGRAM MANAGEMENT CONSULTANT AND RELATED SERVICES  
 TO ESTABLISH A COMPREHENSIVE INFRASTRUCTURE ASSESSMENT AND  
 REPLACEMENT PROGRAM FOR WATER TRANSMISSION  
 AND DISTRIBUTION MAINS  
 ISD PROJECT NO. E12-WAS-03

# TABULATION SHEET

FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORIGINAL SCORES	ORDINAL RANKING	FINAL RANK
	Luis Aguilar (WASD)	Vivian Forhat-Diaz (RER)	Dr. Bernn Tansel (FIU)	Hubert Barnes (City of Hollywood)	Jim Reynolds (RES, Inc.)									
1	ARCADIS U.S., INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)													
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)													
	3A - Past Performance of the Firms (Max. 20 points)													
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)													
	5A - Ability of team members to interface with the County (Max 5 points)													
	43	43	45	46	45	42	44	29	59	522				
	18	18	20	17	20	18	19	12	25					
	20	17	16	20	15	15	17	12	23					
	3	3	3	3	2	2	3	2	4					
	5	4	5	4	5	5	5	3	6					
	89	85	89	90	87	87								
	2	2	2	1	1	3								
	Ordinal Scores													
	Dropped Scores													
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.													
2	LOCKWOOD, ANDREWS & NEWMAN, INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)													
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)													
	3A - Past Performance of the Firms (Max. 20 points)													
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)													
	5A - Ability of team members to interface with the County (Max 5 points)													
	45	43	40	45	35	45	42	28	56	507				
	18	17	20	17	15	18	18	12	23					
	20	18	15	15	15	18	17	11	22					
	4	4	4	4	3	3	4	2	5					
	5	4	5	4	3	5	4	3	6					
	92	86	86	85	71	89								
	1	1	3	2	3	2								
	Ordinal Scores													
	Dropped Scores													
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.													
3	HDR ENGINEERING, INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)													
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)													
	3A - Past Performance of the Firms (Max. 20 points)													
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)													
	5A - Ability of team members to interface with the County (Max 5 points)													
	40	41	45	40	40	47	42	28	56	572				
	18	17	20	16	20	18	18	12	24					
	20	17	17	18	15	15	17	11	23					
	5	5	5	5	5	5	5	3	7					
	5	4	5	4	5	5	5	3	6					
	88	84	92	88	85	90								
	3	3	1	3	2	1								
	Ordinal Scores													
	Dropped Scores													
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.													

NOTE: RESULTS ARE PENDING ISSUANCE OF COMPLIANCE REVIEW REPORT ON CBE PARTICIPATION PROVISIONS BY RER

31

Fernando V. Penassi, MA-Arch., LEED®AP, ISD Chairperson



**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT**

**LIST OF RESPONDENTS**

**SD Project Name:** Program Management Consultant and Related Services to Establish a Comprehensive Infrastructure  
**ISD Project No.:** E12-WASD-03  
**Measures:** 25% CBE goal  
**Number of Agreements:** 1  
**Contract Type:** PROJECT SPECIFIC  
**Submittal Date:** 04/25/2013

**Submittal No:** 1

**Prime Name:** ARCADIS U.S., INC.  
**Trade Name:** ARCADIS G&M, INC:

**Prime Local Preference:** Yes  
**FEIN No.:** 570373224

Subs Name	Trade Name	Subs FEIN No.
a. URS CORPORATION SOUTHERN	GREINER SOUTHERN, INC.	592087895
b. KING ENGINEERING ASSOCIATES, INC.		591782900
c. HAZEN AND SAWYER, P.C.		132904652
d. CARDOZO ENGINEERING, INC.		650956092
e. NADIC ENGINEERING SERVICES INCORPORATED	NES	300052251
f. NOVA CONSULTING, INC.		650577672
g. J BONFILL AND ASSOCIATES INC.		650133546
h. INFRAPLAN, LLC		262532141

**Submittal No:** 2

**Prime Name:** LOCKWOOD, ANDREWS & NEWNAM, INC.  
**Trade Name:**

**Prime Local Preference:** Yes  
**FEIN No.:** 741381591

Subs Name	Trade Name	Subs FEIN No.
a. CDM SMITH, INC.	CAMP DRESSER & MCKEE INC	042473650
b. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
c. LONGITUDE SURVEYORS, LLC	P(3)SM, LLC	364551726
d. GEOSOL, INC.		650997886
e. I. F. ROOKS & ASSOCIATES INC.		591262871
f. MEDIA RELATIONS GROUP, LLC		200118620



MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT

**LIST OF RESPONDENTS**

ISD Project No.: E12-WASD-03

Measures: 25% CBE goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 04/25/2013

Submittal No: 3

Prime Local Preference: Yes

Prime Name: HDR ENGINEERING, INC.

FEIN No.: 470680568

Trade Name: HDR ACQUISITION SERVICES, INC.

Subs Name	Trade Name	Subs FEIN No.
a. CH2M HILL, INC.		590918189
b. A.D.A. ENGINEERING, INC.		592064498
c. ZURWELLE-WHITTAKER, INC.		590519990
d. GEOSOL, INC.		650997886



---

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT  
PROGRAM MANAGEMENT CONSULTANT AND RELATED SERVICES TO  
ESTABLISH A COMPREHENSIVE INFRASTRUCTURE ASSESSMENT AND  
REPLACEMENT PROGRAM FOR WATER TRANSMISSION AND DISTRIBUTION  
MAINS INCLUDING PREPARATION OF CONDITION EVALUATIONS, FORENSIC  
ANALYSIS, RISK ASSESSMENTS AND RENEWAL OPTION PROTOCOLS  
ISD PROJECT NUMBER E12-WASD-03  
AGREEMENT NO. 14LANI005**

---

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT**

Made as of the \_\_\_ day of \_\_\_\_\_ in the year 2014.

**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 MANAGEMENT CONSULTANT:**

Name: Lockwood, Andrews & Newnam, Inc.

FEIN: 74-381591

Address: 5200 Blue Lagoon Drive, Suite 700  
Miami, Florida 33126

Phone Number: 305-444-6454

Fax Number: 305-461-3686

E-mail Address: rortega@lan-inc.com

**The PROGRAM MANAGEMENT CONSULTANT shall include its officials, successors, legal representatives and assigns.**

**The COUNTY and the PROGRAM MANAGEMENT CONSULTANT agree as set forth herein:**

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN  
 MIAMI-DADE COUNTY  
 AND  
 LOCKWOOD, ANDREWS & NEWNAM, INC.  
 AGREEMENT NUMBER 14LANI005

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 .....	11
5.	PROGRAM MANAGEMENT CONSULTANT 'S RESPONSIBILITIES .....	12
6.	TASK AUTHORIZATION: TIME FOR COMPLETION .....	13
7.	DELAY IN PERFORMANCE .....	14
8.	FORCE MAJEURE.....	14
9.	CHANGE OF PRINCIPAL AND/OR SENIOR PROJECT MANAGER.....	15
10.	COMPENSATION FOR SERVICES .....	15
11.	METHODS OF PAYMENT .....	20
12.	SCHEDULE OF WORK.....	21
13.	RIGHT OF DECISIONS.....	21
14.	OWNERSHIP OF DOCUMENTS .....	21
15.	PRESS RELEASE OR OTHER PUBLIC COMMUNICATION .....	22
16.	NOTICES .....	22
17.	AUDIT RIGHTS .....	22
18.	SUBCONSULTANTS .....	23
19.	PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS .....	24
20.	SOLICITATION .....	24
21.	WARRANTY.....	24
22.	TERMINATION OF AGREEMENT .....	25
23.	DURATION OF AGREEMENT .....	25
24.	DEFAULT .....	25
25.	CONSEQUENCE FOR NONPERFORMANCE .....	25
26.	INDEMNIFICATION AND HOLD HARMLESS .....	26
27.	INSURANCE .....	26
28.	COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS .....	27
29.	PUBLIC ENTITY CRIMES.....	29
30.	SUSTAINABLE BUILDING PROGRAM .....	29
31.	PROPRIETARY INFORMATION.....	30
32.	AFFIRMATIVE ACTION PLAN.....	30
33.	EQUAL OPPORTUNITY .....	30
34.	OFFICE OF THE COUNTY INSPECTOR GENERAL.....	31

35.	INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL.....	33
36.	PUBLIC RECORDS AND CONTRACTS.....	34
37.	PERFORMANCE EVALUATIONS .....	34
38.	ETHICS COMMISSION.....	34
39.	ASSIGNMENT OF AGREEMENT .....	34
40.	ENTIRETY OF AGREEMENT .....	35
41.	HEADINGS.....	35
42.	BINDING EFFECT .....	35
43.	NO THIRD PARTY RIGHTS.....	35
44.	NON-EXCLUSIVITY .....	35
45.	MODIFICATION .....	35
46.	GOVERNING LAW.....	35
47.	SECURITY RESTRICTIONS.....	35
48.	SANCTIONS FOR CONTRACTUAL VIOLATIONS.....	36
49.	SEVERABILITY.....	36
50.	DRAFTING RESPONSIBILITY.....	36
51.	SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST .....	37
	SIGNATURES .....	38
	ATTACHMENTS .....	39

## THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and LOCKWOOD, ANDREWS & NEWNAM, INC., a Texas corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "PROGRAM MANAGEMENT CONSULTANT".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the PROGRAM MANAGEMENT CONSULTANT to provide program management and related services to establish a comprehensive infrastructure assessment and replacement program for water transmission and distribution mains including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols.

### 1. DEFINITIONS

**ADDITIONAL SERVICES:** Those services, in addition to the Scope of Services in this Agreement, which the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT, 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 MANAGEMENT CONSULTANT 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](http://www.miamidade.gov).

APPLICATION FOR PAYMENT: The PROGRAM MANAGEMENT CONSULTANT invoice and associated documentation required for submittal to 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 MANAGEMENT CONSULTANT 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.

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 MANAGEMENT CONSULTANT".

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 10(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.

**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 PROGRAM MANAGEMENT CONSULTANT directly engaged by the PROGRAM MANAGEMENT CONSULTANT 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 PROGRAM MANAGEMENT CONSULTANT 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.

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

**INSURANCE SPECIFICATIONS:** Insurance requirements of the Contract to be provided by the PROGRAM MANAGEMENT CONSULTANT and included in the Section 27 in the Contract.

**LUMP SUM:** A basis for compensation of the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT specifying the date on which the PROGRAM MANAGEMENT CONSULTANT is to proceed with the WORK and on which the Contract period begins.

**PRICE PROPOSAL:** The form by which the PROGRAM MANAGEMENT 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 MANAGEMENT CONSULTANT: The firm responsible for the overall coordination of its staff and services to be provided under the Professional Services Agreement with the COUNTY.

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 MANAGEMENT CONSULTANT to represent the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'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 10.C "Reimbursable Expenses" of this Agreement which are separately approved by the County that are incurred by the PROGRAM MANAGEMENT CONSULTANT

42

in the fulfillment of this Agreement and which are to be compensated to the PROGRAM MANAGEMENT CONSULTANT in addition to the Compensation for Services.

**SCOPE OF SERVICES (PROFESSIONAL SERVICES):** The Scope of Services consists of the program management of the overall delivery of all tasks required for development and implementation of a Comprehensive Infrastructure Assessment and Replacement Program for water transmission and distribution mains including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols comprehensive The Scope of Services to be provided by the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT to perform work under this contract, a specific allowance account or which directs the PROGRAM MANAGEMENT CONSULTANT 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 program management and related services to establish a comprehensive infrastructure assessment and replacement program for water transmission and distribution

mains including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols.

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

The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT includes, but is not limited to, the following: to devise and establish a comprehensive program for pipeline infrastructure evaluation and renewal; including condition assessment, risk determination, project identification and prioritization of necessary water main remediation projects of all diameters. The renewal criteria may be based on pipeline material, age, size, maintenance history, condition, area impacted or other criteria identified in the appraisal. The evaluation/prioritization protocol will propose a method, utilizing an accepted model (such as the American Water Works and Research

Foundation (AWWARF) model and KANEW model), to relate the probability of failure to the consequences of failure and to establish the overall priority of the project being evaluated. This task will also include investigating various renewal and replacement methods available and establishing protocols to determine the most cost effective method to be utilized in any given situation. It is intended that the program established will make full use of the numerous condition assessment, leak detection and trench-less rehabilitation technologies for potable water applications including visual inspection, limited exterior inspection, and electromagnetic testing (EMT) which have emerged in recent years. The program will provide the organizational structure required for implementation of the rehabilitation of the County's water system for the next thirty (30) years while maximizing the impact of available funding.

The second phase of this project will entail the utilization of the program plan to administer, through the Program Management Team, the actual evaluation and rehabilitation of the deteriorated assets. The Program Management Team will consist of consultants and WASD personnel working in parallel functions as a team to provide the various program management functions such as design and construction management (both in-house and contract), record keeping, asset allocation and overall program organization. Over time the consultant's role is to be diminished and WASD'S role increased until the program is solely administered by WASD staff.

Engineering services are anticipated to include, but not be limited to, generating evaluation criteria for the various pipe materials and sizes in the WASD system, creating protocols for utilization of alternative, renewal and replacement technologies, coordinating and training WASD personnel, preparing design reports, drawings and contract specifications and permitting and procurement activities. Construction management services are required to provide technical support during construction. Technical support during construction is anticipated to include, but not be limited to, periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, review contract schedules and schedule of values, review as-built drawings. Project coordination services are anticipated to include, but not be limited to, establishing a plan to implement projects, establish and track project schedules, budgets and deadlines, prepare status reports and attend meetings as requested.

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE PROGRAM MANAGEMENT CONSULTANT: The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'S sole direction, supervision and control. The PROGRAM MANAGEMENT CONSULTANT shall exercise control over the means and manner in which it and

its employees perform the work, and in all respects the PROGRAM MANAGEMENT CONSULTANT'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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT shall supply competent employees. The COUNTY may require the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT shall not replace any employee in the team initially proposed by the PROGRAM MANAGEMENT CONSULTANT without prior approval from the Director or the Director's designee. The PROGRAM MANAGEMENT CONSULTANT 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 "B" to this Agreement. All employees engaged in this Project will be required to submit the attached conflict of interest "Affidavit" as Attachment "C".

5. PROGRAM MANAGEMENT CONSULTANT'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the PROGRAM MANAGEMENT CONSULTANT 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

MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT shall not be compensated for the correction of errors and omissions on the part of the PROGRAM MANAGEMENT CONSULTANT, 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 MANAGEMENT CONSULTANT 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 PROGRAM MANAGEMENT CONSULTANT.
- L. The COUNTY reserves the right to require background checks on PROGRAM MANAGEMENT CONSULTANT'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 MANAGEMENT CONSULTANT responsible for the security of this data.
- M. All PROGRAM MANAGEMENT CONSULTANT'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 MANAGEMENT CONSULTANT will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.

6. TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION: The services to be rendered by the PROGRAM MANAGEMENT CONSULTANT 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.

7. 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 MANAGEMENT CONSULTANT shall not be entitled to an increase in the Agreement sum of payment of compensation of any kind from the COUNTY for 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence. The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT to bring any civil action for either compensable or non-compensable time extension.

8. 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 MANAGEMENT CONSULTANT 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.

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.

9. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Dennis Petersen, P.E., and Rafael Ortega, P.E. shall be the Principal and Program Manager, respectively. If the COUNTY or the PROGRAM MANAGEMENT CONSULTANT requests a change of the Principal or Program 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 Program Manager.

10. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the PROGRAM MANAGEMENT CONSULTANT agrees to accept a fee representing full compensation for the performance of the services specified herein. The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT if the COUNTY determines that the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'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

MANAGEMENT CONSULTANT'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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 \$243.00 per hour for the PROGRAM MANAGEMENT CONSULTANT and Subconsultant(s). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not to exceed the following:

Program Manager, Expert Engineer, Scientist	\$85.00
Project Manager and Registered Technical Staff	\$80.00
Non-Registered Technical Staff	\$75.00
Administrative	\$60.00
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 MANAGEMENT CONSULTANT and its Subconsultant(s), and made a part hereof as Attachment "B" 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.

50

- 4) The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 10.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 MANAGEMENT CONSULTANT unless otherwise provided for herein or within a written task authorization. The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT, payable to such Subconsultant(s).
- 6) The PROGRAM MANAGEMENT CONSULTANT shall promptly make all payments to such Subconsultant(s) following receipt by the PROGRAM MANAGEMENT CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'S rates referenced above unless otherwise approved in advance by the Director.
- 7) The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT.
- 8) Not To Exceed: Under this compensation, the PROGRAM MANAGEMENT CONSULTANT 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 10.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 MANAGEMENT CONSULTANT. 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the PROGRAM MANAGEMENT CONSULTANT shall maintain accurate records in a format and procedure provided by WASD, and the PROGRAM MANAGEMENT CONSULTANT shall submit said records with their invoices.
  - 3) Reimbursable expenses of the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT pursuant to this Agreement shall not exceed two million dollars (\$2,000,000.00), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the PROGRAM MANAGEMENT CONSULTANT.
- E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the PROGRAM MANAGEMENT CONSULTANT after the two million dollars (\$2,000,000.00) 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 two hundred thousand dollars (\$200,000.00). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the PROGRAM MANAGEMENT CONSULTANT. The task authorization must clearly identify, explain and justify the reason for the additional services. The PROGRAM MANAGEMENT CONSULTANT shall have no entitlement to any of these funds unless a task authorization is issued to the PROGRAM MANAGEMENT CONSULTANT by the Director. 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 MANAGEMENT CONSULTANT 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.
- 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 "D". The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'S payroll prior to issuing a task authorization to proceed.

H. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of Section 10 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 MANAGEMENT CONSULTANT, mutually acceptable to COUNTY and PROGRAM MANAGEMENT CONSULTANT, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

11. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the PROGRAM MANAGEMENT CONSULTANT, 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT, including payments to Subconsultant(s). The MUR format is attached as Attachment "E". 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 10 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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.

12. SCHEDULE OF WORK: WASD shall have the sole right to determine on which units or sections of the work the PROGRAM MANAGEMENT CONSULTANT 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.

13. RIGHT OF DECISIONS: All services shall be performed by the PROGRAM MANAGEMENT CONSULTANT 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.

14. 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 MANAGEMENT CONSULTANT or owned by a third party and licensed to the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the PROGRAM MANAGEMENT CONSULTANT shall not disclose, release, or make

available any document to any third party without prior written approval from the COUNTY. The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

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

15. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION: Under no circumstances shall the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the PROGRAM MANAGEMENT CONSULTANT or such parties has been approved or endorsed by the COUNTY.

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

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

18. SUBCONSULTANTS:

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

- CDM Smith, Inc.
- Geosol, Inc. (CBE)
- I.F. Rooks & Associates, Inc.(CBE)
- Longitude Surveyors, LLC (CBE)
- Media Relations Group, LLC
- Milian, Swain & Associates, Inc.(CBE)

The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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-five percent (25%) on the total amount of compensation for engineering services authorized under this Agreement. The PROGRAM MANAGEMENT CONSULTANT 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 "F". 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.

19. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The PROGRAM MANAGEMENT CONSULTANT agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT agrees to provide the COUNTY with a copy of its dispute resolution.

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

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

22. 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 MANAGEMENT CONSULTANT shall be payment, in accordance with Section 10. 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 MANAGEMENT CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT, elect to employ other persons to perform the same or similar services.
23. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of three (3) years after the date of execution of this Agreement. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to, indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Section 10 herein.
24. DEFAULT: If the PROGRAM MANAGEMENT CONSULTANT fails to comply with the provisions of this Agreement, the Director may declare the PROGRAM MANAGEMENT CONSULTANT in default by ten (10) days prior written notification. In such event, the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT for reasonable attorney's fees and court costs.
25. CONSEQUENCE FOR NONPERFORMANCE: Should the PROGRAM MANAGEMENT CONSULTANT fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the services,

the PROGRAM MANAGEMENT CONSULTANT shall be liable for any damages to the COUNTY resulting from such delay.

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

27. INSURANCE: The PROGRAM MANAGEMENT CONSULTANT, 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 27.

Compliance with the foregoing requirements shall not relieve the PROGRAM MANAGEMENT CONSULTANT 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.

28. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

- A. The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'S obligations hereunder. The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'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 MANAGEMENT CONSULTANT shall execute the attached Affirmation of Vendor Affidavits, attached hereto as Attachment "G":
- 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 "H".
- 12) False Claims, Ordinance No. 99-152; and
- 13) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code; Attachment "I".

29. 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.

30. 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.

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

32. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT to the COUNTY.

33. EQUAL OPPORTUNITY: The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT agrees to state in all solicitations or advertisements for

employees placed by or on behalf of the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT further agrees that he will comply with the requirements of the Americans with Disabilities Act.

34. 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT, 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT'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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- B. The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT, its officers, agents, employees, subcontractors and suppliers. The PROGRAM MANAGEMENT CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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.

35. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT, its officers, agents and employees, lobbyists, County staff and elected officials.

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

36. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY: The PROGRAM MANAGEMENT CONSULTANT shall comply with the State of Florida 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 PROGRAM MANAGEMENT CONSULTANT 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 PROGRAM MANAGEMENT CONSULTANT does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

37. 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 MANAGEMENT CONSULTANT 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.

38. 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.

39. 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.

40. 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.
41. 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.
42. BINDING EFFECT: This Agreement shall inure to the benefit of and shall be binding upon the PROGRAM MANAGEMENT CONSULTANT and the COUNTY and their respective successors, assigns and legal representatives.
43. NO THIRD-PARTY RIGHTS: This Agreement is exclusively for the benefit of the COUNTY and PROGRAM MANAGEMENT CONSULTANT and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.
44. 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 MANAGEMENT CONSULTANT or Consultant to perform like services for WASD. The PROGRAM MANAGEMENT CONSULTANT shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other PROGRAM MANAGEMENT CONSULTANT or Consultant to perform any such like services.
45. 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.
46. 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.
47. SECURITY RESTRICTIONS: Access to certain COUNTY property is restricted. The PROGRAM MANAGEMENT CONSULTANT is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the PROGRAM MANAGEMENT CONSULTANT needs access to such COUNTY property, the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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.

48. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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 if by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.
49. 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.
50. 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.

51. 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 MANAGEMENT CONSULTANT certifies that the PROGRAM MANAGEMENT CONSULTANT 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 MANAGEMENT CONSULTANT 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.

(This page was intentionally left blank)

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:

LOCKWOOD, ANDREWS & NEWNAM,  
INC. (Corporate Seal)

By: John J. Chrostek  
Signature  
John J. Chrostek, Secretary  
Print Name

By: Rafael Ortega  
Signature  
Rafael Ortega, Vice President  
Print Name

STATE OF Texas  
COUNTY OF Harris

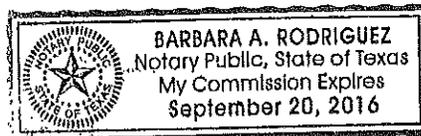
The foregoing Instrument was acknowledged before me this 12th day of February 2014, by Rafael Ortega, as President, and John J. Chrostek, as Secretary, of LAN, Leo A Daly, a representative, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Barbara A. Rodriguez  
Notary Public  
Barbara A. Rodriguez  
Print Name

Serial Number

Approved for Legal Sufficiency:

[Signature]  
Assistant County Attorney



## ATTACHMENTS

Attachment A	Proposal for Engineering Services and Labor Expenses
Attachment B	Labor Rates/Table of Organization
Attachment C	Conflict of Interest Affidavit
Attachment D	Truth-In-Negotiation Certificate
Attachment E	Monthly Utilization Report
Attachment F	ISD Form #7 Subcontractor/Supplier Listing
Attachment G	Affirmation of Vendor Affidavits
Attachment H	ISD Form #10 Subcontracting/Payment Report
Attachment I	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 2.6		Task 3		Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 X 6)
				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
St. 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	
Lodging (by days)		to	
Car Rental (by days)		See Attached "Maximum Daily Lodging Rates"	
Gas (for rental cars only)		\$55.00/day	
		\$5.75/gallon	
Food		\$7.00 (when travel begins before 8 a.m. and extends beyond 8 a.m.)	
		\$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
		\$18.00 (when travel begins before 8 p.m. and extends beyond 8 p.m.)	
Mileage		\$0.48529/mile (for use of personal vehicle)	
Subtotal Direct Expense			\$ -
Total Labor and Direct Expenses =			\$ -
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.

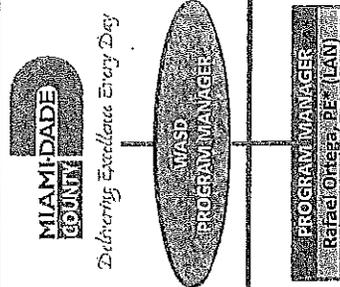
Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Applicable Permit Fees (F.R.S., 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. \$ -

7A



1. INVENTORY	2. VALUATION	3. CONDITION ASSESSMENT	4. PRIORITIZATION	5. IMPLEMENTATION
J. Lozano, PE (CDM) 6:01, 6:02, 6:03, 16:00	Ricardo Mejia, PE (LAN) 16:04, 6:07, 6:08, 16:00	Greg Henry, PE (LAN) 16:01, 6:09, 6:03, 11:00, 16:00	Jan Mead, PE (CDM) 16:01, 6:02, 6:03, 16:00	Nicholas Merino, Jr., PMP (CDM) 16:01, 6:02, 6:03, 10:05, 11:00, 16:00, 17:00
DOCUMENT RESEARCH / ANALYSIS / DATA GAP ANALYSIS	HYDRAULIC MODEL OF THE SYSTEM	MAINTENANCE, INDTS & MATERIAL TESTING COORDINATION	PRIORITY MATRIX (TECHNICAL, SOCIAL & ENVIRONMENTAL)	REPLACEMENT / REHABILITATION ANALYSIS & DESIGN
Andrew Baranowski (CDM) Joshua Metcalfe, PE (LAN) Jason Johnson, PE (CDM) Daniel R. Meiner, PE (CDM)	M. Hondschoot, PE (LAN) E. Estrada, PE (CDM) G. Military, PE (MSA)	John Montalvo (LAN) C. Benavides, EI (LAN)	M. Ramos, PE (LAN) J. Nakashima, PE (LAN) W. Miles, PE (CDM) James B. Corbin (CDM)	W. Miles, PE (CDM) J. Sanchez, PE (CDM) Eduardo Cardo, PE (LAN) M. Ramos, PE (LAN)
UTILIZATION OF WASTD GEOGRAPHIC INFORMATION SYSTEMS	IMPLEMENTATION AND RISK ANALYSIS CORROSION ASSESSMENT	RESULTS VS. IVO / CONST. INSP. REPORTS / LEADS DATA	COST ESTIMATING & MANAGEMENT	CONSTRUCTION ADMINISTRATION & MANAGEMENT
James P. Corbin (CDM) Derek St. John, PE (LAN) Nick Mangano, PE, CFM	Bob Cardo, PE (LAN) George Iusani (LAN)	Williushita, PE (LAN) H. Street, PE (LAN) P. Planas, PE (LAN)	D. Swain (MSA) G. Millan, PE (MSA) Julio Marcano (MSA)	John Montalvo (LAN) J. Crans, PE (CDM) B. Duff, PE (CDM)
AERIAL PHOTOGRAPHY [15:02]	GEOTECHNICAL [9:00, 9:02]	SURVEYING & SOE [15:09, 15:05]	PUBLIC INVOLVEMENT PLAN Alida Ana Gonzalez (MRG)	
Ike Fooks, PSM (IFR & A)	Oracio Riccobono, PE (GEO/SOL)	Eduardo Suarez, PSM (LS)		

FIRM	FEIN#	TECHNICAL CERT. CATEGORIES
Lockwood, Andrews & Newnam, Inc. - (LAN)	7814-13591	6:01, 6:02, 6:03, 11:00, 16:00, 17:00 & 19:06
CDM Smith Inc. - (CDM)	04-2473650	6:01, 6:02, 6:03 & 19:06
Millan, Swain & Associates, Inc. - (MSA)	65-0094999	10:05, 16:00 & 17:00
Longitude Surveyors, - (LS)	36-4351726	15:01 & 15:03
Gaoso, Inc. (GEO/SOL)	65-0997886	9:01 & 9:02
I. F. Rooks & Associates Inc. (IFR & A)	59-1262871	15:02
Media Relations Group, LLC (MRG)	20-0118620	N/A

75



Lockwood, Andrews & Newnam, Inc.  
A LEO A DALY COMPANY

February 5, 2014

I hereby certify the following names, titles and rates as true and actual as of February 5, 2014. All are current employees of Lockwood, Andrews, and Newnam, Inc.

Dennis Petersen, PE	Principal	\$125.00/hr*
Tony Boyd, PE	Expert Engineer	\$80.00/hr*
Rafael Ortega, PE	Program Manager	\$85.00/hr*
Ricardo Vieira, PE	Project Manager	\$72.12/hr
Greg Henry, PE	Registered Technical Staff	\$44.71/hr
Joshua Metcalf, PE	Registered Technical Staff	\$50.48/hr
Melissa Mack, PE	Registered Technical Staff	\$60.82/hr
Derek St. John, PE	Registered Technical Staff	\$66.32/hr
Matt Manges, PE	Registered Technical Staff	\$43.27/hr
John Montalvo	Non-Registered Technical Staff	\$52.88/hr
Carlos Benavides, EIT	Non-Registered Technical Staff	\$27.88/hr
Robert Card, PE	Expert Engineer	\$71.78/hr
George Ruchti	Non-Registered Technical Staff	\$60.00/hr*
Mackrena Ramos, PE	Team Leader	\$60.10/hr*
Jeremy Nakashima, PE	Register Technical Staff	\$63.70/hr
William Wjshire, PE	Register Technical Staff	\$59.57/hr
Harrison Steed, PE	Register Technical Staff	\$47.36/hr
Ivonne Planas, PE	Register Technical Staff	\$37.50/hr
Katie Ghutzman	Administrative	\$26.44/hr
James Uhl	Noh-Registered Technical Staff	\$60.00/hr*
Diane Cintra	Clerical	\$25.00/hr

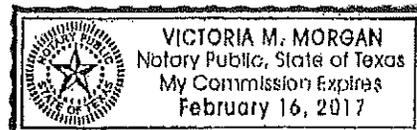
\*Rate capped

Mackrena Ramos, Associate

STATE OF TEXAS )  
COUNTY OF HARRIS )

Subscribed and affirmed to before me this 5th day of February, 2014.

Victoria M. Morgan  
Notary Public, State of Texas



76



800 Brickell Avenue, Suite 500  
 Miami, Florida 33129  
 tel: 305 372-7171  
 fax: 305 372-9167

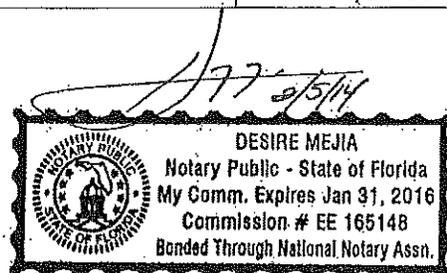
February 4, 2014

**Program Management Consultant and Related Services to Establish a Comprehensive Infrastructure and Replacement Program (E12-WASD-03)**

I hereby certify the following names, titles and rates as true and actual and as of February 4, 2014. All are current employees of CDM Smith.

Employee Name	Category	Rate (\$)
Andrew Baranowski	Registered Technical Staff	\$54.39
Bruce G. Duff	Expert Engineer	\$71.08
Daniel R. Maher	Registered Technical Staff	\$50.71
Dornelle S. Thomas	Non-Registered Technical Staff	\$31.75
Ernest Sturtz	Expert Engineer	\$75.06
Ian Mead	Registered Technical Staff	\$53.67
James E. Crane	Expert Engineer	\$62.43
James R. Carolan	Non-Registered Technical Staff	\$63.38
John Schroeder	Registered Technical Staff	\$61.17
Layla L. Llewelyn	Registered Technical Staff	\$48.40
Matthew B. Johnson	Registered Technical Staff	\$55.29
Nicholas Maxin	Expert Engineer	\$73.22
Sue S. Rodriguez	Clerical, document control staff	\$21.64
Wayne Miles	Expert Engineer	\$86.77
William J. Craven	Registered Technical Staff	\$47.77
Phyllis Thomas	Administrative	\$31.16

Ignacio L. Lizama, P.E.  
 Associate  
 CDM Smith Inc.



ILL/sr  
 File: \\miasvr01\Documents\ Rates



# GEOSOL, INC.

Program Management Consultant and Related Services  
to Establish a Comprehensive Infrastructure Assessment  
and Replacement Program for Water Transmission and Distribution Mains  
CONTRACT No.: E12-WASD-03

DATE PREPARED: JANUARY 29, 2014

## EMPLOYEE CATEGORY & CERTIFIED WAGE RATES

PROFESSIONAL TITLE	STAFF NAME	2014		PROPOSED CONTRACT HOURLY RATE (\$) "BURDENED"
		"CURRENT" HOURLY RATE (\$) "UNBURDENED"	"PROPOSED" CONTRACT HOURLY RATE (\$) "UNBURDENED"	
EXPERT ENGINEER	Oracio Riccobono, P.E.	56.49	56.49	167.00
PROJECT MANAGER	Adnan Ismail, P.E.	43.71	43.71	124.57
REGISTERED TECHNICAL STAFF	Juan C. Gonzalez, P.E.	28.85	28.85	82.22
NON-REGISTERED TECHNICAL STAFF	Jose Gonzalez	28.40	28.40	80.94
NON-REGISTERED TECHNICAL STAFF	Roberland Morales	27.86	27.86	79.40
ADMINISTRATIVE	Shuo Zhang	25.75	25.75	73.39
CLERICAL	Aurora Riccobono	35.30	25.00	71.25

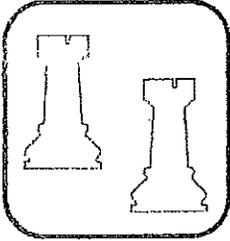
MIAMI-DADE APPROVED MULTIPLIER = 2.85

I HEREBY CERTIFY THAT THE ABOVE NAMES, TITLES AND RATES ARE AS TRUE AND ACTUAL AS OF JANUARY 22, 2014.  
ALL ARE CURRENT EMPLOYEES OF GEOSOL, INC.

RESPECTFULLY SUBMITTED BY  
GEOSOL, INC.



ORACIO RICCOBONO, P.E.  
PRESIDENT

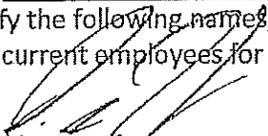


# I. F. ROOKS & ASSOCIATES, INC.

## PHOTOGRAMMETRY

Job Classification	Personnel	Current Salary 2014
Principal	Ike Rooks, PSM	\$92.31
Non Registered Technical Staff/ (Production Manager)	Mike Miller	\$38.47
Non Registered Technical Staff (Mapper)	Humberto Bolivar	\$28.00
Non Registered Technical Staff (Mapper)	Jose Betancourt	\$28.00
Registered Technical Staff/ (Certified Photogrammetrist)	Maurice Elliot, CP	\$33.66
Non Registered Technical Staff (CADD Computer Tech)	Nathan Fry	\$19.00
Registered Technical Staff (Certified Photogrammetrist)	David Vineyard, CP	\$28.00
Non Registered Technical Staff (CADD Computer Tech)	Kelly Goodman	\$20.00
Non Registered Technical Staff (Lab Processor)	Andy Bruce	\$19.38

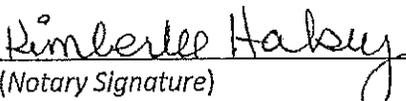
I hereby certify the following names, titles and true raw hourly rates as true and actual as of February 5, 2014. All are current employees for I. F. Rooks & Associates, Inc.

  
 \_\_\_\_\_  
 Isaac F. Rooks, Jr. / President

2/5/14  
 \_\_\_\_\_  
 Date

Notary:  
 STATE OF FLORIDA  
 COUNTY OF HILLSBOROUGH

Before me, the above signed authority, personally appeared Isaac F. Rooks, Jr. who is personally known to me and is duly sworn. Sworn and subscribed to before me this 5th day of February, 2014.

  
 \_\_\_\_\_  
 (Notary Signature)

6-24-16  
 \_\_\_\_\_  
 My Commission Expires



KIMBERLEE HALSEY  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# EE853911  
 Expires 6/24/2016

February 5, 2014

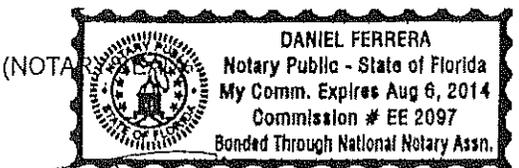
I hereby certify the following names, titles and rates as true and actual as of February 4, 2014. All are current employees of Longitude Surveyors LLC.

Suarez, Eduardo M.	Surveyor & Mapper	\$29.50
Subla, Jacqueline	Administrative	\$26.43
Adler III, John H.	Surveyor & Mapper	\$17.50
Cuneo, Carlos	Party Chief	\$20.00
Bullt, Yoan	Instrument Man/Underground Utility	\$20.00
Genevrino, John	Party Chief	\$18.00
Ramon, Yisiel	Party Chief	\$16.00
Fortun Romero, Angel L.	Party Chief	\$13.00
Centeno, Marlon O.	Instrument Man	\$12.00
Higgins, Timothy H.	Instrument Man	\$13.00
Llopiz, Roelmer	Instrument Man	\$8.00
Yasmani Gomez	Rodman	\$8.00
Oliver Hernandez	Rodman	\$8.00
Cooke, Richard	Senior Drafter	\$20.50
Ferrera, Daniel	Senior Drafter	\$20.00
Rodriguez, Daniel	Drafter	\$14.00
Lopez, Javier	Drafter	\$10.00
Gonzalez, Miriam	Receptionist	\$8.00

*Eduardo M. Suarez*  
 Eduardo M. Suarez  
 President

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 5 day of FEB., 2014, by EDUARDO M. SUAREZ.



*[Signature]*  
 (Signature of Notary Public - State of Florida)  
DANIEL FERRERA  
 (Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_



Media Relations Group, LLC

Alicia Ana Gonzalez  
President

18001 Old Cutler Road, Suite 459  
Palmetto Bay, Florida 33157  
Telephone 305 254 8598  
Cellular 786 280 6645  
Fax 305 256 1613  
agonzalez@mr Miami.com

January 31, 2014

**Miami-Dade County  
Program Management Consultant and Related Services to Establish a Comprehensive Infrastructure Assessment  
and Replacement Program for Water Transmission and Distribution Mains - E12-WASD-03  
Certified Payroll Statement**

Media Relations Group, LLC is a self-certified firm. This letter is to certify that the billing rates or fee schedules contained hereon are our normal rates for such services and that the method used to arrive at the rates are the same as for both public and private sector clients.

CLASSIFICATION	EMPLOYEE	RAW RATE
Public Information Manager/Scientist	Alicia Gonzalez	\$ 80.00
Sr. Public Information Officer/Non-Registered Technical Staff	Jeanette Gorgas	\$ 36.06
Non-Registered Technical Staff	Mary Galnor	\$ 26.44

\* Based on Salary Cap

Should you have any questions, please feel free to contact me at 786-280-6645.

Respectfully,

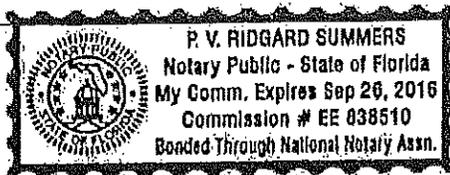
*Alicia Gonzalez*  
Alicia Gonzalez  
President

January 31, 2014  
Date

Media Relations Group, LLC

*Paulette Ridgard Summers*  
Paulette Ridgard Summers  
Notary

January 31, 2014  
Date



c: Ricardo J. Vieira, P.E.  
Director of Engineering  
Lockwood, Andrews & Newnam, Inc.



Milian, Swain & Associates, Inc.

2025 SW 32 Avenue, Suite 110, Miami, Florida 33145  
Tel: (305) 441-0123 Fax: (305) 441-0688  
www.milianswain.com

MIAMI \* FT. LAUDERDALE \* WEST PALM BEACH

## CERTIFICATION OF PAYROLL

Arsenio Milian, Expert Engineer	\$79.33
Deborah D Swain, Project Manager	\$67.31
Julio Menache, Expert Engineer	\$62.50
Gabriel Milian, Registered Technical Staff	\$38.22
Karl Holzenberg, Non-Registered Technical Staff	\$45.19
Maria Bravo, Non-Registered Technical Staff	\$49.16

This is to certify that the above payroll rates listed above for the individuals is true and correct.

*Eunice M. Chung*

Date: January 28, 2014

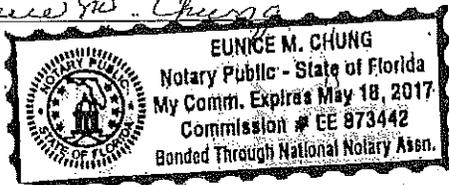


EXHIBIT "C"

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 Management Consultant to provide program management and related services to establish a comprehensive infrastructure assessment and replacement program for water transmission and distribution mains including preparation of condition evaluations, forensic analysis, risk assessments and renewal option protocols ("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 MDWASD. 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.

**TO BE COMPLETED AT NTP**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Affiant

\_\_\_\_\_  
Signature

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is personally known to me or and has/has not produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Serial Number

**Exhibit "D"**  
**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 \_\_\_\_\_

PROJECT NUMBER E 12-WASD-03

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

  
\_\_\_\_\_  
(Signature of Authorized Representative)

Title Vice President

Date 2/12/2014

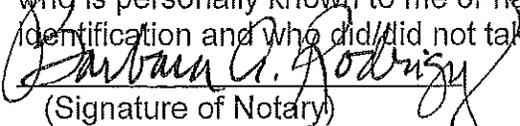
STATE OF:  
COUNTY OF:

The above certifications/verifications were acknowledged before me this day of February 12, 2014,

by Rafael Ortega  
\_\_\_\_\_  
(Authorized Representative)

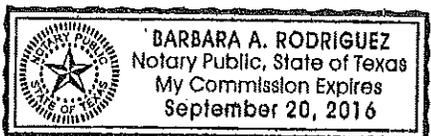
of Lockwood, Andrews + Newnam, Inc.  
\_\_\_\_\_  
(Name of Corporation, Partnership, etc.)

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

  
\_\_\_\_\_  
(Signature of Notary)

Barbara A. Rodriguez  
\_\_\_\_\_  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: \_\_\_\_\_  
My Commission Expires: 9/20/2016









EXHIBIT "G"

Miami-Dade County

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.

Federal Employer Identification Number (FEIN): 74-381591

Contract Title:

Affidavits and Legislation/ Governing Body

Table with 10 rows listing various Miami-Dade County ordinances and codes such as Ownership Disclosure, Employment Disclosure, Drug-free Workplace Certification, etc.

The following certifications pertain to Architectural/Engineering Services:

Table with 2 rows listing certifications: Required Listing of Subcontractors and Suppliers on County Contracts Certification, and False Claims Ordinance.

Affiant information: Rafael Ortega, Vice President, Lockwood, Andrews, & Neenan, Inc., 2925 Briarpark Drive, Suite 400, Houston, Texas 77042.

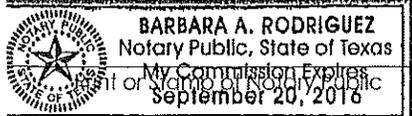
Notary Public Information

Notary Public - State of Texas County of Harris

Subscribed and sworn to before me this 12th day of February 2014

He or she is personally known to me [checked] or has produced identification [unchecked]

Signature of Notary Public: Barbara A. Rodriguez



Expiration Date: 88

Serial Number

Notary Public Seal





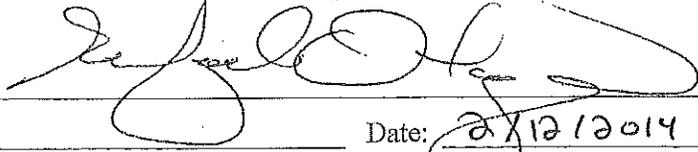
MIAMI-DADE COUNTY -- INTERNAL SERVICES DEPARTMENT (ISD)  
ISD FORM NO. 9 -- Fair Subcontracting Policies  
(Section 2-8.8 of the Miami-Dade County Code)

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 II

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

Signature of Authorized Representative:   
Title: Vice President Date: 2/12/2014  
Proposer's Name: Rafael Ortega

ATTACHMENT ~~III~~

LOCKWOOD, ANDREWS AND NEWNAM, INC. seeks to engage as broad a number of subcontractors as possible when a project with subcontracting opportunities arises. To that end, LOCKWOOD, ANDREWS AND NEWNAM, INC. will endeavor to:

- \* Notify local subcontractors of subcontracting opportunities on a project;
- \* Meet with subcontractors to answer questions regarding the project and the subcontracting opportunities associated with the project;
- \* Encourage submittal of proposals by potential subcontractors and provide them the information necessary to submit proposals;
- \* Engage those subcontractors that submit responsive proposals that meet the requirements of the project and the associated subcontracting opportunity.

LOCKWOOD, ANDREWS AND NEWNAM, INC policies and procedures for awarding subcontracts are outlined in our standard MASTER AGREEMENT BETWEEN ENGINEER AND ASSOCIATE ENGINEER FOR PROFESSIONAL SERVICES attached.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

MASTER AGREEMENT  
BETWEEN  
ENGINEER AND ASSOCIATE ENGINEER  
FOR  
PROFESSIONAL SERVICES

*Based upon EJCDC Document 1910-13 (1985 Edition).*

Adapted for Exclusive Use of  
LOCKWOOD, ANDREWS & NEWNAM, INC.  
September 2001

LAN107

92

83

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**MASTER AGREEMENT  
BETWEEN  
ENGINEER AND ASSOCIATE ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS A MASTER AGREEMENT made as of August 13, 2008 between Lockwood, Andrews & Newnam, Inc. (ENGINEER) and \_\_\_\_\_, (ASSOCIATE ENGINEER);

A. ENGINEER intends to enter into multiple agreements with OWNERS which are herein referred to as the Prime Agreements and which provide for ENGINEER's performing professional services in connection with the Projects described therein.

B. The professional services which ENGINEER will employ ASSOCIATE ENGINEER to perform under this Agreement between ENGINEER and ASSOCIATE ENGINEER will be generally described in each Work Authorization when assigned to ASSOCIATE ENGINEER.

The Scope of Services ASSOCIATE ENGINEER is to provide shall be generally described in each individual Work Authorization when assigned to ASSOCIATE ENGINEER.

ENGINEER and ASSOCIATE ENGINEER agree as set forth below:

ASSOCIATE ENGINEER shall perform services in accordance with the terms and conditions of this Agreement as ENGINEER's independent consultant for the Project; shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venture with ENGINEER; ENGINEER shall be the general administrator and coordinator of ASSOCIATE ENGINEER's services for the Project, and shall facilitate the exchange of information among the independent professional associates and consultants employed by ENGINEER for the Project as necessary for the coordination of their services.

ENGINEER and ASSOCIATE ENGINEER agree that any reference made to Exhibits A or B shall mean those exhibits to be issued pursuant to any individual Work Authorization issued by ENGINEER. Reference to section numbers means a reference to the text of this Master Agreement. ENGINEER and ASSOCIATE ENGINEER further agree as set forth below:

## SECTION 1---BASIC SERVICES OF ASSOCIATE ENGINEER

### 1.1. General.

1.1.1. When assigned a specific Work Authorization by ENGINEER, ASSOCIATE ENGINEER shall provide for ENGINEER the basic consulting services set forth in 1.1.2 through 1.1.3 below and described in detail in each Work Authorization within the time periods stipulated therein. Basic Services will be paid for by ENGINEER as indicated in Section 3 of each Work Authorization. ASSOCIATE ENGINEER shall collaborate with ENGINEER in connection with The Project and shall be bound to perform the professional engineering services undertaken hereunder for ENGINEER in the same manner and to the same extent that ENGINEER is bound by the Prime Agreement to perform such services for OWNER. All of ASSOCIATE ENGINEER's communications with OWNER or ENGINEER's other independent professional associates and consultants will be through or with the knowledge of ENGINEER. Except as set forth herein ASSOCIATE ENGINEER will not have any duties or responsibilities for any other part of the Project. ASSOCIATE ENGINEER shall perform services in character, sequence and timing so that they will be coordinated with those of ENGINEER and other independent professional associates and consultants for the Project. ASSOCIATE ENGINEER shall cooperate with ENGINEER in determining the proper share of the construction budget which shall be allocated to each Project. ASSOCIATE ENGINEER agrees to a mutual exchange of Drawings and Specifications for each Project with ENGINEER and other independent professional associates and consultants.

1.1.2. ASSOCIATE ENGINEER's Basic Services may be divided into five phases as described below:

#### 1.2. Study and Report Phase:

During the Study and Report Phase ASSOCIATE ENGINEER shall, after written authorization from ENGINEER to proceed:

1.2.1. Consult with ENGINEER to determine the requirements for The Project and confirm such requirements to ENGINEER.

1.2.2. Advise ENGINEER as to the necessity of providing or obtaining from others services or data of the types described in paragraph 3.4 and cooperate with ENGINEER in connection with any such services.

1.2.3. Identify and analyze for ENGINEER requirements of governmental authorities having jurisdiction to approve

the design of The Project and participate in consultations with such authorities.

1.2.4. Consult with and make recommendations to ENGINEER in respect of an analysis of OWNER's needs; planning surveys; site evaluations and comparative studies of prospective sites and solutions;

1.2.5. Consult with and make recommendations to ENGINEER in respect of a general economic analysis of OWNER's requirements applicable to various alternatives;

1.2.6. Consult with and make recommendations to ENGINEER relative to the preparation of Study and Report documents for The Project, which are to be in sufficient detail to indicate clearly the considerations involved (including the applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER.

1.2.7. Prepare schematic layouts, sketches and preliminary design criteria for The Project, and prepare an opinion of probable costs of The Project, including the following which will be separately itemized: Construction Cost of The Project, allowances for charges of all professionals and consultants employed by ASSOCIATE ENGINEER and for other services to be provided to OWNER or ENGINEER at the request of ASSOCIATE ENGINEER. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs of The Project." CONSTRUCTION COST is as defined in the Prime Agreement.

1.2.8. Furnish five copies of the Study and Report documents.

The duties and responsibilities of ASSOCIATE ENGINEER during the Study and Report Phase are amended and supplemented as indicated in each individual Work Authorization.

#### 1.3. Preliminary Design Phase:

After written authorization from ENGINEER to proceed with the Preliminary Design Phase, ASSOCIATE ENGINEER shall:

1.3.1. On the basis of the Study and Report documents for The Project accepted by OWNER as confirmed by ENGINEER, prepare Preliminary Design documents for The Project consisting of final design criteria, preliminary drawings and outline specifications, and written descriptions of The Project, all of which are to be approved by ENGINEER and accepted by OWNER.

1.3.2. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Total Project Costs for The Project.

1.3.3. Furnish five copies of the above Preliminary Design documents.

The duties and responsibilities of ASSOCIATE ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in each individual Work Authorization.

#### 1.4. Final Design Phase.

After written authorization from ENGINEER to proceed with the Final Design Phase, ASSOCIATE ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs as confirmed by ENGINEER, prepare for incorporation in the Contract Documents, final drawings to show the general scope, extent and character of the work to be performed by the contractor (hereinafter called the "Drawings"), of, and Specifications for, The Project. The Specifications will be prepared in conformance with the sixteen division format of the Construction Specifications Institute and otherwise will be in such form as ENGINEER may reasonably require, and they are to be approved by ENGINEER and accepted by OWNER. Advise ENGINEER as to any special provisions pertinent to The Project that should be included in the Bidding Documents of the Contract Documents.

1.4.2. Furnish to ENGINEER technical criteria, written descriptions and design data pertinent to The Project for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of The Project, and assist ENGINEER in connection therewith.

1.4.3. Advise ENGINEER of any adjustments to ASSOCIATE ENGINEER's latest opinion of probable Total Project Costs for The Project caused by changes in general scope, extent or character or design requirements or Construction Cost for The Project, and furnish a revised opinion of probable Total Project Costs for The Project based on said Drawings and Specifications.

1.4.4. If required by ENGINEER, assist in preparing those portions of the Bidding Documents and the Contract Documents that pertain to The Project (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers' Joint Contract Documents Committee).

1.4.5. Furnish five copies of the Drawings and Specifications.

The duties and responsibilities of ASSOCIATE ENGINEER during the Final Design Phase are amended and supplemented in each individual Work Authorization.

#### 1.5. Bidding or Negotiating Phase. (As Required)

After written authorization from ENGINEER to proceed with the Bidding or Negotiating Phase, ASSOCIATE ENGINEER shall:

1.5.1. Assist ENGINEER in advertising for and obtaining bids or negotiating proposals for construction, materials, equipment and services for The Project and, where applicable, attend prebid conferences.

1.5.2. Assist ENGINEER to issue addenda as appropriate to interpret, clarify or expand the Bidding Documents for The Project.

1.5.3. Consult with and advise ENGINEER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (hereinafter called the "Contractor") for those portions of the work for The Project as to which such acceptability is required by the Contract Documents.

1.5.4. Consult with and advise ENGINEER concerning, and determine the acceptability of, substitute materials and equipment proposed by Contractor which substitution prior to award of the contract is allowed by the Bidding Documents.

1.5.5. Attend the bid opening and assist ENGINEER in preparing bid tabulation sheets and in evaluating bids or proposals and in assembling and awarding the contract for The Project.

The duties and responsibilities of ASSOCIATE ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in each individual Work Authorization.

#### 1.6. Construction Phase. (As Required)

After written authorization from ENGINEER to proceed with the Construction Phase, ASSOCIATE ENGINEER shall:

1.6.1. *General Administration of Construction Contract.* ASSOCIATE ENGINEER shall consult with, advise and assist ENGINEER to act as the representative of OWNER with respect to The Project. All of ASSOCIATE

ENGINEER's communications to Contractor will be through, or with the knowledge of, ENGINEER.

1.6.2. *Visits to Site and Observation of Construction:* In connection with observations of the work of Contractor on The Project while it is in progress:

1.6.2.1. ASSOCIATE ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ASSOCIATE ENGINEER deems necessary, or as ENGINEER may request, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work on The Project. Based on information obtained during such visits and on such observations, ASSOCIATE ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep ENGINEER informed of the progress of the work on The Project.

1.6.2.2. The purpose of ASSOCIATE ENGINEER's visits to the site will be to enable ASSOCIATE ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ASSOCIATE ENGINEER during the Construction Phase; and, in addition, by exercise of ASSOCIATE ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER and ENGINEER a greater degree of confidence that the completed work of Contractor on The Project will conform generally to the Contract Documents for The Project and that the integrity of the design concept as reflected in the said Contract Documents has been implemented and preserved by Contractor. On the other hand, ASSOCIATE ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ASSOCIATE ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for The Project, for safety precautions and programs incident to said work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing its work. Accordingly, ASSOCIATE ENGINEER can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.6.3. *Defective Work:* During such visits and on the basis of such observations, ASSOCIATE ENGINEER shall consider the acceptability of Contractor's work while it is in

progress, and shall consult with and advise ENGINEER whenever ASSOCIATE ENGINEER believes that such work will not produce The Project in general conformity with the Contract Documents or that such work will prejudice the integrity of the design concept of The Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications:* ASSOCIATE ENGINEER shall assist ENGINEER in issuing necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

1.6.5. *Shop Drawings:* ASSOCIATE ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the Standard General Conditions of the Construction Contract, No. 1910-S, (1983 edit.) of the Engineers' Joint Contract Documents Committee), samples and other data which Contractor is required to submit for The Project, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes:* ASSOCIATE ENGINEER shall consult with and advise ENGINEER concerning, and determine the acceptability of, substitute or "or equal" materials and equipment proposed by Contractor for The Project, but subject to the provision of paragraph 2.1.9.

1.6.7. *Inspections and Tests:* ASSOCIATE ENGINEER shall make recommendations to ENGINEER concerning special inspection or testing of Contractor's work, and the receipt and review of all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents for The Project).

1.6.8. *Disagreements between OWNER and Contractor:* ASSOCIATE ENGINEER shall assist ENGINEER in acting as initial interpreter of the requirements of the Contract Documents for The Project and judge of the acceptability of the work thereunder and in rendering initial decisions on all claims of OWNER and Contractor relating to the acceptability of such work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of such work. Such decisions shall be fair and not show partiality to OWNER or Contractor.

87 96

and ASSOCIATE ENGINEER shall not be liable in connection with any decision rendered in good faith in such capacity.

1.6.9. *Applications for Payment.* Based on ASSOCIATE ENGINEER's on-site observations as an experienced and qualified design professional and office review of applications for payment and the accompanying data and schedules:

1.6.9.1. ASSOCIATE ENGINEER shall assist ENGINEER to determine the amounts owing to Contractor and, if requested by ENGINEER, recommend in writing to ENGINEER payments to Contractor in such amounts; such recommendations of payment will constitute a representation to ENGINEER, based on such observations and review, that the work for The Project has progressed to the point indicated, that, to the best of ASSOCIATE ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ASSOCIATE ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ASSOCIATE ENGINEER shall not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ASSOCIATE ENGINEER to check the quality or quantity of Contractor's work as it is furnished and provided beyond the responsibilities specifically assigned to ASSOCIATE ENGINEER in this Agreement and the Contract Documents for The Project. ASSOCIATE ENGINEER's review of Contractor's work for the purposes of recommending payments will not impose on ASSOCIATE ENGINEER responsibility to supervise, direct or control such work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to its furnishing and performing the work. It shall also not impose responsibility on ASSOCIATE ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security

interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.6.10. *Contractor's Completion Documents.* ASSOCIATE ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents for The Project (but such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests or approvals indicates compliance with, such Contract Documents) and shall transmit them to ENGINEER with written comments.

1.6.11. *Substantial Completion.* ASSOCIATE ENGINEER shall assist ENGINEER in conducting an inspection to determine if the work for The Project is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and Contractor that the work for The Project is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. *Final Notice of Acceptability of the Work.* ASSOCIATE ENGINEER shall assist ENGINEER in conducting a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ASSOCIATE ENGINEER shall also provide a notice in the form attached hereto as Exhibit AE-D (the "Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph 1.6.9.2) to the best of ASSOCIATE ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.6.13. *Limitation of Responsibilities.* ASSOCIATE ENGINEER shall not be responsible for the acts or omissions of Contractor, or of any subcontractor or supplier, or any of Contractor's or subcontractor's or supplier's agents or employees or any other person (except ASSOCIATE ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of Contractor's work; however, nothing contained in paragraphs 1.6.1 through 1.6.12, inclusive, shall be construed to release ASSOCIATE ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ASSOCIATE ENGINEER in the Contract Documents.

The duties and responsibilities of ASSOCIATE ENGINEER during the Construction Phase are stipulated and supplemented in each Individual Work Authorization.

## SECTION 2—ADDITIONAL SERVICES OF ASSOCIATE ENGINEER

### 2.1. General.

Only if and when authorized in writing by ENGINEER, ASSOCIATE ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.19, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in each Work Authorization. These will be paid for by ENGINEER, as indicated in each Work Authorization.

2.1.1. Assisting ENGINEER in the preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; in the preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of The Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond ASSOCIATE ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits of inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural services incidental thereto); and providing data or services of the types described in paragraph 3.4 when ENGINEER employs ASSOCIATE ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. When ASSOCIATE ENGINEER's compensation for Basic Services is on the basis of a lump sum or percentage of construction cost or cost plus a fixed fee method of payment:

2.1.8.1. services resulting from the award of more than one prime contract for construction, materials or equipment for The Project; and

2.1.8.2. services resulting from the arranging for performance by persons other than the principal prime Contractor of services for OWNER and administering OWNER's contracts for such services;

2.1.9. Services in connection with work directive changes and change orders to reflect changes requested by OWNER; if the resulting change in compensation for Basic Services is not commensurate with the services rendered; services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor and services after the award of the contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.10. Services during out-of-town travel required of ASSOCIATE ENGINEER other than visits to the site or OWNER's or ENGINEER's office as required by Section 1.

2.1.11. Furnishing for ENGINEER, on request, a set of reproducible record prints of Drawings showing changes

made during the construction process, based on the marked-up prints, Drawings and other data for The Project furnished by the Contractor and which ASSOCIATE ENGINEER considers significant.

2.1.12. Assistance in connection with bid protests, rebidding or renegotiating the contract for construction of The Project, except when such assistance is required to complete services called for in paragraphs 6.3.2. and 6.3.3.

2.1.13. Services in connection with any partial utilization of any part of The Project by OWNER prior to substantial completion.

2.1.14. Additional or extended services during the construction of The Project made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by Contractor.

2.1.15. Evaluating an unreasonable number of claims submitted by Contractor or others in connection with the work.

2.1.16. Preparation of operating, maintenance and staffing manuals; protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting and balancing); assisting OWNER to train OWNER's staff to operate and maintain The Project; and assisting OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for The Project.

2.1.17. Services or consultation after completion of the Construction Phase, such as inspection during any guarantee period and reporting observed discrepancies under guarantees called for in the construction contract for The Project (except as agreed to under Basic Services).

2.1.18. Refraining to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.19. Additional services in connection with The Project, including services which are to be furnished by OWNER or ENGINEER in accordance with Article 3 and services not otherwise provided for in this Agreement.

## 2.2. Resident Services During Construction, (As Required)

2.2.1. If requested by ENGINEER in writing, an ASSOCIATE ENGINEER's Resident Project Representative (and assistants) will be furnished and will act as directed by ASSOCIATE ENGINEER in observing performance of the work of the Contractor on The Project. Such services will be paid for by ENGINEER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of ASSOCIATE ENGINEER's Resident Project Representative and assistants will be set forth in Exhibit C which is to be identified, attached to and made a part of this Agreement.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by ASSOCIATE ENGINEER's Resident Project Representative (if furnished) and assistants, ASSOCIATE ENGINEER shall endeavor to provide further protection for OWNER and ENGINEER against defects and deficiencies in the work of Contractor for The Project, but the furnishing of such resident Project representation will not extend ASSOCIATE ENGINEER's responsibilities or authority beyond the limitations set forth in paragraph 1.6.2.2 or elsewhere in paragraph 1.6, unless otherwise specifically noted.

## SECTION 3—ENGINEER'S RESPONSIBILITIES (As Required)

ENGINEER shall do the following in a timely manner so as not to delay the services of ASSOCIATE ENGINEER:

3.1. Designate in writing a person to act as ENGINEER's representative with respect to the services to be rendered for The Project. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ASSOCIATE ENGINEER's services for The Project.

3.2. Provide criteria and information as to OWNER's and ENGINEER's requirements for The Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER and ENGINEER will require to be included in the Drawings and Specifications.

3.3. Make available to ASSOCIATE ENGINEER, information pertinent to The Project, which ENGINEER deems is reasonably available; this will include previous reports and any other data relative to design and construction of the Project.

3.4. Request from OWNER at OWNER's expense and furnish to ASSOCIATE ENGINEER, as required for performance of Basic Services for The Project (except to the extent provided otherwise in each individual Work Authorization), the following:

3.4.1. data prepared by or services of others, including without limitation borings, pings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, rights-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ASSOCIATE ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Request OWNER to provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in each Work Authorization to enable Contractor to proceed with the layout of the work for The Project).

3.6. Request OWNER to arrange for access to and make all provisions for ASSOCIATE ENGINEER to enter upon public and private property as required for ASSOCIATE ENGINEER to perform services under this Agreement.

3.7. Request OWNER to provide such accounting, independent cost estimating and insurance, counseling services as may be required for The Project, such legal services as OWNER may require or ENGINEER or ASSOCIATE ENGINEER may reasonably request with regard to legal issues pertaining to The Project including any that may be raised by Contractor, such auditing service as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid under the

construction contract; and such inspection services as OWNER may require to ascertain that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's furnishing and performing the work.

3.8. Consult with ASSOCIATE ENGINEER before issuing interpretations or clarifications of ASSOCIATE ENGINEER's Drawings or Specifications, and obtain the prompt written consent of ASSOCIATE ENGINEER before acting upon Shop Drawings, samples or other submittals of Contractor or upon work directive changes or change orders affecting The Project, and assume full responsibility for any such action taken without such consultation or consent.

3.9. Give prompt written notice to ASSOCIATE ENGINEER whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope and timing of ASSOCIATE ENGINEER's services, or any defect or nonconformance in the work of Contractor affecting The Project.

3.10. Advise ASSOCIATE ENGINEER of the identity of other independent professional associates or consultants participating in the design or construction administration of The Project and the scope of their services.

3.11. When ASSOCIATE ENGINEER has requested the right to participate in any decision to accept a particular contractor, subcontractor or supplier for The Project, consult with ASSOCIATE ENGINEER to determine if ASSOCIATE ENGINEER after due investigation has reasonable objection to any such contractor, subcontractor or supplier, before ENGINEER makes a determination as to such acceptability.

3.12. Furnish ASSOCIATE ENGINEER a copy of each of the following to the extent that it pertains to ASSOCIATE ENGINEER's services for The Project: opinions or probable cost as submitted to OWNER, Bidding Documents, bid tabulations and Contract Documents (including work directive changes and change orders as issued).

3.13. The information and services to be provided by ENGINEER under this Section 3 will be without cost to ASSOCIATE ENGINEER.

#### SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4, and the various rates of compensation for ASSOCIATE ENGINEER's services

provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of The Project through completion of the Construction Phase. ASSOCIATE ENGINEER's obligation to render services hereunder shall extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and ASSOCIATE ENGINEER's Study and Report documents and opinion of probable Total Project Costs for The Project submitted within the stipulated period indicated in each Individual Work Authorization after written authorization to proceed with that phase of services which will be given by ENGINEER within thirty days after ENGINEER and ASSOCIATE ENGINEER have signed this Agreement.

4.3. After acceptance by ENGINEER of ASSOCIATE ENGINEER's Study and Report Phase documents and indication (if any) by ENGINEER of specific modifications or changes in the general scope, extent or character of the Project desired, and upon written authorization from ENGINEER, ASSOCIATE ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and submit Preliminary Design documents and a revised opinion of probable Total Project Costs for The Project within the stipulated period indicated in each Individual Work Authorization.

4.4. After acceptance by ENGINEER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs for The Project and indication (if any) by ENGINEER of any specific modifications or changes in the general scope, extent or character of the Project desired by ENGINEER, and upon written authorization from ENGINEER, ASSOCIATE ENGINEER shall proceed with the performance of the services called for in the Final Design Phase of this Agreement, so as to deliver final Drawings, Specifications for all work of Contractor on The Project and a revised opinion of probable Total Project Costs for The Project within the stipulated period indicated in each Individual Work Authorization.

4.5. ASSOCIATE ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by ENGINEER or (2) thirty days after the date when such submissions are delivered to ENGINEER for final acceptance plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by ENGINEER of the Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs for The Project and upon written authorization from ENGINEER, ASSOCIATE ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase (As Required). This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with Contractor (except as may otherwise be required to complete the services called for in paragraphs 6.3.2 and 6.3.3).

4.7. The Construction Phase will commence with the execution of the construction contract for the work of The Project, and will terminate upon written recommendation by ENGINEER of final payment thereunder.

## SECTION 5 - PAYMENTS TO ASSOCIATE ENGINEER

### 5.1. Methods of Payment for Services and Expenses of ASSOCIATE ENGINEER.

5.1.1. For Basic Services, ENGINEER shall pay ASSOCIATE ENGINEER for all Basic Services rendered under Section 1 as designated by each Work Authorization.

5.1.2. For Additional Services, ENGINEER shall pay ASSOCIATE ENGINEER for Additional Services rendered under Section 2 as designated by an Additional Services Work Authorization.

### 5.2. Times of Payments.

5.2.1. ASSOCIATE ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred.

5.2.2. ENGINEER shall bill OWNER monthly on account of ASSOCIATE ENGINEER's services and expenses and shall pay ASSOCIATE ENGINEER within fourteen days of the time ENGINEER receives payment from OWNER on account thereof. It is intended that payments to ASSOCIATE ENGINEER will be made as ENGINEER is paid by OWNER under the Prime Agreement and that ENGINEER shall exert reasonable and diligent efforts to collect prompt payment from OWNER. In no case will payment be made to ASSOCIATE ENGINEER unless and until said monies are received by ENGINEER from OWNER.

### 5.3. Other Provisions Concerning Payments.

5.3.1. In the event of a termination by ENGINEER under paragraph 7.1 upon the completion of any phase of Basic Services, progress payments due ASSOCIATE ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by ENGINEER during any phase of Basic Services, ASSOCIATE ENGINEER will be paid for services rendered during that phase on the basis of ASSOCIATE ENGINEER's Salary Costs times a factor of for services rendered during that phase to date of termination by ASSOCIATE ENGINEER's principals and employees engaged directly on The Project. In the event of any such termination, ASSOCIATE ENGINEER also will be reimbursed for the charges of ENGINEER approved independent professionals and consultants employed by ASSOCIATE ENGINEER to render Basic Services, and will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses. ENGINEER shall not be obligated to pay ASSOCIATE ENGINEER any other termination expenses. As per paragraph 5.2.2, above, no payments will be made until monies are received by ENGINEER from OWNER.

5.3.2. Fiscal records of ASSOCIATE ENGINEER pertaining to ASSOCIATE ENGINEER's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

#### 5.4. Definitions.

5.4.1. The Salary Costs used as a basis for payment mean the salaries and wages (basic and incentive) paid to all ASSOCIATE ENGINEER's personnel engaged directly on The Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel, plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits, if as defined in the Prime Agreement, which takes precedence. For the purposes of this Agreement, the principals of ASSOCIATE ENGINEER and their current hourly Salary Costs are:

Principal	\$ 115.00
	\$
	\$

5.4.2. Reimbursable Expenses mean the ENGINEER approved actual expenses incurred by ASSOCIATE ENGINEER or ASSOCIATE ENGINEER's independent professional associates or consultants, directly or indirectly in connection with The Project, such as expenses for:

transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by ENGINEER, overtime work requiring higher than regular rates.

### SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

#### 6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER, or as defined in Prime Agreement (which takes precedence), of those portions of the entire Project designed and specified by or under the supervision of ENGINEER, but it will not include ASSOCIATE ENGINEER's or ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. [Construction Cost is one of the items comprising Total Project Costs, which is defined in paragraph 1.2.7.]

6.2. Construction Cost for The Project means the portion of the Construction Cost, as defined by the Prime Agreement, applicable to The Project.

#### 6.3. Opinions of Cost:

6.3.1. Since ASSOCIATE ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, ASSOCIATE ENGINEER's opinions of probable Total Project Costs and Construction Cost for The Project provided for herein are to be made on the basis of experience and qualifications and represent ASSOCIATE ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ASSOCIATE ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs for The Project will not vary from opinions of probable cost prepared by ASSOCIATE ENGINEER. If prior to the Bidding or Negotiating Phase greater assurance as to Total Project or

Construction Costs is desired, ENGINEER shall employ an independent cost estimator or request OWNER to do so as provided in paragraph 3.7.

6.3.2. If a limit of Construction Cost for The Project is established by written agreement between ENGINEER and ASSOCIATE ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.3.2.1. The acceptance by ENGINEER at any time during Basic Services of a revised opinion of probable Total Project or Construction Costs for The Project in excess of the then established cost limit will constitute a corresponding revision in the applicable Construction Cost limit to the extent indicated in such revised opinion;

6.3.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.3.2.3. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established limit of Construction Cost for The Project will not be binding on ASSOCIATE ENGINEER, and ENGINEER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.3.2.4. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, ENGINEER shall request OWNER to (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ASSOCIATE ENGINEER shall modify the Contract Documents for The Project as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, ENGINEER shall pay ASSOCIATE ENGINEER the cost of such services to ASSOCIATE ENGINEER, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ASSOCIATE ENGINEER on account of such services.

6.3.3. If as a condition of the Prime Agreement a limit of Construction Cost for the Project is established as aforesaid, but no limit of Construction Cost for The Project is established in accordance with paragraph 6.3.2, ENGINEER may at any time prior to commencement of the Construction Phase for The Project require ASSOCIATE

ENGINEER without additional compensation to modify ASSOCIATE ENGINEER's Drawings and Specifications, as necessary to make them bear a reasonable portion of any reduction in the Construction Cost for the Project required to bring it within the cost limit specified in the Prime Agreement. In lieu of other compensation for services in making such modifications, ENGINEER shall pay ASSOCIATE ENGINEER the cost of such services to ASSOCIATE ENGINEER, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ASSOCIATE ENGINEER on account of such services.

6.3.4. The providing of the services called for by paragraphs 6.3.2 and 6.3.3 shall be the limit of ASSOCIATE ENGINEER's responsibility in this regard, and having done so, ASSOCIATE ENGINEER shall be entitled to payment for services in accordance with this Agreement, and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

## SECTION 7—GENERAL CONSIDERATIONS

### 7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. This Agreement will terminate automatically upon termination of the Prime Agreement. ENGINEER shall promptly notify ASSOCIATE ENGINEER of such termination.

### 7.2. Reuse of Documents.

All drawings, plans, specifications, programs and other documents, including those in electronic form, prepared by ASSOCIATE ENGINEER in the performance of ASSOCIATE ENGINEER's Work at any stage of the project shall be the property of ENGINEER, without restriction or limitation as to further use on said project, however, such documents are not intended or represented to be suitable for reuse by ENGINEER or others on any other project. Any such reuse without specific written verification and adaptation by ASSOCIATE ENGINEER for the specific purposes intended will be at the reuser's sole risk and without liability or legal exposure to ASSOCIATE ENGINEER or to ASSOCIATE ENGINEER's independent professional associates or consultants; and ENGINEER

shall indemnify and hold harmless ASSOCIATE ENGINEER and ASSOCIATE ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from ENGINEER'S use without such adaptation or verification. ASSOCIATE ENGINEER shall remain liable for all errors and omissions in the documents as are specific to the project for which the documents have been prepared.

### 7.3. Records.

7.3.1. ASSOCIATE ENGINEER shall maintain all records (fiscal and other) and design calculations on file in legible form. A copy of these shall be available to ENGINEER at ASSOCIATE ENGINEER'S expense, and the originals shall not be disposed of by ASSOCIATE ENGINEER until after sixty days' prior written notice to ENGINEER.

7.3.2. ASSOCIATE ENGINEER'S records and design calculations will be available for examination and audit if and as required by the Prime Agreement.

### 7.4. Indemnification and Insurance.

7.4.1. ENGINEER and ASSOCIATE ENGINEER shall each procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance required by this Agreement or by the Prime Agreement as incorporated into each Work Authorization.

7.4.2. Also ENGINEER and ASSOCIATE ENGINEER shall each procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable.

7.4.3. The ASSOCIATE ENGINEER shall carry and maintain for the life of the Contract per claim and in the aggregate, the following insurance coverages with an A.M. Best Rated Insurance carrier with a minimum of B+ rating in accordance with paragraphs 7.4.1 and 7.4.2 as follows:

7.4.3.1. Comprehensive General Liability Insurance including contractual liability and products/completed operations liability with a Combined Single Limit of

\$1,000,000 per occurrence, with a general aggregate of \$2,000,000.

7.4.3.2. Comprehensive Auto Liability insurance with a Combined Single Limit of \$1,000,000 per occurrence.

7.4.3.3. Workers Compensation with Employers Liability Limits of \$500,000/\$500,000/\$500,000. A waiver of subrogation in favor of LAN and (Client) et al is required.

7.4.3.4. Excess of Umbrella Liability insurance of \$1,000,000.

Lockwood, Andrews & Newnam, Inc. and (Client) shall be named as Additional Insured on all of the above policies excluding Workers Compensation as indicated in Article 4 of each Work Authorization.

ASSOCIATE ENGINEER shall provide a Waiver of Subrogation in favor of LAN and (Client) on all of the above policies as indicated in Article 4 of each Work Authorization.

7.4.3.5. Professional Liability Insurance of \$1,000,000 per claim and in the aggregate.

Professional Liability Insurance of \$500,000 (surveying services) per claim and in the aggregate.

ASSOCIATE ENGINEER shall maintain such Professional Liability coverage for the life of the Contract plus three years.

7.4.3.6. All such insurance shall have minimum limits of liability as indicated. ASSOCIATE ENGINEER shall furnish ENGINEER with an original certificate of insurance, including a 30-day notice of cancellation provision. Failure by ASSOCIATE ENGINEER to provide a certificate of insurance bearing the referenced coverages and/or to renew certificates on an annual basis will result in payments for services being withheld from ASSOCIATE ENGINEER. ASSOCIATE ENGINEER hereby waives all rights to place liens on any property, etc. as a result of holding of said payments by ENGINEER. The above remedies shall remain in effect for the life of the contract, including Amendments thereto, plus three years. The certificates of insurance shall be delivered to the Project Manager identified in each Work Authorization. ENGINEER'S failure to enforce the requirements shall not be deemed a waiver of the limits or requirements set forth in this Agreement and Associate Engineer shall remain responsible for such requirements.

#### 7.4.4. INDEMNIFICATION.

7.4.4.1. ASSOCIATE ENGINEER AGREES TO THE FULLEST EXTENT ALLOWED BY LAW, TO DEFEND, INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS CLIENT FROM ANY AND ALL LIENS, INCLUDING, BUT NOT LIMITED TO LABORERS', MATERIALMEN'S AND MECHANICS' LIENS, LOSSES, CLAIMS, AND DAMAGES AND CAUSES OF ACTION OF EVERY NATURE OR CHARACTER IN CONNECTION WITH PAYMENTS FOR WHICH ASSOCIATE ENGINEER SHALL BE LEGALLY LIABLE FOR INCLUDING LABOR, MATERIALS, EQUIPMENT, ROYALTIES, AND PATENT RIGHTS FURNISHED TO ASSOCIATE ENGINEER ITS SUBCONTRACTORS AND ASSOCIATE ENGINEERS USED IN THE PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT ENGINEER SHALL HOLD ASSOCIATE ENGINEER HARMLESS AGAINST ANY AND ALL LIABILITY ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS COVERING EQUIPMENT, METHODS OR PROCESSES FURNISHED BY ENGINEER OR WHICH ENGINEER REQUIRES ASSOCIATE ENGINEER TO USE.

7.4.4.2. ASSOCIATE ENGINEER AGREES TO THE FULLEST EXTENT ALLOWED BY LAW, INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS CLIENT FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS IN CONNECTION WITH THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ASSOCIATE ENGINEER, ITS SUBCONTRACTORS AND ASSOCIATE ENGINEERS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FOR WHICH ASSOCIATE ENGINEER IS FOUND TO BE LEGALLY LIABLE.

7.4.4.3. ENGINEER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY AND HOLD HARMLESS ASSOCIATE ENGINEER FROM AND AGAINST DAMAGES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS IN CONNECTION WITH THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ENGINEER, ITS OTHER SUBCONTRACTORS AND ASSOCIATE ENGINEERS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FOR WHICH ENGINEER IS FOUND TO BE LEGALLY LIABLE.

7.4.4.4. INDEMNITY PROVISIONS OF ANY PRIME AGREEMENT SHALL TAKE PRECEDENT OVER THE INDEMNITY PROVISIONS HEREIN.

7.4.5. ASSOCIATE ENGINEER AND ENGINEER WILL ALSO CAUSE OTHER INDEPENDENT PROFESSIONAL ASSOCIATES AND ASSOCIATE ENGINEERS RETAINED RESPECTIVELY BY ASSOCIATE ENGINEER AND ENGINEER TO PROCURE AND MAINTAIN COMPARABLE PROFESSIONAL LIABILITY AND OTHER INSURANCE COVERAGE AND PROVIDE INDEMNIFICATION AS SET FORTH IN PARAGRAPHS 7.4.3.1 THROUGH 7.4.3.3.

#### 7.5. Laws/Regulations:

7.5.1. This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5.2. ENGINEER and ASSOCIATE ENGINEER hereby certify that each are bound by the policy of non-discrimination and equal employment opportunity and/or committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state, or Federal statute or regulation. Both parties agree that the contents of this paragraph shall be included in all other subcontracts issued by either party pursuant to this Agreement.

#### 7.6. Dispute Resolution.

7.6.1. To the extent that ENGINEER and OWNER have agreed to a method and procedure for resolving disputes arising out of or relating to this Agreement, ASSOCIATE ENGINEER shall be bound by such resolution method and procedure. Such dispute resolution agreement shall be attached to and made part of each individual Work Authorization as part of Exhibit A.

#### 7.7. Successors and Assigns.

7.7.1. ENGINEER and ASSOCIATE ENGINEER each is hereby bound, and the partners, successors, executors, administrators and legal representatives of each (and to the extent permitted by paragraph 7.6.2 the assigns of ENGINEER and ASSOCIATE ENGINEER) are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2. Neither ENGINEER nor ASSOCIATE ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement, without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this

Agreement. Nothing contained in this paragraph shall prevent ASSOCIATE ENGINEER from employing such independent professional associates and consultants as ASSOCIATE ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing heretofore shall be construed to give any rights or benefits hereunder to anyone other than ENGINEER and ASSOCIATE ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of ENGINEER and ASSOCIATE ENGINEER, and not for the benefit of any other party.

[The remainder of this page was left blank intentionally.]

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. Special Provisions.

This Agreement is subject to the following special provisions.

8.1.1. Upon execution, each individual Work Authorization will be attached to and made a part of this Agreement. No work shall be accomplished under this Agreement without an executed Work Authorization describing the specific scope of work and the other project-specific contract items relating to the project described in the Work Authorization.

8.1.2. Additional special provisions may be listed in each individual Work Authorization.

8.2. Exhibits and Schedules.

8.2.1. The following Exhibits are attached to and made a part of This Agreement and are applicable to each individual Work Authorization to the extent that a Resident Project Representative is required:

8.2.1.1. Exhibit C "Duties, Responsibilities and Limitations of Authority of Associate Engineer's Resident Project Representative" consisting of \_\_\_ pages.

8.2.1.2. Exhibit D "Notice of Acceptability of Work" consisting of \_\_\_ pages.

8.2.2. The following Exhibits will be attached and made a part of each individual Work Authorization:

8.2.2.1. Exhibit A—copy of portions of Prime Agreement consisting of \_\_\_ pages plus the following exhibits and schedules:

8.2.2.2. Exhibit B and additional exhibits - as required by any individual Work Authorization.

8.3. This Agreement (consisting of pages 1 to \_\_\_ inclusive) together with the Exhibits and schedules identified above constitute the entire Master Agreement between ENGINEER and ASSOCIATE ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, as of the day and year first above written.

ENGINEER

ASSOCIATE ENGINEER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

This is EXHIBIT C, consisting of \_\_\_\_\_ pages, referred to in the Master Agreement between ENGINEER and ASSOCIATE ENGINEER for Professional Services, dated \_\_\_\_\_, 20\_\_\_\_.

Initial:

ENGINEER \_\_\_\_\_

ASSOCIATE ENGINEER \_\_\_\_\_

## Duties, Responsibilities and Limitations of Authority of Resident Project Representative

ASSOCIATE ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ASSOCIATE ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ASSOCIATE ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ASSOCIATE ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ASSOCIATE ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In particular, the specific limitations set forth in paragraph 1.6 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ASSOCIATE ENGINEER in ASSOCIATE ENGINEER's agreement with ENGINEER, including pertinent portions of the Prime Agreement attached hereto as Exhibit AB-A, and in the construction Contract Documents, and are further limited and described as follows:

### A. General

RPR is ASSOCIATE ENGINEER's agent at the site, will act as directed by and under the supervision of ASSOCIATE ENGINEER, and will confer with ASSOCIATE ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ASSOCIATE ENGINEER and Contractor, keeping ENGINEER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with ENGINEER with the knowledge of and under the direction of ASSOCIATE ENGINEER.

### B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ASSOCIATE ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liason:*
  - a. Serve as ASSOCIATE ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison, through ENGINEER, with Contractor when Contractor's operations affect OWNER's on-site operations.

79108

- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
- a. Record date of receipt of Shop Drawings and Samples.
  - b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
  - c. Advise ASSOCIATE ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ASSOCIATE ENGINEER.
5. *Retention of Work, Rejection of Defective Work, Inspections and Tests:*
- a. Conduct on-site observations of the Work in progress to assist ASSOCIATE ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ASSOCIATE ENGINEER whenever RFR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ASSOCIATE ENGINEER of Work that RFR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ASSOCIATE ENGINEER appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ASSOCIATE ENGINEER.
6. *Interpretation of Contract Documents:* Report to ASSOCIATE ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RFR's recommendations to ASSOCIATE ENGINEER. Transmit to Contractor in writing decisions as issued by ASSOCIATE ENGINEER.
8. *Records:*
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ASSOCIATE ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ASSOCIATE ENGINEER.
  - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

- a. Furnish to ASSOCIATE ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ASSOCIATE ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ASSOCIATE ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ASSOCIATE ENGINEER, ENGINEER and OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ASSOCIATE ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ASSOCIATE ENGINEER for review and forwarding to OWNER, through ENGINEER, prior to final payment for the Work.

12. *Completion:*

- a. Before ASSOCIATE ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ASSOCIATE ENGINEER, ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ASSOCIATE ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. *Limitations of Authority by RPR*

*Resident Project Representative:*

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items), unless authorized by ASSOCIATE ENGINEER.
2. Shall not exceed limitations of ASSOCIATE ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ASSOCIATE ENGINEER.

*Note: If the work designed or specified by ASSOCIATE ENGINEER is to be provided or performed in increments then one contract or the times of performance are to be staggered, the provisions of this Exhibit should be amended or supplemented as required.*