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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(O)(1)

Date: October 21, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution approving the recommendation to award Professional Services Agreement No. 14WAPI002 to Wolfberg/Alvarez and Partners, Inc. for the South Miami Heights Maintenance Facility (re-use of plans) in the amount of $817,397.87, pursuant to Section 287.055(10), Florida Statutes – Project Number A06-WASD-01R

Resolution No. R-934-14

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of Professional Services Agreement No. 14WAPI002: Miami-Dade Water and Sewer Department (WASD) Project No. A06-WASD-01R in the amount of $817,397.87 with Wolfberg/Alvarez and Partners, Inc.; and waive Administrative Order No. 3-39 regarding competitive selection procedures for professional services, pursuant to Section 287.055(10), Florida Statutes. This Professional Services Agreement is for architectural, engineering design and limited construction management services for the South Miami Heights Maintenance Facility (re-use of plans).

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

PROJECT NAME: South Miami Heights Maintenance Facility

PROJECT NO.: A06-WASD-01R

PROJECT DESCRIPTION: The proposed South Miami Heights Maintenance Facility is intended to house the employees of the operational divisions of WASD, who are serving the south end of the County. The proposed facility will be located on 17.3 acres of vacant WASD-owned property at 19000 S.W. 108 Avenue. Currently, those employees are housed in trailers at the proposed South Miami Heights Water Treatment Plant location. However, since WASD is moving forward with a Public Private Partnership project for the South Miami Heights Water Treatment Plant located at 11800 S.W. 208 Street, those employees and equipment need to move to a separate location to accommodate the construction activities at the water plant location. The proposed maintenance facility is a separate site and better suited for the operation services. A permanent structure for the maintenance facilities will improve working conditions for the employees and reduce the risk of loss of facilities during a storm event when maintenance workers and equipment are required.

The Project scope is to construct a maintenance and storage building that will encompass approximately 115,000 square feet and will consist of a high-bay area that houses maintenance and storage bays and is flanked by two 2-story structures that will include warehousing space, repair shops and an administrative office. In addition to the maintenance and storage building, the Project also includes construction of a 3-story parking structure for use by WASD staff assigned to the facility as well as a fueling island intended to serve WASD and County-owned vehicles. The Project will also include complete site development, including, but not necessarily limited to, the construction of exterior storage areas; the construction of asphalt and concrete pavement areas for heavy equipment parking; construction of interior site roads along with all related grading and drainage; site lighting; landscaping; and irrigation.

PROJECT LOCATION: The facility is located at 19000 S.W. 108 Avenue, Miami, Florida.

CONTRACT PERIOD: 1825 calendar days (Five (5) years)

OPTION TO EXTEND: The Agreement has an option to extend, at the discretion of the County Mayor or the Mayor's designee for a two (2) year option-to-renew period.

BACKGROUND:

The Professional Services Agreement was executed on September 28, 2007 with Wolfberg/Alvarez and Partners, Inc. to provide architectural, engineering design and limited construction management services for the design of the South Miami Heights Maintenance Facility. Since the time of execution of the Professional Services Agreement, Wolfberg/Alvarez and Partners, Inc. has performed a variety of tasks which included, master planning; conceptual site design; design drawings and specifications; Phase 1 Environmental Site Assessment; and a traffic analysis. Wolfberg/Alvarez was paid a total of $1,363,537.89 for these services. Of that amount, $1,233,074.30 was paid for the complete design drawings and specifications. Wolfberg/Alvarez paid their subconsultants a total of $471,439.88, complying with a thirty-five percent (35%) CBE goal participation. After the submittal of the 100% design drawings and specifications in October 2010, WASD placed the Project on hold due to other capital expenditure requirements. The Professional Services Agreement expired on September 28, 2013 and the full amount of the contract award in the amount of $3,850,000.00, was never spent.

Starting in Fiscal Year 2013-2014, sufficient funding was made available for the Project. In order to expedite the construction of this much-needed facility and to utilize the design drawings and specifications that are already 100% complete and fully paid for,

the County will re-use the design drawings and specifications prepared by Wolfberg/Alvarez and Partners, Inc. for the same Project. Because WASD already has in hand a complete design that only requires an update with any Code changes, it makes sense to reuse the original design drawings. The total estimated cost to bring the plans up-to-date is $817,397.87, which includes a 10% contingency allowance of $67,332.68 and reimbursable expenses of $76,738.38. In addition, Wolfberg/Alvarez is committed to comply with a 35% CBE goal participation.

The scope of services being requested by Wolfberg/Alvarez and Partners, Inc. will include but is not limited to: updating and modifying the 100% design drawings and specifications in order to conform to the current edition of the Florida Building Code and other applicable state and national codes; permitting and procurement assistance; provision of services necessary to achieve LEED Silver rating; and design services during construction.

It is recommended that the Board waive Administrative Order No. 3-39 regarding the competitive selection process for professional services because the County will re-use the design drawings pursuant to Section 287.055(10), Florida Statutes. Considerable effort and cost have already been expended by WASD in the past for Wolfberg/Alvarez and Partners, Inc. to produce the 100% design drawings and specifications. To initiate the selection of a new firm to finalize this Project would replicate the design process that has already been completed. In addition, it would require additional cost and would delay the Project significantly, and would provide no benefit to the County. Rule 61G15-27.001 of the Florida Administrative Code states that a successor engineer seeking to use already sealed documents must be able to document that the successor engineer has, in fact, significantly recreated all the work done by the original engineer. In other words, all site visits, research, and the like must be documented and producible upon demand.

The services that will be provided by Wolfberg/Alvarez and Partners, Inc. to complete this Project are essentially those previously authorized on the expired Agreement. Therefore, it is recommended that the Board waive Administrative Order No. 3-39 and approve this non-exclusive Professional Services Agreement with Wolfberg/Alvarez and Partners, Inc. that will allow the County to complete this Project in a timely and efficient manner.

COMMISSION DISTRICT: District 9 Dennis C. Moss

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT:	Miami-Dade Water and Sewer Department
MANAGING DEPARTMENT:	Miami-Dade Water and Sewer Department
FISCAL IMPACT/FUNDING SOURCE:	WASD 2013 Revenue Bond Future WASD Revenue Bonds
PTP/GOB FUNDING:	None

CAPITAL BUDGET PROJECTS:

BUDGET PROJECT / DESCRIPTION	AWARD ESTIMATE
9653201-WASTEWATER GENERAL MAINTENANCE AND OFFICE FACILITIES Book Page: 134 Funding Year: Adopted Capital Budget Book for 2013-14 from Prior Years' Funding	$400,000.00
9650271-WATER GENERAL MAINTENANCE AND OFFICE FACILITIES Book Page: 129 Funding Year: Adopted Capital Budget Book for 2013-14 from Prior Years' Funding	$417,397.87
Project Totals:	$817,397.87

IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$ 673,326.81
CONTINGENCY ALLOWANCE: (Section 2-8.1 County Code)	$ 67,332.68
REIMBURSABLE EXPENSES:	$ 76,738.38
TOTAL AGREEMENT: AMOUNT:	$ 817,397.87
FIRM:	Wolfberg/Alvarez and Partners, Inc.
COMPANY PRINCIPAL:	Julio E. Alvarez
COMPANY LOCATION:	3225 Aviation Avenue, Suite 400, Miami, Florida 33133

YEARS IN BUSINESS:	38
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	According to the Firm History Report provided by Internal Services Department, Division of Small Business Development, Wolfberg/Alvarez and Partners, Inc., has been awarded five (5) contracts with the County with a total value of $696,000.00 and one (1) change order approved by the Board for a total amount of $85,680.00.
SUBCONSULTANTS:	Nifah and Partners Consulting Engineer, Inc. TWR Engineers, Inc. Cherokee Consulting, Inc. O'Leary Richards Design Associates, Inc. SEQUIL Systems, Inc.
CONSULTANT PERFORMANCE:	Based on the Internal Services Department Capital Improvements Information System (CIIS) database, Wolfberg/ Alvarez and Partners, Inc., includes eight (8) evaluations with an average rating of 3.7 points out of a possible total 4.0 points.
DUE DILIGENCE:	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.
REVIEW COMMITTEE:	6/4/2014
CONTRACT MEASURES:	35% CBE per Administrative Order 3-32
PROJECT MANAGER:	James Ferguson, P.E.

APPROVED AS TO LEGAL SUFFICIENCY: Sarah Saveria Davis 6/5/14
COUNTY ATTORNEY **DATE**

6/30/14
DEPUTY MAYOR **DATE**

CLERK DATE _____
DATE

MEMORANDUM

(Revised)

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

DATE: October 21, 2014

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

SUBJECT: Agenda Item No. 8(O)(1)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)
10-21-14

RESOLUTION NO. R-934-14

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT NO. 14WAPI002, PROJECT NUMBER A06-WASD-O1R TO WOLFBERG/ALVAREZ AND PARTNERS, INC. FOR ARCHITECTURAL, ENGINEERING DESIGN AND LIMITED CONSTRUCTION MANAGEMENT SERVICES FOR THE SOUTH MIAMI HEIGHTS MAINTENANCE FACILITY IN THE AMOUNT OF $817,397.87 PURSUANT TO SECTION 287.055(10), FLORIDA STATUTES (REUSE OF PLANS); AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Professional Services Agreement No. 14WAPI002, Project Number A06-WASD-01R, with Wolfberg/Alvarez and Partners, Inc. in substantially the form attached hereto and made a part hereof. This Professional Services Agreement authorizes Wolfberg/Alvarez and Partners, Inc. to provide architectural, engineering design and limited construction management services for the South Miami Heights Maintenance Facility in the amount of $817,397.87 pursuant to Section 287.055(10), Florida Statutes (re-use of plans). The Board authorizes the County Mayor or Mayor's designee to execute same and exercise the provisions contained therein for and on behalf of Miami-Dade County, Florida.

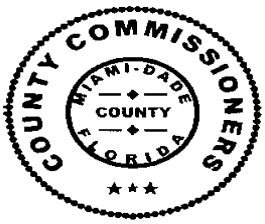
The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of October, 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. SED

Sarah E. Davis

Small Business Development Division

Project Worksheet

Project/Contract Title: SOUTH MIAMI HEIGHTS MAINTENANCE FACILITY (RE-USE OF PLANS)

Received Date: 05/30/2014

Project/Contract No: A06-WASD-01R

Funding Source: WASD REVENUE BONDS

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $817,397.00

Resubmittal Date(s):

Description of Project/Bid: To continue a contract with Wolfberg/Alvarez - (re-use of plans), due to their familiarity with the project, and the user department's determination as to its cost-effectiveness, and therefore in the best interest of the County. This will allow for the modification of original drawings and specifications already paid for and completed by them.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	35.00%

Reasons for Recommendation

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

This PSA, (a re-use plan) will be awarded to Wolfberg/Alvarez; they have committed to utilizing the following CBE sub-consultants: Nifah & Partners Consulting Engineers; Oleary Richards Design, and TWR Engineers, Inc., for a total of a 35% CBE Goal.

Technical Category: 1100-General Structural Engineering; 1200-General Mechanical Engineering; 1600-General Civil Engineering; 2000-Landscape Architecture

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$179,009.94	21.90%	
LANDSCAPE ARCHITECTURE	CBE	$16,347.94	2.00%	
GENERAL CIVIL ENGINEERING	CBE	$40,869.85	5.00%	
GENERAL MECHANICAL ENGINEERING	CBE	$49,861.22	6.10%	
	Total	$286,088.95	35.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

CWP _____

SBD Director — Date 6/4/14

DBDR0090 v.20130116

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

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

LOCATION: 11800 SW 208 St — District Located: 9

Unincorporated Miami-Dade County — District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Water Connection Charges	9,806	379	0	0	0	0	0	0	10,185
Fire Hydrant Fund	1,000	0	0	0	0	0	0	0	1,000
Water Construction Fund	1,917	0	0	0	0	0	0	0	1,917
Future WASD Revenue Bonds	0	0	3,630	42,877	28,036	3,719	0	0	78,262
WASD 2013 Revenue Bond	23,445	0	0	0	0	0	0	0	23,445
WASD Revenue Bonds Sold	10,676	0	0	0	0	0	0	0	10,676
WASD Future Funding	0	0	0	0	0	0	0	63,600	63,600
TOTAL REVENUES:	46,844	379	3,630	42,877	28,036	3,719	0	63,600	189,085
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	1,287	148	1,398	2,388	1,561	207	0	3,543	10,532
Construction	21,816	2,513	23,692	40,489	26,474	3,512	0	60,057	178,553
TOTAL EXPENDITURES:	23,103	2,661	25,090	42,877	28,035	3,719	0	63,600	189,085

Estimated Annual Operating Impact will begin in FY 2018-19 in the amount of $20,000,000

WASTEWATER GENERAL MAINTENANCE AND OFFICE FACILITIES PROJECT #: 9653201

DESCRIPTION: Construct and/or renovate regional general maintenance centers, office facilities, and storage warehouses

LOCATION: Systemwide — District Located: Systemwide

Various Sites — District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	1,558	1	0	0	0	0	0	0	1,559
Future WASD Revenue Bonds	0	0	9,450	16,175	10,700	24,433	4,000	4,022	68,780
WASD 2013 Revenue Bond	2,500	0	0	0	0	0	0	0	2,500
WASD Future Funding	0	0	0	0	0	0	0	74,500	74,500
TOTAL REVENUES:	4,058	1	9,450	16,175	10,700	24,433	4,000	78,522	147,339
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Land/Building Acquisition	78	125	473	809	535	1,222	200	3,926	7,368
Planning and Design	187	300	1,134	1,941	1,284	2,932	480	9,423	17,681
Construction	1,293	2,076	7,843	13,425	8,881	20,279	3,320	65,173	122,290
TOTAL EXPENDITURES:	1,558	2,501	9,450	16,175	10,700	24,433	4,000	78,522	147,339

Estimated Annual Operating Impact will begin in FY 2015-16 in the amount of $325,000

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

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

LOCATION: Wastewater System - Central District Area; City of Miami

District Located: Systemwide

District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	0	1,939	7,160	7,500	8,752	1,583	0	0	26,934
Wastewater Renewal Fund	258	864	0	0	0	0	0	0	1,122
Future WASD Revenue Bonds	0	0	1,347	5,542	4,286	16,472	3,278	0	30,925
WASD 2013 Revenue Bond	181	0	0	0	0	0	0	0	181
WASD Revenue Bonds Sold	1,328	0	0	0	0	0	0	0	1,328
WASD Future Funding	0	0	0	0	0	0	0	100,828	100,828
TOTAL REVENUES:	1,767	2,803	8,507	13,042	13,038	18,055	3,278	100,828	161,318
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Land/Building Acquisition	53	129	192	567	624	722	131	4,033	6,451
Planning and Design	53	130	192	567	624	722	131	4,033	6,452
Construction	1,169	2,853	4,214	12,474	13,751	15,889	2,885	88,729	141,964
Equipment Acquisition	53	130	191	567	624	722	131	4,033	6,451
TOTAL EXPENDITURES:	1,328	3,242	4,789	14,175	15,623	18,055	3,278	100,828	161,318

Estimated Annual Operating Impact will begin in FY 2018-19 in the amount of $2,253,000

WATER GENERAL MAINTENANCE AND OFFICE FACILITIES PROJECT #: 9650271

DESCRIPTION: Construct regional general maintenance centers, office facilities, and storage warehouses

LOCATION: Systemwide; Various Sites

District Located: Systemwide

District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	1,742	7,622	8,150	10,814	13,550	8,829	50,707
WASD 2013 Revenue Bond	50	0	0	0	0	0	0	0	50
WASD Future Funding	0	0	0	0	0	0	0	23,500	23,500
TOTAL REVENUES:	50	0	1,742	7,622	8,150	10,814	13,550	32,329	74,257
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Land/Building Acquisition	0	2	82	359	384	510	638	1,522	3,497
Planning and Design	0	3	101	444	475	630	790	1,885	4,328
Construction	0	45	1,559	6,818	7,291	9,674	12,122	28,923	66,432
TOTAL EXPENDITURES:	0	50	1,742	7,621	8,150	10,814	13,550	32,330	74,257

PROPOSED FY14-15

WASTEWATER GENERAL MAINTENANCE AND OFFICE FACILITIES Project #:9653201

Location: Systemwide
Various Sites

Comm. District Physically Located: Systemwide
Comm. District(S) Served: Systemwide
Description: Construct and/or renovate regional general maintenance centers, office facilities, and storage warehouses

Revenue Schedule:	2013-14	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	0	15,226	15,775	17,440	8,500	4,022	2,000	62,963
WASD Future Funding	0	0	0	0	0	0	0	0	74,500	74,500
WASD Revenue Bonds Sold	0	6,474	0	0	0	0	0	0	0	6,474
Total Revenue:	**0**	**6,474**	**0**	**15,226**	**15,775**	**17,440**	**8,500**	**4,022**	**76,500**	**143,937**

Expenditure Schedule:	2013-14	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Land/Building Acquisition	97	97	226	761	789	872	425	201	3,825	7,196
Planning and Design	234	234	543	1,827	1,893	2,093	1,020	482	9,180	17,272
Construction	1,619	1,619	3,755	12,638	13,093	14,475	7,055	3,339	63,495	119,469
Total Projected Cost:	**1,950**	**1,950**	**4,524**	**15,226**	**15,775**	**17,440**	**8,500**	**4,022**	**76,500**	**143,937**

PROPOSED FY14-15

WATER GENERAL MAINTENANCE AND OFFICE FACILITIES Project #:9650271

Location: Systemwide
Various Sites

Comm. District Physically Located: Systemwide
Comm. District(S) Served: Systemwide
Description: Construct regional general maintenance centers, office facilities, and storage warehouses

Revenue Schedule:	2013-14	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	0	12,257	10,400	11,527	3,550	4,100	4,729	46,563
WASD Future Funding	0	0	0	0	0	0	0	0	8,500	8,500
WASD Revenue Bonds Sold	0	4,802	0	0	0	0	0	0	0	4,802
Total Revenue:	**0**	**4,802**	**0**	**12,257**	**10,400**	**11,527**	**3,550**	**4,100**	**13,229**	**59,865**

Expenditure Schedule:	2013-14	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Land/Building Acquisition	57	57	182	613	520	576	177	205	661	2,991
Planning and Design	69	69	219	736	624	692	213	246	794	3,593
Construction	1,024	1,024	3,251	10,908	9,256	10,259	3,160	3,649	11,774	53,281
Total Projected Cost:	**1,150**	**1,150**	**3,652**	**12,257**	**10,400**	**11,527**	**3,550**	**4,100**	**13,229**	**59,865**

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 04/29/2009 **To:** 04/29/2014

FIRM NAME: WOLFBERG/ALVAREZ AND PARTNERS, INC.
3225 Aviation Ave, Suite 400
Miami, FL 33133-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EDP-VZ-SR-GOB-290-M008 ORCHIDARIUM NORTH GARDEN	1	VZ	NO MEASURE	02/09/2010	$36,000.00
					$36,000.00
* EDP-VZ-SR-GOB-290-M009 FOUNTAIN REPAIR	1	VZ	NO MEASURE	02/09/2010	$50,000.00
					$50,000.00
E10-JMH-01 MEDIUM VOLTAGE OIL SWITCHES REPLACEMENT AND ELECTRIC SWITCHGEARS AT CENTRAL AND SOUTH WINGS REPLACEMENT (SIC 871)	1	JM	GOAL CBE 26%	07/15/2011	$473,000.00
					$473,000.00
EDP-AV-2011-D-2 LIGHTING ANALYSIS AND UPGRADES	1	AV	NO MEASURE	12/16/2011	$100,000.00
					$100,000.00
EDP-ID-GOB-Z00043 ANIMAL SERVICES DORAL CENTER VALUE ENGINEERING STUDY	1	ID	NO MEASURE	12/12/2013	$37,000.00
					$37,000.00

15

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

DBDR0212_E

Tuesday, April 29, 2014

Ver: 1

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 04/29/2009 **To:** 04/29/2014

FIRM NAME: WOLFBERG/ALVAREZ AND PARTNERS, INC.
3225 Aviation Ave, Suite 400
Miami, FL 33133-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount		$696,000.00
			Total Change Orders Approved by BCC		$85,680.00

16

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

DBDR0212_E

Tuesday, April 29, 2014

Ver: 1

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
ID	W20019	PSA	WOLFBERG ALVAREZ PARTNERS INC-inactive	7/8/2009	Asael Marrero	Interim	4.0
WS	A06-WASD-01 WO: 03	PSA	WOLFBERG ALVAREZ PARTNERS INC-inactive	2/13/2012	Eduardo M. Luis	Project conclusion or closeout	3.9
WS	A06-WASD-01 WO: 04	PSA	WOLFBERG ALVAREZ PARTNERS INC-inactive	2/13/2012	Eduardo M. Luis	Project conclusion or closeout	4.0
PW	EDP-PW-SR-20050277	EDP	WOLFBERG ALVAREZ PARTNERS INC-inactive	2/25/2009	Lana Moorey	Completion of study or design	3.0
PW	EDP-PW-SR-20050277	EDP	Wolfberg/Alvarez and Partners, Inc.	2/25/2009	Lana Moorey	Completion of study or design	3.0
WS	A06-WASD-01 WO: 04	PSA	Wolfberg/Alvarez and Partners, Inc.	2/13/2012	Eduardo M. Luis	Project conclusion or closeout	4.0
WS	A06-WASD-01 WO: 03	PSA	Wolfberg/Alvarez and Partners, Inc.	2/13/2012	Eduardo M. Luis	Project conclusion or closeout	3.9
ID	W20019	PSA	Wolfberg/Alvarez and Partners, Inc.	7/8/2009	Asael Marrero	Interim	4.0

Evaluation Count: 8 Contractors: 1 Average Evaluation: 3.7

Exit

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

WOLFBERG/ALVAREZ AND PARTNERS, INC.

Filing Information

Document Number	J47617
FEI/EIN Number	591713092
Date Filed	12/17/1986
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	01/21/1993
Event Effective Date	NONE

Principal Address

3225 AVIATION AVENUE
400
MIAMI, FL 33133

Changed: 02/15/2012

Mailing Address

3225 AVIATION AVENUE
400
MIAMI, FL 33133

Changed: 02/15/2012

Registered Agent Name & Address

ALVAREZ, JULIO E
3225 AVIATION AVENUE
400
MIAMI, FL 33133

Name Changed: 03/16/2006

Address Changed: 02/15/2012

Officer/Director Detail

Name & Address

Title PD

ALVAREZ, JULIO E.
3225 AVIATION AVENUE #400
MIAMI, FL 33133

Annual Reports

Report Year	Filed Date
2012	02/15/2012
2013	02/25/2013
2014	03/20/2014

Document Images

03/20/2014 -- ANNUAL REPORT	View image in PDF format
02/25/2013 -- ANNUAL REPORT	View image in PDF format
02/15/2012 -- ANNUAL REPORT	View image in PDF format
02/08/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
03/17/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- ANNUAL REPORT	View image in PDF format
02/19/2007 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
05/01/2003 -- ANNUAL REPORT	View image in PDF format
04/15/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
04/05/2000 -- ANNUAL REPORT	View image in PDF format
04/23/1999 -- ANNUAL REPORT	View image in PDF format
04/20/1998 -- ANNUAL REPORT	View image in PDF format
03/04/1997 -- ANNUAL REPORT	View image in PDF format
02/14/1996 -- ANNUAL REPORT	View image in PDF format
03/02/1995 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State

Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2014

To: Bill Johnson, Director
Miami-Dade Water and Sewer Department

From: Gary T. Hartfield, Division Director
Small Business Development
Internal Services Department

Subject: Project No. A06-WASD-01, South Miami Heights Maintenance Facility (SIC 871)

The subject project was reviewed by Small Business Development (SBD), for compliance with the 35% Community Business Enterprise (CBE) goal. The project is expired and closed. The Community Business Enterprise firms meeting the goal were paid $471,439.88 or 35% of the dollars paid to the prime consultant. The prime has complied with the 35% CBE goal.

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

c: Douglas Yoder, Deputy Director of Operators, WASD
Juan Carlos Arteaga, Deputy Director of Regulatory Compliance and Capital Improvements
Patty David, Chief, Intergovernmental Affairs, WASD
Lester Sola, Director, ISD
Veronica Clark, Assistant to the Director, SBD, ISD
Traci Adam-Parish, Administrative Officer 2, SBD ISD

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

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 CONSULTANT:

Name:	Wolfberg/Alvarez and Partners, Inc.
FEIN:	591713092
Address:	3225 Aviation Avenue, Suite 400 Miami, Florida 33133
Phone Number:	305-666-5474
Fax Number:	305-666-4994
E-mail Address:	restevez@wolfbergalvarez.com

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

The COUNTY and the CONSULTANT agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
WOLFBERG/ALVAREZ AND PARTNERS, INC.

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THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and WOLFBERG/ALVAREZ AND PARTNERS, INC., a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "CONSULTANT".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT to provide architectural, engineering design and limited construction management services for the South Miami Heights Maintenance Facility, hereinafter referred to as the "Project".

1. DEFINITIONS

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this AGREEMENT, which the 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 CONSULTANT, including the Appendices and Exhibits attached hereto, and all amendments and task authorization(s) to proceed issued by the COUNTY hereunder.

AMENDMENT: A written modification to this AGREEMENT executed by the 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.

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

ARCHITECT/ENGINEER (A/E): The named entity on page one (1) of this AGREEMENT and synonymous with the CONSULTANT.

AWARD: The issuance of AGREEMENT 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 AGREEMENT: 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 Agreement ; 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-built 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: The firm responsible for the overall coordination of its staff and services to be provided under the Professional Services Agreement with the COUNTY.

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 AGREEMENT .

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 AGREEMENT 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 CONSULTANT directly engaged by the 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 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.

DIRECTOR (COUNTY'S REPRESENTATIVE): The Director of the Miami-Dade Water and Sewer Department (WASD) who administers the AGREEMENT 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 AGREEMENT is duly executed by all parties and is legally binding and enforceable.

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 AGREEMENT.

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 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.

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

INSURANCE SPECIFICATIONS: Insurance requirements of the AGREEMENT to be provided by the CONSULTANT and included in the Section 27 in the AGREEMENT.

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

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

NOTICE OF TERMINATION: Written notice from Director to the CONSULTANT to stop Work under the AGREEMENT 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 CONSULTANT specifying the date on which the CONSULTANT is to proceed with the Work and on which the AGREEMENT period begins.

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

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

PROFESSIONAL SERVICES: The Scope of Services to be provided by the CONSULTANT includes, but is not limited to, services as delineated in Section 3, "Professional Services".

PROJECT: Any discrete element or scope of Work necessary to achieve the successful completion of the South Miami Heights Maintenance Facility.

PROJECT MANAGER: An individual designated by the CONSULTANT to represent the CONSULTANT during the completion of the Project.

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

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

PROPOSAL DOCUMENTS: Documents applicable to and specific to the CONSULTANT'S Proposal for this AGREEMENT, 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 AGREEMENT, and other related documents specified in the AGREEMENT, 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 and are incurred by the CONSULTANT in the fulfillment of this

AGREEMENT and which are to be compensated to the CONSULTANT in addition to the Compensation for Services.

SCOPE OF SERVICES (PROFESSIONAL SERVICES): The Scope of Services consists of the management of the overall delivery of all tasks required for the South Miami Heights Maintenance Facility. The Scope of Services to be provided by the CONSULTANT includes, but is not limited to, services as delineated in Section 3, "Professional Services".

SERVICES: As defined in Section 3 herein.

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 an agreement with the 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 CONSULTANT to perform Work under this AGREEMENT.

WORK (SERVICES): All services, tasks, and activities related to the construction of the South Miami Heights Maintenance Facility.

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

   The 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 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 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 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 CONSULTANT with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the 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 CONSULTANT agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written task authorization. The services to be provided by the CONSULTANT include, but are not limited to, the following: updating and modification of the one hundred percent (100%) design drawings also known as the construction documents to conform with the current edition of the Florida Building Code, and consideration of future impacts of sea level rise and climate change that may be addressed through design considerations, other applicable state and national codes; permitting and procurement assistance; services necessary to achieve LEED Silver rating and design and limited construction management services for the South Miami Heights Maintenance Facility and storage building. The facility will encompass approximately one hundred fifteen thousand (115,000) square feet and will consist of a high-bay area that houses maintenance and storage bays and is flanked by two (2) two (2) story structures that will include warehousing space, repair shops and an administrative office. In addition to the maintenance and storage building, the Project also includes construction of a three (3) -story parking structure for use by WASD staff assigned to the facility as well as a fueling island intended to serve WASD and County-owned vehicles. The Project will also include complete site development, including, but not necessarily limited to: the construction of exterior storage areas; the construction of asphalt and concrete pavement areas for heavy equipment parking; construction of interior site roads along with all related grading and drainage; site lighting; landscaping; and irrigation.

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONSULTANT/ INDEPENDENT CONTRACTOR RELATIONSHIP: The 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 CONSULTANT'S sole direction, supervision and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the 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 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 CONSULTANT shall supply competent employees. The COUNTY may require the 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 CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior approval from the Director or the Director's designee. The 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 conflict of interest "Affidavit" attached hereto as Attachment "C".

5. CONSULTANT'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this AGREEMENT, the 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 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 CONSULTANT shall not be compensated for the correction of errors and omissions on the part of the 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 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 Consultant.

L. The COUNTY reserves the right to require background checks on 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 CONSULTANT responsible for the security of this data.

M. All 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-onto the network after ten (10) days.

N. The 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 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 shall be completed within the time stated in the task 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 CONSULTANT shall not be entitled to an increase in the sum, payment or compensation of any kind from the COUNTY beyond that set forth in this AGREEMENT nor shall CONSULTANT be entitled to direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the

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 CONSULTANT shall be entitled only to extensions of time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this AGREEMENT shall be extended only if the CONSULTANT is delayed in performing any obligation under this AGREEMENT due to a force majeure or inevitable accident or occurrence. The 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 ban on the ability of the CONSULTANT to bring any civil action for either compensable or non-compensable time extension.

8. FORCE MAJEURE: No party shall be liable for its failure to carry out its obligations under the AGREEMENT during a period when such party is rendered unable, in whole or in part, by force majeure to carry out such obligations, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

9. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Julio E. Alvarez, P.E., and Raul J. Estevez, shall be the Principal and Project Manager, respectively. If the COUNTY or the CONSULTANT requests a change of the Principal or Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

10. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the CONSULTANT agrees to accept a fee representing full compensation for the performance of the services specified herein. The 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 CONSULTANT if the COUNTY determines that the 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 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 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 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 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 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 one hundred twenty-five dollars ($125.00) per hour for the CONSULTANT and Subconsultant(s).

   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 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.

4) The 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 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 CONSULTANT unless otherwise provided for herein or within a written task authorization. The 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 CONSULTANT, payable to such Subconsultant(s).

6) The CONSULTANT shall promptly make all payments to such Subconsultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the 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 CONSULTANT'S rates referenced above unless otherwise approved in advance by the Director.

7) The 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 CONSULTANT.

8) Not To Exceed: Under this compensation, the 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 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 total amount of Reimbursable Expense for this Project is seventy-six thousand seven hundred thirty-eight dollars and thirty-eight cents ($76,738.38). The 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 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 CONSULTANT'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the CONSULTANT shall maintain accurate records in a format and procedure provided by WASD, and the CONSULTANT shall submit said records with their invoices.
3) Reimbursable expenses of the 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 CONSULTANT shall be required to submit original receipts of all reimbursable expenses for task authorizations 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 CONSULTANT pursuant to this AGREEMENT shall not exceed six hundred seventy-three thousand, three hundred twenty-six dollars and eighty-one cents ($673,326.81), excluding the contingency allowance set forth below and reimbursable account set forth above. No minimum amount of compensation is guaranteed to the CONSULTANT.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the CONSULTANT after the six hundred seventy three thousand three hundred twenty six dollars and eighty-one cents ($673,326.81) 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, which maximum contingency allowance amount shall be sixty seven thousand three hundred thirty two dollars and sixty eight cents ($67,332.68). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the CONSULTANT. The task authorization must clearly identify, explain and justify the reason for the additional services. The CONSULTANT shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Allowance Account remains the property of the COUNTY.

F. Truth-In-Negotiation Certification of Wage Rates: Pursuant to Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes, for all lump-sum or cost-plus-a-fixed-fee professional services agreement over the threshold amount provided in Section 287.017, Florida Statutes, for Category Four, the COUNTY shall require the firm receiving the award to execute a truth-in-negotiation certificate as attached hereto as Attachment "D". The 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 CONSULTANT'S payroll prior to issuing a task authorization to proceed.

G. 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 CONSULTANT, mutually acceptable to COUNTY and 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 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 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 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 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 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 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 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 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 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 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 CONSULTANT or owned by a third party and licensed to the 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 CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The 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 CONSULTANT in the performance of this AGREEMENT. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

The 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 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 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 CONSULTANT and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the CONSULTANT or such parties has been approved or endorsed by the COUNTY.

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

17. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the 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 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 CONSULTANT, the 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 CONSULTANT shall utilize the following firms as Subconsultants:
   1. Nifah and Partners Consulting Engineer, Inc.
   2. TWR Engineers, Inc;
   3. Cherokee Consulting, Inc.
   4. O'Leary Richards Design Associates, Inc.
   5. SEQUIL Systems, Inc.

   The 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 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 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 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 thirty-five percent (35%) on the total amount of compensation for engineering services authorized under this AGREEMENT. The 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 subconsultants 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 CONSULTANT agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the 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 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 CONSULTANT agrees to provide the COUNTY with a copy of its dispute resolution.

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

21. WARRANTY: The CONSULTANT warrants that the services furnished by the 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 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 CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the 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 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 five (5) years after the date of execution of this AGREEMENT. The Agreement has an option to extend, at the discretion of the County Mayor or the Mayor's designee for a two (2) year option-to-renew period; provided that the maximum compensation set forth in Section 10.D. is not reached by the completion of the initial effective term. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this AGREEMENT, including but not limited to, indemnification and insurance. This AGREEMENT may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this AGREEMENT'S effective term shall be compensated in accordance with Section 10 herein.

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

25. CONSEQUENCE FOR NONPERFORMANCE: Should the CONSULTANT fail to perform its services within the time frames outlined, and such failure causes a delay in the progress of the services, the 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 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 CONSULTANT and other persons employed or utilized by the 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 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 CONSULTANT'S negligence, recklessness or intentionally wrongful conduct of the CONSULTANT or its employees or agents. The CONSULTANT expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the 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 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 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 three hundred thousand dollars ($300,000.00) 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 three hundred thousand dollars ($300,000.00) 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 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 "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division; or,

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

The 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 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 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 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 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 CONSULTANT'S obligations hereunder. The 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 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; 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; and
11) Resolution R-63-14 – Contractor Due Diligence Affidavit, Attachment "G".

B. Furthermore, the CONSULTANT shall execute the attached Affirmation of Vendor Affidavits, attached hereto as Attachment "H":

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, Attachment "H";
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 "I".
12) False Claims, Ordinance No. 99-152; and
13) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code, Attachment "J".

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 CONSULTANT'S proprietary computer programs or software, developed by the CONSULTANT outside of this AGREEMENT, shall remain the exclusive property of the CONSULTANT and shall not be disclosed to third parties, unless otherwise required by law. The 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 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 CONSULTANT to the COUNTY.

33. EQUAL OPPORTUNITY: The 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 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 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 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 CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the 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 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 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 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 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 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 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 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 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 CONSULTANT shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and

B. The 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 CONSULTANT, its officers, agents, employees, subcontractors and suppliers. The CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the 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 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 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 CONSULTANT and COUNTY in connection with this AGREEMENT. The scope of services performed by an IPSIG may include, but is 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 CONSULTANT, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to the CONSULTANT from an IPSIG, the 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 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 CONSULTANT shall comply with the state of Florida Public Records Law, Section 119.0701, Florida Statutes, 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, Florida Statutes, 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 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 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 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 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 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 CONSULTANT to perform like services for WASD. The CONSULTANT shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other 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 CONSULTANT is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the CONSULTANT needs access to such COUNTY property, the 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 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 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, arenas, 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 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 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 it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this AGREEMENT.

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 CONSULTANT certifies that the 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 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.

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

ATTEST:

By:_____
Harvey Ruvin
Clerk of the Board

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

By:_____
Carlos A. Gimenez
County Mayor

ATTEST:

By:_____
Signature
JULIO E ALVAREZ, Secretary
Print Name

Wolfberg/Alvarez and Partners, Inc.
(Corporate Seal)

By:_____
Signature
JULIO E ALVAREZ, President
Print Name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 27th day of May 2014, by Julio E. Alvarez, as President, and Julio E. Alvarez, as Secretary, of Wolfberg Alvarez and Partners, a _____, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Odalis Vidal
Notary Public
Odalis Vidal
Print Name

EE 844196
Serial Number

NOTARY PUBLIC STATE OF FLORIDA
ODALIS VIDAL
MY COMMISSION # EE 844196
EXPIRES: October 16, 2016
Bonded Thru Budget Notary Services

Approved for Legal Sufficiency:

Sarah Esquivel Davis 6/24/14
Assistant County Attorney

Agreement:14WAPI002
Project No. A06-WASD-01R

ATTACHMENTS

Attachment A	Proposal for Engineering Services and Labor Expenses
Attachment B	Labor Rates
Attachment C	Conflict of Interest Affidavit
Attachment D	Truth-In-Negotiation Certificate
Attachment E	Monthly Utilization Report
Attachment F	ISD Form #10 Subcontractor Payment Report
Attachment G	Contractor Due Diligence Affidavit
Attachment H	Affirmation of Vendor Affidavits
Attachment I	ISD Form #7 Subcontracting/Supplier Listing
Attachment J	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 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 3			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 2			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 1			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			Sub-totals	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$0.00	$0.00

Summary of Direct Expenses

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

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

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			
		Subtotal of Permit Fees	$ -
		$ - 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. $ -

EXHIBIT "C"

AFFIDAVIT

I, Julio E. Alvarez, P.E., being first duly sworn, state:

1. I am employed by Wolfberg Alvarez and Partners, Inc. to work on the Miami-Dade Water and Sewer Department's project(s) related to the South Miami Height Maintenance Facility ("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, and children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to WASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

May 27, 2014
Date

Julio E. Alvarez, P.E.
Name of Affiant

Signature

The foregoing instrument was acknowledged before me this 27th day of May, 2014, by Julio E. Alvarez, who is personally known to me or and has/has not produced known as identification and did/did not take an oath.

Odalis Vidal
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
ODALIS VIDAL
MY COMMISSION # EE 844196
EXPIRES: October 16, 2016
Bonded Thru Budget Notary Services

Odalis Vidal
Print Name

EE 844196
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: SOUTH MIAMI HEIGHT MAINTENANCE FACILITY

PROJECT NUMBER: A06-WASD-01R

Before me the undersigned authority appeared Julio E. Alvarez, P.E. (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 President

Date May 27, 2014

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 27th day of May, 2014,

by Julio E. Alvarez, P.E.,
(Authorized Representative)

of Wolfberg Alvarez and Partners, 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.

Odalis Vidal
(Signature of Notary)

Odalis Vidal
(Print Name)

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF FLORIDA
ODALIS VIDAL
MY COMMISSION # EE 844196
EXPIRES: October 16, 2016
Bonded Thru Budget Notary Services

Notary Commission Number: EE 844196
My Commission Expires: 10-16-2016

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

DEPARTMENT OF BUSINESS DEVELOPMENT

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

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

A

REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM		PROJECT LOCATION		NTP DATE	
TO		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER		PHONE	FACSIMILE
AMOUNT REQUISITIONED THIS PERIOD		AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD		AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	

PRIME CONTRACTOR		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT AMOUNT		
NAME OF FIRM					
ADDRESS		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE	FACSIMILE	PROJECT MANAGER (PRIME CONTR.)			

B SUBCONSULTANTS

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

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

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

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

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

ARCHITECTURE & ENGINEERING UTILIZATION REPORT – FINAL ONLY

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

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

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

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____

Sworn before me:

This _____ day of _____, 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

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

AUTHORIZED SIGNATURE OF PROJECT MANAGER _____ PRINT NAME _____ DATE _____

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

ATTACHMENT F

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)

ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT

(Ordinance 11-90)

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

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

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

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

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

ignature | Print Name and Title | Date

For Departmental Use Only

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

ATTACHMENT G

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition; Not Applicable

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; Not Applicable

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not. Not Applicable

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: 14WAPI002 Federal Employer Identification Number (FEIN): 59-1713092

Contract Title: South Miami Heights Maintenance Facility

Julio E. Alvarez, P.E.	President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Wolfberg Alvarez and Partners, Inc.		May 27, 2014
Name of Firm		Date
3225 Aviation Avenue, Suite 400, Miami	Florida	33133
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 27th day of, May 2014

by Julio E. Alvarez He or she is personally known to me ☒ or has produced identification

Type of Identification produced

Odalis Vidal
Signature of Notary Public

EE844196
Serial Number

Odalis Vidal
Print or Stamp of Notary Public

10-16-2016
Expiration Date

NOTARY PUBLIC STATE OF FLORIDA
ODALIS VIDAL
MY COMMISSION # EE 844196
EXPIRES: October 16, 2016
Bonded Thru Budget Notary Services
Notary Public Seal

2/2014

EXHIBIT "H"

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. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer Identification Number (FEIN): 59-1713092

Contract Title: South Miami Heights Maintenance Facility, Project No: A06-WASD-01R / Agreement No: 14WAPI002

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

Julio E. Alvarez, P.E.	President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Wolfberg Alvarez and Partners, Inc.		May 27, 2014
Name of Firm		Date
3225 Aviation Avenue, Suite 400, Miami	Florida	33133
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 27th day of, May 20 14.

Julio E. Alvarez He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced

Odalis Vidal

Signature of Notary Public

Odalis Vidal

Print or Stamp of Notary Public

10-16-2016

Expiration Date

NOTARY PUBLIC STATE OF FLORIDA

ODALIS VIDAL

MY COMMISSION # EE 844196 Serial Number

EXPIRES: October 16, 2016

Bonded Thru Budget Notary Services

Notary Public Seal

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Wolfberg Alvarez and Partners, Inc. FEIN # 59-1713092

Project/Contract Number A06-WASD-01R / 14WAPI002

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

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

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

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Nifah & Partners Consulting Engineers, Inc.	Samuel N. Nifah, P.E.	Structural & Civil Engineering	1			1					3	2		1	4			
8785 SW 165 Avenue, Suite 108																		
Miami, Florida 33193																		

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

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

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

Signature of Bidder/Respondent	Julio E. Alvarez, P.E.	President	05/27/14
	Print Name	Print Title	Date

SUB 100 Rev. 6/12

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

Firm Name of Prime Contractor/Respondent Wolfberg Alvarez and Partners, Inc. FEIN # 59-1713092

Project/Contract Number A06-WASD-01R / 14WAPI002

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

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Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
TWR Engineers	Eduardo Ramos	Plumbing & Fire Protection	3		1	1	1				6				6			
12915 S.W. 132 Street #1																		
Miami, Florida 33186																		

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

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

Signature of Bidder/Respondent	Print Name	Print Title	Date
	Julio E. Alvarez, P.E.	President	05/27/14

SUB 100 Rev. 6/12

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Wolfberg Alvarez and Partners, Inc. FEIN # 59-1713092

Project/Contract Number A06-WASD-01R / 14WAPI002

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

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			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
O'Leary Richards Design Assoc. Inc.	Kathryn O'Leary Richards	Landscape & Irrigation Design		1	1						3		1		1	1		
8525 S.W. 92 Street, #C11																		
Miami, Florida 33156																		

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

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

Signature of Bidder/Respondent | Julio E. Alvarez, P.E. (Print Name) | President (Print Title) | 05/27/14 (Date)

SUB 100 Rev. 6/12

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

Firm Name of Prime Contractor/Respondent Wolfberg Alvarez and Partners, Inc. FEIN # 59-1713092

Project/Contract Number A06-WASD-01R / 14WAPI002

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

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			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Cherokee Enterprises	Jeffrey S. Northrup	Environmental	4	1	1	2	2				28	10	9	12	13			4
14474 Commerce Way																		
Miami Lakes, Florida 33016																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
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I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent | Julio E. Alvarez, P.E. (Print Name) | President (Print Title) | 05/27/14 (Date)

SUB 100 Rev. 6/12

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

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Project/Contract Number A06-WASD-01R / 14WAPI002

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			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
SEQUIL Systems Inc.	Jeffrey J. Conley	LEED, Commissining	1		1						3	3	3		3			
1 S.E. 4th Avenue #205																		
Delray Beach, Florida 33483																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
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I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent | Julio E. Alvarez, P.E. (Print Name) | President (Print Title) | 05/27/14 (Date)

SUB 100 Rev. 6/12

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:

It is the policy of Wolfberg Alvarez and Partners to promote equal opportunity to sub-consultants and vendors providing goods and services, without regards to sub-consultant or vendor's race, ethnic origin, age, sex, disability, religious affiliation or national origin.

Wolfberg Alvarez and Partners solicits participation from sub-consultants, and awards sub-consultant contracts, based on each prospective sub-consultants' professional qualifications, with special emphasis given towards offering sub-contracting or business opportunities to minority-owned and small business concerns.

The Firm maintains, and continuously updates, a data base of potential and available sub-consultants utilizing listings of qualified professionals and vendors published by local, state, federal agencies and trade and professional organizations.

The Firm utilizes these resources to identify potential sub-consultants as well as vendors for other goods and services.

The Firm reviews each published Request for Qualifications and/or potential project commission, and evaluates every available opportunity to extend offers of participation to sub-consultants. Sub-consultant firms are identified for each available opportunity, and are then individually contacted to gauge their respective interest in providing required services. Throughout the project acquisition process, Woflberg Alvarez and Partners will work with each respective sub-consultant, and where necessary provide assistance in the preparation of qualifications; planning of presentations participation, as well as provide guidance in the management and scheduling of work.

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

Signature of Authorized Representative: _____

Title: President Date: May 27, 2014

Proposer's Name: Wolfberg Alvarez and Partners, Inc.