

Memorandum



Date: October 21, 2014

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

Agenda Item No. 8(O)(3)

From: Carlos A. Gimenez
Mayor

Resolution No. R-936-14

Subject: Executive Summary of a Non-Exclusive Professional Services Agreement to CH2M Hill, Inc. in an amount not to exceed \$139,394,748 for Owner's Representation for Professional Engineering Services Related to the State's Ocean Outfall Legislation and Miami-Dade County's Wastewater System; Project No: E13-WASD-11, Contract No. 14CH2M006

This memorandum provides an executive summary of the accompanying contract award recommendation to CH2M Hill, Inc. as referenced above. This is a contract award recommendation to CH2M Hill, Inc. for a project related to the Ocean Outfall Legislation passed by the Florida Legislature in 2008 and amended in 2013. The project is known as the "Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System." The Ocean Outfall Legislation relates to Miami-Dade County in that the County has two (2) ocean outfalls, one is located at the North District Wastewater Treatment Plant, and the other is located at the Central District Wastewater Treatment Plant. Both ocean outfalls are used by the Miami-Dade Water and Sewer Department (WASD).

As stated previously, in 2008, the Florida Legislature approved and the Governor signed a law requiring all wastewater utilities in southeast Florida utilizing ocean outfalls for disposal of treated wastewater to 1) reduce nutrient discharges or meet advanced wastewater treatment by 2018, 2) cease using ocean outfalls by 2025 being used for treated wastewater disposal, and 3) reuse 60 percent of the flows by 2025. The statute required affected utilities to submit a preliminary compliance plan by 2013. In 2013, the Ocean Outfall Legislation was amended to provide greater flexibility to meet the reuse requirements. A provision was included for utilities with multiple outfalls that 60 percent of the reuse requirement is applicable to the combined flow of the utility's system-wide facilities. The amendment also allows the continued use of the outfalls for managing sewage peak flows not to exceed 5 percent of the annual baseline flows.

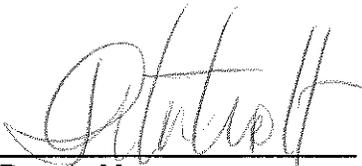
On June 28, 2013, WASD submitted to Florida Department of Environmental Protection an implementation plan entitled "Water and Sewer Department Ocean Outfall Legislation Compliance Plan" in which a total of \$3.32 billion is described in project descriptions and costs to meet the compliance dates established by the Ocean Outfall Legislation. The Department's plan can be accessed online at www.miamidade.gov/water under the section entitled "Ocean Outfall Legislation Compliance Plan."

Specific to Miami-Dade County, the Ocean Outfall Legislation requires diverting all routine sewage flows (approximately 195 million gallons per day) from the County's ocean outfalls by 2025, primarily impacting the Central and North District Wastewater Treatment Plants. Additional treatment (High Level Disinfection) is required to meet state and federal standards for effluent reuse or effluent disposal through deep injection wells. At the North District Wastewater Treatment Plant, there is insufficient land available to accommodate the required

treatment facilities. As such, WASD will construct a new wastewater facility that will be known as the West District Wastewater Treatment Plant. This new West District Wastewater Treatment Plant will reduce 1) the need to pump wastewater from western development to the east, 2) flows at both the Central and North Wastewater Treatment Plants to enhance treatment effectiveness, and 3) the vulnerability of the treatment system to potential storm surge damage. In addition, changes are required to the wastewater collection system to manage sewage flows, particularly peak flows. Current plans to meet the mandated 60 percent effluent reuse requirement which amounts to 117 million gallons per day (the largest reuse program in Florida) include a provision of 75 to 90 million gallons per day to Florida Power and Light for cooling of their proposed new power generators, and replenishment of the upper Floridan aquifer with the balance of reused water available.

The contract award recommendation for this Non-Exclusive Professional Services Agreement to CH2M Hill, Inc. will assist the County in complying with the requirements of the Ocean Outfall Legislation in the most cost-effective and timely manner to stay within budget and to meet the regulatory deadlines imposed by the legislation. Some of the services that will be rendered include: 1) validate WASD's Capital Program for its wastewater treatment plants and wastewater collection and transmission system improvements, 2) identify preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the Ocean Outfall Legislation, 3) identify risks that may impact the implementation of the Ocean Outfall Legislation Capital Improvement Program including future climate change impacts, such as sea level rise, storm surge, wind, and flooding, 4) provide the necessary support to WASD with water and sewer infrastructure outreach programs, and 5) participate in meetings with regulatory agencies. A full, open, and competitive solicitation and selection process was conducted in recommending CH2M Hill, Inc. for award of this PSA.

In order to ensure timely compliance with the Ocean Outfall Legislation, WASD is requesting a waiver of the Mayor's 10-day veto period to allow this contract award to become effective immediately upon approval by the County Mayor and the filing of approval with the Clerk of the Board.



Deputy Mayor
Jack Osterholt

Memorandum



Date: October 21, 2014

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

From: Carlos A. Gimenez
Mayor

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

Subject: Resolution Approving Award of a Non-Exclusive Professional Services Agreement to CH2M Hill, Inc. in an Amount not to Exceed \$139,394,748.00 over a Twelve Year Period, Owner's Representation for Professional Engineering Services related to the State's Ocean Outfall Legislation and Miami-Dade County's Wastewater System; Project No: E13-WASD-11, Contract No. 14CH2M006

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a Non-Exclusive Professional Services Agreement Project No. E13-WASD-11, Contract No. 14CH2M006 to CH2M Hill, Inc. for Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System. The total compensation amount is not to exceed \$139,394,748 over the twelve (12) year project period. This contract is structured with a six (6) year term and a one (1) six (6) year option-to-renew period. The Mayor shall seek approval from the Board prior to exercising the option-to-renew or any compensation above the initial award amount.

This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD) and is recommended for approval.

This item is time sensitive as the advertisement for the design work related to the State of Florida's Ocean Outfall Legislation was postponed due to the time required for the selection of the Program and Construction Management Services Consultant for the County's Consent Decree. It was determined that the consulting firm selected for the Program and Construction Management Services Project to manage the County's Consent Decree could not compete for this Ocean Outfall Contract. Since the Program and Construction Management Services Consultant Project was advertised first, the advertisement for the Ocean Outfall Project was held until a selection for the Program and Construction Management Services Consultant was finalized. WASD now has a Program and Construction Management Services Consultant on board in order to proceed with the work required to meet the state-mandated ocean outfall schedule expeditiously. WASD is requesting a waiver of the Mayor's ten (10) day veto period to allow this Resolution to become effective immediately upon approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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 delegation of authority is requested.

SCOPE

PROJECT NAME: Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

PROJECT NO: E13-WASD-11

CONTRACT NO: 14CH2M006

The scope of services to be provided by the Owner's Representative includes but is not limited to the following:

- A. Validate the Capital Improvement Program for the Wastewater Treatment Plants and Wastewater Collection and Transmission System Improvements to cost effectively fulfill the requirements of the Ocean Outfall Legislation, and to meet future system demands forecast to the year 2035 (hereinafter referred to as the Ocean Outfall Legislation Capital Improvement Program).
- B. Outline, identify and/or develop preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the Ocean Outfall Legislation.
- C. Identify potential risks that may have an impact on the implementation of the Ocean Outfall Legislation Capital Improvement Program and provide a mitigation plan which includes identifying and recommending mitigation options to address future climate change impacts, such as sea level rise, storm surge, wind, and flooding. Consider facility impacts due to sea-level rise and other potential climate change impacts on facilities.
- D. Advise and provide strategic day-to-day oversight and direction to the Ocean Outfall Legislation Capital Improvement Program.
- E. Prepare and maintain, together with WASD's staff, a Program Management Plan for use by the Owner's Representative, which also includes various consultants assisting WASD with the implementation of its Ocean Outfall Legislation Capital Improvement Program. This also applies to establishing proper communication protocols, design and process standards.
- F. Coordinate and assist WASD with Wastewater Facilities Master Planning as required to ensure comprehensive and long-term viability of the Ocean Outfall Legislation Capital Improvements Program with other concurrent legislations such as the Environmental Protection Agency's Consent Decree, South Florida Water Management District's Water Use Permit requirements, and other Master Planning efforts.
- G. Establish standards and guidelines for cost estimating. The Owner's

Representative shall work with WASD's staff to ensure that all project cost estimates meet the cost estimating standards, including those in planning, preliminary engineering and detailed design. The Owner's Representative shall review cost estimates generated for consistency with the standards and guidelines and to ensure that cost estimates performed at various stages in the design process adequately and appropriately incorporate factors to account for project risk elements.

- H. Develop and manage the program master schedule and task schedules, including phasing work appropriately to meet Ocean Outfall Legislation requirements and future demand projections, and provide budget and cost oversight of all program elements and resources.
- I. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with WASD. These reports may be used to prepare reports submitted to the Florida Department of Environmental Protection as part of the Ocean Outfall Legislation requirements.
- J. Work with WASD to establish and implement both a physical and an electronic central Ocean Outfall Legislation Capital Improvement Program document library. All documents associated with the Ocean Outfall Legislation Capital Improvement Program, including reports, meeting agendas and minutes, transmittals, design drawings and specifications, technical memorandums, schedules, correspondence, e-mails etc. shall be managed and organized in the library. The Owner's Representative may be requested to provide assistance to WASD in the development and management of a public website that contains information related to the execution of the Ocean Outfall Legislation Capital Improvement Program. The Owner's Representative shall develop templates for documents and reports to ensure consistency throughout the Ocean Outfall Legislation Capital Improvement Program.
- K. Support WASD with water and sewer infrastructure public outreach of the Ocean Outfall Legislation Capital Improvement Program which may include responding to inquiries and complaints.
- L. Participate in update meetings with regulatory agencies and develop required materials for each meeting.
- M. Support WASD in analyzing and preparing possible recommendations for modifications to the reuse provisions of the Ocean Outfall Legislation Capital Improvement Program as included in the reporting requirements of the Ocean Outfall Legislation.

- N. Assist WASD in the preparation of all reports that are required by the Ocean Outfall Legislation Capital Improvement Program to be submitted to Florida Department of Environmental Protection or other regulatory authority.
- O. Perform value engineering. This includes establishing when value engineering shall occur, the format and schedule for value engineering efforts, and establishing a standard value engineering report format and templates.
- P. Provide assistance to WASD, as-needed, with permits, regulatory and environmental review. The Owner's Representative shall review permits and environmental work to ensure consistency with the overall Ocean Outfall Legislation Capital Improvement Program.
- Q. Assist WASD in the review of design documents including constructability reviews, assist WASD and/or design consultant(s) with bid phase services, including but not limited to drafting specifications, as needed.
- R. Oversee and support the design and construction administration phases of the capital program as needed and as required by WASD.
- S. Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the Ocean Outfall Legislation Capital Improvement Program and associated Wastewater Treatment Plants and Wastewater Collection and Transmission System Capital Program.
- T. Perform daily inspections, prepare daily logs, detailed review of contractors' updated and revised schedules, prepare recommendations for approval, review schedules of values, contract interpretations and clarifications, process and authorize progress payments including allowance account and change orders, review operation and maintenance manuals, respond to requests for information, and evaluate claims from contractors.
- U. Aid in the integration of consultant staff with WASD's staff.
- V. Provide financial and economic review and oversight during the course of the Ocean Outfall Legislation Capital Improvement Program.
- W. Evaluate and reconcile scope and other technical aspects and/or conflicts with the Consent Decree requirements.
- X. Prepare Basis of Design Reports as-directed by WASD for specific projects as required by the Ocean Outfall Legislation Capital Improvement Program.
- Y. Provide advice to WASD and recommend the best construction

delivery method for the various projects identified to implement the Ocean Outfall Legislation; including alternative delivery methods (e.g. Design-Build, Construction-Management-At-Risk, Progressive Design-Build, Private/Public Partnership, etc).

- Z. Assist WASD in achieving LEED Certification as mandated by the County for sustainable development for all of the qualifying projects to be executed under the Ocean Outfall Legislation Capital Improvement Program.

PROJECT LOCATION: The scope of this project is countywide in nature.

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners Section 2-8.1 of the Miami-Dade County Code

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

FISCAL IMPACT / FUNDING SOURCE

FUNDING SOURCES: SOURCE
 Wastewater Connection Charges
 Future WASD Revenue Funds
 WASD Revenue Bonds Sold

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	962670- OUTFALL LEGISLATION Book Page 119; Adopted Capital Budget Book Funding Year: 2014-2020	\$139,394,748.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION

AND SANITARY SEWAGE
 COLLECTION AND TRANSMISSION
 SYSTEMS

- Prime 6.02 WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES
- Prime 6.03 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
- Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
- Other 9.01 SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
- Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
- Other 9.04 SOILS, FOUNDATIONS AND MATERIALS TESTING - NON-DESTRUCTIVE TESTING AND INSPECTIONS
- Other 10.05 ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
- Other 11.00 GENERAL STRUCTURAL ENGINEERING
- Other 12.00 GENERAL MECHANICAL ENGINEERING
- Other 13.00 GENERAL ELECTRICAL ENGINEERING
- Other 14.00 ARCHITECTURE
- Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- Other 16.00 GENERAL CIVIL ENGINEERING
- Other 18.00 ARCHITECTURAL CONSTRUCTION MANAGEMENT
- Other 19.06 VALUE ANALYSIS AND LIFE-CYCLE COSTING - WATER AND SANITARY SYSTEMS

**NTPC'S
 DOWNLOADED:** 211

**PROPOSALS
 RECEIVED:** 3

TOTAL CONTRACT PERIOD: Six (6) years with a one (1) six (6) year option-to-renew. The Mayor shall seek Board approval prior to exercising the one (1) six (6) year option-to-renew or any compensation above the initial award amount. This contract term is exclusive of the warranty administration period.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$140,000,000

BASE CONTRACT AMOUNT: \$139,394,748 The contract was negotiated with a not to exceed amount.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE): N/A

TOTAL AMOUNT: \$139,394,748

TRACK RECORD / MONITOR

SBD HISTORY OF VIOLATIONS: None

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. A responsibility review report is attached.

EXPLANATION: On April 24, 2014, a Notice to Professional Consultants was issued under full and open competition. On June 13, 2014, the Clerk of the Board received three (3) proposals.

First-Tier

At the First-Tier "Evaluation of Qualifications" meeting held on July 29, 2014, the Competitive Selection Committee reviewed and ranked the three (3) proposals. At this meeting, it was determined that three (3) firms met the minimum qualifications and demonstrated their relevant experience with the projects as required by the Notice to Professional Consultants. The

Competitive Selection Committee evaluated and ranked the three (3) firms and voted to short-list the three (3) firms.

Second-Tier

The Second-Tier "Oral Presentations" meeting was held on August 14, 2014. The Competitive Selection Committee ranked CH2M Hill, Inc. as the highest ranking firm (see below) and recommended to negotiate the contract with CH2M Hill, Inc.

Firm	Total Qualitative Scores	Total Ordinal Scores	Ordinal Ranking
CH2M Hill, Inc.	479	8	1
MWH Americas, Inc.	471	10	2
Carollo Engineers, Inc.	462	12	3

The Negotiation Committee was approved by the County Mayor's designee on August 18, 2014. Negotiations commenced on September 5, 2014 and concluded on September 10, 2014 with CH2M Hill, Inc. This is the recommendation to award the contract to CH2M Hill, Inc.

Based on the Internal Services Department CIIS database, CH2M Hill, Inc. has eleven (11) evaluations with a three point eight (3.8) rating out of a possible total four (4.0) points.

SUBMITTAL DATE: 6/13/2014

ESTIMATED NOTICE TO PROCEED: 11/3/2014

PRIME CONTRACTOR: CH2M HILL, INC.

COMPANY PRINCIPAL: Mathew B. Alvarez, P.E.

COMPANY QUALIFIERS: Mathew B. Alvarez, P.E.

COMPANY EMAIL ADDRESS: matt.alvarez@ch2m.com

COMPANY STREET ADDRESS: 3150 S.W. 38 Avenue, Suite-700

COMPANY CITY-STATE-ZIP: Miami, Florida 33146

YEARS IN BUSINESS: 70 years

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report provided by the Internal Services Department, Division of Small Business, CH2M Hill, Inc. has been awarded a total contract value of \$3,110,315 which includes the following:

1. Two (2) Professional Service Agreements with a value of \$2,464,000.
2. Five (5) Equitable Distribution program contracts with a total contract value of \$634,315.
3. One (1) Change Order with a value of \$12,000.

SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE): Hazen and Sawyer, P.C.; Parsons Brinckerhoff, Inc.; Gannett Fleming, Inc.; Leidos Engineering, LLC n/k/a The Louis Berger Group, Inc.; Nova Consulting, Inc.(CBE); CES Consultants Inc.(CBE); A.D.A Engineering, Inc.(CBE); Milian, Swain & Associates, Inc.(CBE); Vital Engineering, Inc.(CBE); Rohadfox Construction Control Services of Florida, LLC(CBE); GCES Engineering Services, LLC (CBE); Hadonne Corp.(CBE); John Proni, PHD; Cunningham Group, Inc.; G-T Construction Group, Inc.; The Miami-Dade Chamber of Commerce, Inc.; and Climsystems, LTD.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes. The Prime Consultant shall be an engineering firm experienced in all phases of wastewater engineering, including design, permitting, construction, operation and maintenance of wastewater treatment, collection, transmission and disposal systems.

The Prime Consultant shall also be able to demonstrate successful experience with Programs and Construction Management Services related to the above listed activities, as well as planning, implementing and managing similar programs of a similar size within the last ten (10) years from the date of the solicitation. The Prime Consultant must have been a Program Manager on a Wastewater Capital Program with a major utility within the last ten (10) years from the date of the solicitation. The Prime Consultant shall also be able to demonstrate successful experience in all phases of wastewater engineering related services including, but not limited to: master planning, value engineering, design, permitting, construction management, operation and maintenance for major upgrades of wastewater treatment plants and, wastewater collection and transmission systems. Prime Consultants (whether responding alone or as a joint venture) shall be able to provide at least one (1) example where they provided a comprehensive construction management team for the upgrade of

**ASSIGNED CONTRACT
MEASURES:**

VALUE

CBE 28.00% \$39,030,529 Per Administrative Order 3-32

**MANDATORY
CLEARING HOUSE:**

No

**CONTRACT MANAGER
NAME / PHONE / EMAIL:**

Patty David 786-552-8040 pattyd@miamidade.gov

**PROJECT MANAGER
NAME / PHONE / EMAIL:**

Isaac Smith 786-268-5196 lsmit01@miamidade.gov

BACKGROUND

BACKGROUND:

In 2008, the Florida Legislature approved and the Governor signed a law requiring all wastewater utilities in southeast Florida utilizing ocean outfalls for disposal of treated wastewater to 1) reduce nutrient discharges or meet advanced wastewater treatment by 2018, 2) cease using ocean outfalls by 2025 being used for treated wastewater disposal, and 3) reuse 60% of the flows by 2025. The statute required affected utilities to submit a preliminary compliance plan by 2013.

The Ocean Outfall Legislation relates to Miami-Dade County in that the County has two (2) ocean outfalls, one is located at the North District Wastewater Treatment Plant, and the other is located at the Central District Wastewater Treatment Plant. Both ocean outfalls are used by the Miami-Dade Water and Sewer Department (WASD).

The Ocean Outfall Legislation was amended in 2013 to provide greater flexibility to meet the reuse requirements. A provision was included for utilities with multiple outfalls that sixty (60) percent of the reuse requirement is applicable to the combined flow of the utility's system-wide facilities. The amendment also allows the continued use of the outfalls for managing sewage peak flows not to exceed five (5) percent of the annual baseline flows.

On June 28, 2013, WASD submitted to Florida Department of Environmental Protection an implementation plan entitled "Water and Sewer Department Ocean Outfall Legislation Compliance Plan" in which a total of \$3.32 billion is described in project descriptions and costs to meet the compliance dates established by the Ocean Outfall Statute. The Department's plan can be accessed online at www.miamidade.gov/water under the section entitled "Ocean Outfall Legislation Compliance Plan".

Specific to Miami-Dade County, the Ocean Outfall Legislation requires diverting all routine sewage flows (approximately 195 million gallons per day) from the County's ocean outfalls by 2025, primarily impacting the Central and North District Wastewater Treatment Plants. Additional treatment (High Level Disinfection) is required to meet state and federal standards for effluent reuse or effluent disposal through deep injection wells. At the North District Wastewater Treatment Plant, there is insufficient land available to accommodate the required treatment facilities. As such,

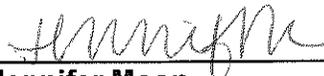
WASD will construct a new wastewater facility that will be known as the West District Wastewater Treatment Plant. This new West District Wastewater Treatment Plant will reduce 1) the need to pump wastewater from western development to the east, 2) flows at both the Central and North Wastewater Treatment Plants to enhance treatment effectiveness, and 3) the vulnerability of the treatment system to potential storm surge damage. In addition, changes are required to the wastewater collection system to manage sewage flows, particularly peak flows. Current plans to meet the mandated sixty (60) percent effluent reuse requirement (which amounts to 117 million gallons per day, by far the largest reuse program in Florida) includes a provision of 75 to 90 million gallons per day to Florida Power and Light for cooling of their proposed new power generators, and replenishment of the upper Floridan aquifer with the balance of reused water available.

The professional engineering services proposed in the attached Professional Services Agreement will assist the County comply with the requirements of the Ocean Outfall Legislation in the most cost-effective and timely manner to stay within budget and to meet the regulatory deadlines imposed by the legislation. Some of the services that will be rendered include: 1) validate WASD's Capital Program for its wastewater treatment plants and wastewater collection and transmission system improvements, 2) identify preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the Ocean Outfall Legislation, 3) identify risks that may impact the implementation of the Ocean Outfall Legislation Capital Improvement Program including future climate change impacts, such as sea level rise, storm surge, wind, and flooding, 4) provide the necessary support to WASD with water and sewer infrastructure outreach programs, and 5) participate in meetings with regulatory agencies.

Owner's Representative for Professional Engineering Services relating to
the State of Florida's Ocean Outfall Legislation and Miami-Dade County's
Wastewater System - Project No: E13-WASD-11

Signature Page

BUDGET APPROVAL
FUNDS AVAILABLE:



Jennifer Moon
OMB DIRECTOR

10/7/14
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:



Henry N. Gillman
COUNTY ATTORNEY

9/30/14
DATE



Jack Osterholt
DEPUTY MAYOR

10/10/14
DATE

CLERK OF THE BOARD
MIAMI-DADE COUNTY, FLA.
#1

2014 OCT 10 PM 3:19

CLERK OF THE BOARD



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(0)(3)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(0)(3)
10-21-14

RESOLUTION NO. R-936-14

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT TO CH2M HILL, INC. IN AN AMOUNT NOT TO EXCEED \$139,394,748.00 OVER A TWELVE YEAR PERIOD, EXCLUSIVE OF THE WARRANTY ADMINISTRATION PERIOD, WITH AN INITIAL SIX YEAR CONTRACT TERM, AND ONE SIX YEAR OPTION TO RENEW REQUIRING BOARD APPROVAL, FOR A PROJECT ENTITLED "OWNER'S REPRESENTATIVE FOR PROFESSIONAL ENGINEER SERVICES RELATED TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MIAMI-DADE COUNTY'S WASTEWATER SYSTEM"; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND TO 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 award of a Non-Exclusive Professional Services Agreement to CH2M Hill, Inc. in an amount not to exceed \$139,394,748.00 over a twelve (12) year period, exclusive of the warranty administration period, with an initial six (6) year contract term, and a one (1) six (6) year option-to-renew requiring Board approval prior to exercising the option-to-renew or payment of any other compensation above the initial award amount, for a project entitled "Owner's Representative for Professional Engineer Services Related to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System", in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute

The foregoing resolution was offered by Commissioner **Sally A. Heyman** who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of October, 2014. This resolution shall become effective upon the earlier of (1) 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, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

Henry N. Gillman

Memorandum



Date: October 3, 2014

To: Lester Sola
Director
Internal Services Department

Through: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Faith Samuels
Sr. A/E Consultant Selection Coordinator
Internal Services Department

Subject: Responsibility Review - ISD Project No. E13-WASD-11- Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

Background

The County advertised the referenced solicitation on April 24, 2014 pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34, and Administrative Order (A.O.) 3-39.

The Miami-Dade Water and Sewer Department (WASD) requested that the Internal Services Department (ISD) issue a solicitation for acquisition of professional engineering services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's wastewater system. The services to be provided by the selected Consultant include, but are not limited to, the following:

- A. Validate the capital program for the Wastewater Treatment Plants and Wastewater Collection and Transmission System improvements to cost-effectively fulfill the requirements of the Ocean Outfall Legislation and to meet future system demands forecast to the year 2035;
- B. Outline, identify and/or develop preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the Ocean Outfall Legislation Program;
- C. Identify potential risks that may have an impact on the implementation of the Capital Improvement Program and provide a mitigation plan which includes identifying and recommending mitigation options to address future climate change impacts, such as sea level rise, storm surge, wind, and flooding; consider facility impacts due to sea-level rise and other potential climate change impacts on facilities;
- D. Advise and provide strategic day-to-day oversight and direction to the Ocean Outfall Legislation Capital Improvement Program;
- E. Prepare and maintain, together with WASD's staff, a Program Management Plan for use by the Program Team, which also includes various consultants assisting WASD with the implementation of its Capital Improvement Program. This also applies to establishing proper communication protocols, design and process standards;
- F. Coordinate and assist WASD with Wastewater Facilities Master Planning as required to ensure comprehensive and long-term viability of the Ocean Outfall Legislation Capital Improvements with other concurrent legislation such as the Environmental Protection Agency Consent Decree, and South Florida Water Management District's Water Use Permit requirements, and other Master Planning efforts;

- G. Establish standards and guidelines for cost-estimating. The Consultant shall work with WASD's staff to ensure that all project cost estimates meet the cost estimating standards, including those in planning, preliminary engineering and detailed design. The Consultant shall review cost estimates generated for consistency with the standards and guidelines and to ensure that cost estimates performed at various stages in the design process adequately and appropriately incorporate factors to account for project risk elements;
- H. Develop and manage the program master schedule and task schedules, including phasing work appropriately to meet Ocean Outfall Legislation requirements and future demand projections, and provide budget and cost oversight of all program elements and resources;
- I. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with WASD's Program Team. These reports may be used to prepare reports submitted to Florida Department of Environmental Protection as part of the Ocean Outfall Legislation requirements;
- J. Work with WASD to establish and implement both a physical and an electronic central Ocean Outfall Legislation Program document library. All documents associated with the Ocean Outfall Legislation Program, including reports, meeting agendas and minutes, transmittals, design drawings and specifications, technical memorandums, schedules, correspondence, e-mails etc., shall be managed and organized in the library. The Consultant may be requested to provide assistance to WASD in the development and management of a public website that contains information related to the execution of the Ocean Outfall Legislation Program. The Consultant shall develop templates for documents and reports to ensure consistency throughout the Consent Decree Program;
- K. Support WASD with water and sewer infrastructure public outreach of the Ocean Outfall Legislation Program which may include responding to inquiries and complaints;
- L. Participate in update meetings with regulatory agencies and develop required materials for each meeting;
- M. Support WASD in analyzing and preparing possible recommendations for modifications to the reuse provisions of the Ocean Outfall Legislation as included in the reporting requirements of the Ocean Outfall Legislation;
- N. Assist WASD in the preparation of all reports that are required by the Ocean Outfall Legislation Program to be submitted to Florida Department of Environmental Protection or other regulatory authority;
- O. Perform value engineering. This includes establishing when value engineering shall occur, the format and schedule for value engineering efforts, and establishing a standard value engineering report format and templates;
- P. Provide assistance to WASD, as-needed, with permits, regulatory and environmental review. The Consultant shall review permits and environmental work to ensure consistency with the overall Ocean Outfall Legislation Program;
- Q. Assist WASD in the review of design documents including constructability reviews, assist WASD and/or design consultant(s) with bid phase services, including but not limited to, drafting specifications, as needed;
- R. Oversee and support the design and construction administration phases of the capital program as needed and as required by WASD;
- S. Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the Ocean Outfall Legislation Program and associated Wastewater Treatment Plants and Wastewater Collection and Transmission System capital program;
- T. Perform daily inspections, prepare daily logs, detailed review of contractors' updated and revised schedules, prepare recommendations for approval, review schedules of values, contract interpretations and clarifications, process and authorize progress payments including allowance

account and change orders, review operation and maintenance manuals, respond to requests for information, and evaluate claims from contractors;

- U. Aid in the integration of consultant staff with WASD's staff;
- V. Provide financial and economic review and oversight during the course of the program;
- W. Evaluate and reconcile scope and other technical aspects and/or conflicts with the Consent Decree requirements;
- X. Prepare Basis of Design Reports (BODRs) as directed by WASD for specific projects as required by the program;
- Y. Provide advice to WASD and recommend the best construction delivery method for the various projects identified in the Plan; including alternative delivery methods (e.g. Design-Build, Construction-Management-At-Risk, Progressive Design-Build, Private/Public Partnership, etc.);
- Z. Assist WASD in achieving Leadership in Energy & Environmental Design (LEED) Certification as mandated by the County for sustainable development for all of the qualifying projects to be executed under the Program.

The solicitation was advertised for one (1) non-exclusive Professional Services Agreement (PSA) for a term of six (6) years, with one (1) six (6) year option-to-renew. Three proposals were received on June 18, 2014 from the following firms: Carollo Engineers, Inc., MWH Americas, Inc. and CH2M Hill, Inc. On July 29, 2014, the first-tier evaluation meeting, the Competitive Selection Committee (CSC) reviewed and evaluated the three (3) proposers based upon the established first-tier evaluation criteria in the Notice to Professional Consultants (NTPC). The CSC voted to short-list the three (3) proposers and invited them to oral presentations on August 11, 2014. The CSC heard oral presentations from the and evaluated th three proposals based upon the established second-tier evaluation criteria in the NTPC. The chart below indicates the final ranking:

Respondent	Qualitative Score	Ordinal Score	Final Ranking
CH2M Hill, Inc.	479	8	1
MWH Americas, Inc.	471	10	2
Carollo Engineers, Inc.	462	12	3

The CSC members recommended that the County Mayor approve negotiations with CH2M Hill, Inc. (CH2M) the highest ranked responsive and responsible proposer. The County Mayor's designee authorized negotiations with CH2M on August 18, 2014.

Negotiations with CH2M commenced on September 5, 2014, and concluded successfully on September 10, 2014. CH2M accepted the terms and conditions of the Professional Services Agreement (PSA) and executed the PSA on September 16, 2014.

Prior to the approval of the contract award recommendation, ISD staff conducted a responsibility review meeting. The responsibility review included verification of the firms' past performance, review of available financial, business and litigation reports, and web searches. This information is used to independently verify the firms' financial condition, integrity and capacity. A summary of the specific components of the responsibility reviews is provided herein.

A proposer's responsibility refers to whether the proposer has the capacity and integrity to be awarded the contract. The Board of County Commissioners is authorized to make determinations upon the honesty and integrity of the proposer necessary for the faithful performance of the contract; upon a proposer's skill and business judgment, its experience, its facilities for carrying out the contract, previous conduct under other contracts, the quality of its previous work, and financial capacity. This report provides the results of the responsibility review conducted by ISD staff.

Responsibility Review

The following chart provides the results of the responsibility review for CH2M in regard to the Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System for the Water and Sewer Department.

<u>Component</u>	<u>Purpose</u>
Past Performance	<p>Past performance on County projects was considered in accordance with Section 2-8.1(g) of the Miami-Dade County Code.</p> <p>CH2M Hill, Inc. has eleven (11) past performance evaluations in Miami Dade County's Capital Improvements Information System database with an average rating of 3.8 out of 4.</p>
Pre-award Vendor Information Intranet (http://intra.co.miami-dade.fl.us/dpm/vendor_info.asp)	Verification that the firm is eligible for contract award and is compliant with certain County requirements. The verification includes checking the following reports:
<u>Component</u>	<u>Purpose</u>
	Contractor Debarment History of Violations Federal Excluded Parties List Convicted Vendors List – State Debarred Contractors Delinquent Contractors Deficit Make-up Report Suspended Contractors Suspended Vendors State Small Business Development Division (SBD) Reports Sudan-Iran Affidavit State of Florida Corporations A&E Technical Certification Report Pre-Qualification Report
Business and Litigation Reports	Review: – Pacer Report (case and docket information from federal appellate, district, and bankruptcy courts) – Dun & Bradstreet Report (credit and financial information for business assessment and validation)
Web Search	Review: – Google Search

A Responsibility Review Meeting was conducted with CH2M on September 24, 2014. The following representatives were in attendance:

Mr. William Brierly, CH2M
 Mr. John Corsi, CH2M
 Mr. Matt Alvarez, CH2M
 Mr. Didier Menard, CH2M
 Ms. Thais Asper, LSN Partners

Mr. Albert Dotson, Bilzin, Sumberg
Mr. Rafael Garcia-Toledo, G-T Construction Group, Inc.

Also in attendance were Assistant County Attorney Oren Rosenthal, County Attorney's Office, Miriam Singer, Assistant Director, ISD and Faith Samuels, Sr. A/E Consultant Selection Coordinator, ISD.

Scope of Responsibility Review

During the responsibility review, the following matters were addressed in regard to the firm:

- Corporate structure, including identification of key staff involved in operational oversight, accounting and auditing;
- Identification of managers (at any level) for the Ocean Outfall Program who were involved with the oversight of the Hanford Tank Farm project as discussed at the November 2013 responsibility review;
- Payment practices and trends by the prime to sub-consultants;
- Controls regarding accuracy of work/task orders and invoice verification and integrity;
- Any new instances of civil or criminal charges that have been filed against CH2M since the November 2013 responsibility review;
- Status/details of lawsuits noted in the Contractor Due Diligence Affidavit submitted in CH2M's June 18, 2014 proposal: City of Zanesville (Kokosing), City of Kerrville (ASR 3 Well Services), and the City of Los Angeles (Southside Airfield CM);
- Any reviews being conducted by regulatory or investigative agencies since the November 2013 responsibility review;
- Status of the judgment for Astaldi Construction vs. CH2M litigation (Broward County);
- Status of the Verna Inman vs. CH2M lawsuit noted in the Dun & Bradstreet report and to identify whether the lawsuit involved any fraudulent activity, allegation, misrepresentation, breach or anything that might include design, construction oversight or program management;
- Any adverse findings in regard to controls or integrity in external or internal audits;
- Any changes to the prime or sub-consultants on the team since the proposal for the project was submitted on June 18, 2014; and
- Acquisition of Leidos Engineering, LLC (sub-consultant on the team) by The Louis Berger Group, Inc.

Information provided by CH2M at the September 24, 2014 meeting along with subsequent information (deliverables) requested and submitted on September 25, 2014 have been reviewed in detail by staff.

The reporting corporate structure for CH2M's Florida Geography Group to the President of the Water Market Group is as follows: Greg McIntyre, President, Blake Jeffcoat, US Operations, Steve Lavinder, East Water Business Group, Tom Walters, Project Delivery and Accounting, Matt Alvarez, Florida Geographic Manager, and Joel Hall, Contracts and Pricing. Mr. Brierly, CH2M advised that Mr. Michael McKelvy, as noted in the corporate structure at November 2013 responsibility review for the PortMiami project, resigned and is no longer employed by the firm. In addition, the corporate structure for the PortMiami project is being delivered by the firm's Transportation Market Division. The firm's Water Market Division is responsible for delivering the services for the Ocean Outfall Program. CH2M representatives advised that there are no managers on its proposed team, at any level, within the organization that were involved with the oversight of the Hanford Tank Farm project that are involved with the Ocean Outfall Program.

CH2M submitted litigation history for seven (7) cases since the November 2013 responsibility review. Five (5) of the seven (7) cases were resolved through settlement and final orders approving settlements and dismissals were issued. The remaining two (2) cases were reported as resolved through dismissal under issuance of a final order.

The status and details of the open lawsuits noted on the Contractor Due Diligence Affidavit and the lawsuit and judgment noted in the Dun & Bradstreet report are as follows:

City of Zanesville (Kokosing) - Kokosing Construction Company, Inc. (Kokosing) v. City of Zanesville, et al.

CH2M advised that they were retained to provide construction consultation and design services to replace the City of Zanesville, Ohio existing water treatment plant with a new pressure filter groundwater plant. On October 13, 2009, Kokosing was awarded the construction contract for the project at the recommendation of CH2M. Among other claims related to CH2M's provision of services related to the project, Kokosing alleges that CH2M materially breached the contract by providing inadequate plans, specifications and Contract Documents that did not comply with design standards required under Ohio law. CH2M advised that the parties are currently engaged in mediation to settle this matter.

City of Kerrville (ASR 3 Well Services) - City of Kerrville v. CH2M

CH2M advised that they were retained by the City of Kerrville, Texas (City), in 2008 to provide the design for construction of the Aquifer Storage and Recovery Well No. 3 (ASR 3). On December 8, 2009, the City entered a separate contract with CH2M to perform services during construction for the project. The City's contractor, C&C Groundwater Services (C&C), had issues during drilling and lost a drill bit and tools in the bottom of the well. As a result, there were additional costs and delays, and the well was eventually decommissioned as it was unable to pump the volume needed. C&C filed suit alleging design defects, improper supervision and other claims. The City later filed a demand against CH2M alleging similar claims. CH2M advised that the parties have jointly settled this matter.

City of Los Angeles (Southside Airfield CM) - City of Los Angeles v. CH2M

CH2M advised that they were retained by the City of Los Angeles (City) in 2005 to provide construction management (CM) services related to its South Airfield Improvement Program at Los Angeles International Airport (LAX). The project included relocation of the south Runway 25L and a new center taxiway. HNTB Corp. (HNTB) provided the design, and the joint venture Tutor-Saliba Corp./O&G Industries performed the construction. The City filed a complaint on October 10, 2013 against CH2M, HNTB, R&L Brosamer, and the Tutor-Saliba/O&G Industries joint venture, claiming concrete flaws and substandard construction throughout the new runway. The complaint alleges the runway is wearing out prematurely, citing early deterioration and loss of concrete, mortar lift-off, cracking and pop-outs of concrete sections. Claims include negligent construction against the Tutor-Saliba joint venture; breach of implied warranty and express indemnity against the joint venture and R&L Brosamer; breach of contract, professional negligence, and declaratory relief/indemnity against HNTB and CH2M. CH2M does not believe that it is at fault in this matter and intends to fully defend against the claims asserted in this lawsuit. CH2M advised that the parties are currently in the discovery phase of the litigation.

Astaldi Construction Corp. v. CH2M Hill, Inc., case no. 05016138 (Broward County). An unsatisfied judgment noted in the Dun & Bradstreet report. CH2M advised that the case involved a dispute arising from the City of Ft. Lauderdale's denial of Astaldi Construction Corp's. (Astaldi) change order. Astaldi filed claims against the City and several consultants, including CH2M. CH2M was aligned with the City in defending the lawsuit because of their belief that Astaldi's claims lacked merit. The City and the other defendants settled with Astaldi; CH2M reports it continued to defend the City's decision. The final award to Astaldi was \$2,778,287.00.

Verna Inman v. CH2M Hill, Inc. Lawsuit noted in the Dun & Bradstreet report. This lawsuit is reported by the firm as related to a benefits lawsuit in regard to a family member of a deceased employee, and does not relate to any fraudulent or other activities that include design, construction, oversight, or program management.

It is not unusual to see active litigation, as indicated in the above litigation history, for large companies doing business with numerous public and private entities. CH2M indicated that there were no adverse findings or findings that required corrective action that relate to the controls or integrity in the firm's internal or external audits since the November 2013 responsibility review. The tools/practices in place to ensure accuracy of task orders, invoicing and proper controls for contract compliance is the CH2M "Program Controls Dashboard". The Program Controls Dashboard monitors on a monthly basis all activities, schedules and tasks on an "earned value basis". Earned value basis means that the tasks performed are checked against the services being paid for. In addition to the controls and the earned value analysis, each invoice approval requires four levels of approval and is as follows: Project Manager, Project Accountant, Task Leader, and Program Manager.

Payments to the firm's sub-consultants are reported to be paid in a timely manner. CH2M's Business Service Manager is tasked with ensuring that the sub-consultant's invoices are approved within fifteen (15) days and once approved, that payment is within fifteen (15) days.

CH2M advised of a change to their team's structure for one of their sub-consultants, Leidos Engineering, LLC (Leidos). Miami-Dade County's Pre-qualification and Technical Certification Unit was apprised on September 16, 2014 of the acquisition of Leidos by the firm, The Louis Berger Group, Inc. (Louis Berger). The request to add Leidos' technical certification categories to the Louis Berger firm was reviewed and approved by Miami-Dade County's Technical Certification Committee at their October 1, 2014 meeting. CH2M advised that Leidos' key staff will be reporting to Neil V. Callan, Vice President of Louis Berger. In addition, CH2M advised that there were no other changes, that they were aware of, to the principals, prime nor the work to be conducted at the Prime or sub-consultant level.

Conclusion

A careful and detailed review of the information reviewed regarding CH2M establishes that, in regard to the scope of services for the Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System, the firm has the following:

- Appropriate financial capacity to carry out this long term contract;
- Substantial technical and management capacity with the required expertise to perform the required services for the referenced project;
- Sound procedures and tools in place to ensure accuracy and appropriate controls for contract oversight, for their firm and sub-consultants, to ensure compliance with invoice reviews and task orders; and
- Procedures in place for timely payments to their sub-consultants.

The results of the County's responsibility review indicate that the CH2M team has the technical and financial capacity required to carry out the contractual responsibilities to effectively manage the implementation of the required scope of services. In regard to issues of capacity for the referenced contract, CH2M is found to be a responsible firm.

MEMORANDUM



DATE: July 7, 2014

TO: Miriam Singer, Assistant Director
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project No. E13-WASD-11
Officers Rep. for Professional Engineering Services Relating to The State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 28% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Carollo Engineers, Inc. #1, MWH Americas, Inc. #2, and CH2M Hill, Inc. #3, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

- | | |
|-------------------------------|-----------|
| 1. Carollo Engineers, Inc. #1 | Compliant |
| 2. MWH Americas, Inc. #2 | Compliant |
| 3. CH2M Hill, Inc. #3 | Compliant |

SUMMARY:

Carollo Engineers, Inc. #1 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms Millan, Swain & Associates, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Contamination Assessment & Monitoring, and General Civil Engineering at 6%, Programs Control, Inc. to perform Engineering Construction Management and Value Analysis/Life Cycle Costing-Water & Sanitary at 7%, Cardozo Engineering, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant General Civil Engineering at 6.5%, and 300 Engineering Group, P.A. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, General Civil Engineering, and Engineering Construction Management at 8.5%. Carollo Engineers, Inc. is in compliance with the requirements of the CBE-A/E program.

MWH Americas, Inc. #2 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms Architects International, Inc. to perform General Structural Engineering, General Mechanical Engineering, General Electrical Engineering, Architecture, General Civil Engineering, Engineering Construction Management, and Architectural Construction Management at 5%, BND Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, Environmental Engineering-Contamination Assessment and Monitoring, General Civil Engineering, and Engineering Construction Management at 7%, F.R. Aleman and Associates, Inc. to perform General Electrical Engineering, Surveying and Mapping-Land Surveying, General Civil Engineering, and Engineering Construction Management at 5%, GEOSCI, Inc. to perform Environmental Engineering-Geology Services at 1%, Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic, Geotechnical & Materials Engineering Services, and Environmental Engineering-Contamination Assessment and Monitoring at 1%, Metco Services Southeast, LLC to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, General

Mechanical Engineering, General Electrical Engineering, General Civil Engineering, and Engineering Construction Management at 1%, Robayna and Associates, Inc. to perform Highway Systems-Site Development/Parking Lot Design, Highway Systems-Highway Design, Highway Systems-Bridge Design, Highway Systems-Traffic Counts, Highway Systems-Traffic Calming, Highway Systems-Traffic Signal Timing, Highway Systems-Signing, Pavement Markings, Channelization, Highway Systems-Signalization, Port & Waterway Systems-Engineering Design, W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, Environmental Engineering-Stormwater Drainage Design Service, Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation/Operation/maintenance, General Structural Engineering, Surveying and Mapping-Land Surveying, Underground Utility Location, Hydrographic Surveys, General Civil Engineering, Engineering Construction Management, Value Analysis/Life-Cycle Costing-Highway Systems, Value Analysis/Life-Cycle Costing-Water & Sanitary, Value Analysis/Life-Cycle Costing-General Civil Engineering at 3%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 1%, Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 5%, and M.P.R. Engineering Corp., Inc. to perform Highway Systems-Site Development/Parking Lot Design, W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, and General Civil Engineering at 3%. MWH Americas, Inc. is in compliance with the requirements of the CBE-A/E program.

CH2M Hill, Inc. #3 submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms A.D.A Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, and Engineering Construction Management at 9%, CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, Geotechnical & Materials Engineering Services, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 5%, Nova Consulting, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facilities, W & S Sewer Systems-W & S Sewage Treatment Plant, and Engineering Construction Management at 8%, GCES Engineering Services, LLC. to perform Drilling Subsurface Investigations & Seismographic, Geotechnical & Materials Engineering Services, and Non-Destructive Testing and Inspections at .2%, Hadonne Corp. to perform Surveying and Mapping-Land Surveying at .2%, Vital Engineering, Inc. to perform General Electrical Engineering and Engineering Construction Management, also at .2%, Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plant, Environmental Engineering-Contamination Assessment & Monitoring, and General Civil Engineering at 4%, and Rohadfox Construction Control Services of Florida, LLC to perform Engineering Construction Management at 1.5%. CH2M Hill, Inc. is in compliance with the requirements of the CBE-A/E program.

SBD have verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of June 1, 2014. Additionally, a review of the History of Violations Report as of June 27, 2014 confirms that the aforementioned firms have no open violations.

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

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

GH: vow

C: Faith Samuels, PM-ISD
Traci Adams-Parish, SBD-ISD
File

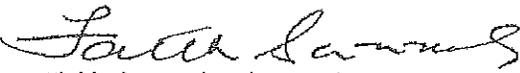
Memorandum



Date: August 18, 2014

To: Lester Sola, Director
Internal Services Department

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

From: 
Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department (WASD)
Owner's Representative for Professional Engineering Services Relating
to the State of Florida's Ocean Outfall Legislation and Miami-Dade
County's Wastewater System
ISD Project No. E13-WASD-11

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

ISD Project No.: E13-WASD-11

Project Title: Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

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

- A. Validate the capital program for the Wastewater Treatment Plants and Wastewater Collection and Transmission System improvements to cost-effectively fulfill the requirements of the Ocean Outfall Legislation and to meet future system demands forecast to the year 2035;
- B. Outline, identify and/or develop preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the Ocean Outfall Legislation Program;
- C. Identify potential risks that may have an impact on the implementation of the Capital Improvement Program and provide a mitigation plan which includes identifying and recommending mitigation options to address future climate change impacts, such as sea level rise, storm surge, wind, and flooding; consider facility impacts due to sea-level rise and other potential climate change impacts on facilities;
- D. Advise and provide strategic day-to-day oversight and direction to the Ocean Outfall Legislation Capital Improvement Program;
- E. Prepare and maintain, together with WASD's staff, a Program Management Plan for use by the Program Team, which also includes various consultants assisting WASD with the implementation of its Capital Improvement Program. This also applies to establishing proper communication protocols, design and process standards;

- F. Coordinate and assist WASD with Wastewater Facilities Master Planning as required to ensure comprehensive and long-term viability of the Ocean Outfall Legislation Capital Improvements with other concurrent legislations such as the Environmental Protection Agency Consent Decree and South Florida Water Management District's Water Use Permit requirements) and other Master Planning efforts;
- G. Establish standards and guidelines for cost-estimating. The Consultant shall work with WASD's staff to ensure that all project cost estimates meet the cost estimating standards, including those in planning, preliminary engineering and detailed design. The Consultant shall review cost estimates generated for consistency with the standards and guidelines and to ensure that cost estimates performed at various stages in the design process adequately and appropriately incorporate factors to account for project risk elements;
- H. Develop and manage the program master schedule and task schedules, including phasing work appropriately to meet Ocean Outfall Legislation requirements and future demand projections, and provide budget and cost oversight of all program elements and resources;
- I. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with WASD's Program Team. These reports may be used to prepare reports submitted to Florida Department of Environmental Protection as part of the Ocean Outfall Legislation requirements;
- J. Work with WASD to establish and implement both a physical and an electronic central Ocean Outfall Legislation Program document library. All documents associated with the Ocean Outfall Legislation Program, including reports, meeting agendas and minutes, transmittals, design drawings and specifications, technical memorandums, schedules, correspondence, e-mails etc., shall be managed and organized in the library. The Consultant may be requested to provide assistance to WASD in the development and management of a public website that contains information related to the execution of the Ocean Outfall Legislation Program. The Consultant shall develop templates for documents and reports to ensure consistency throughout the Consent Decree Program;
- K. Support WASD with water and sewer infrastructure public outreach of the Ocean Outfall Legislation Program which may include responding to inquiries and complaints;
- L. Participate in update meetings with regulatory agencies and develop required materials for each meeting;
- M. Support WASD in analyzing and preparing possible recommendations for modifications to the reuse provisions of the Ocean Outfall Legislation as included in the reporting requirements of the Ocean Outfall Legislation;
- N. Assist WASD in the preparation of all reports that are required by the Ocean Outfall Legislation Program to be submitted to Florida Department of Environmental Protection or other regulatory authority;
- O. Perform value engineering. This includes establishing when value engineering shall occur, the format and schedule for value engineering efforts, and establishing a standard value engineering report format and templates;
- P. Provide assistance to WASD, as-needed, with permits, regulatory and environmental review. The Consultant shall review permits and environmental work to ensure consistency with the overall Ocean Outfall Legislation Program;

- Q. Assist WASD in the review of design documents including constructability reviews, assist WASD and/or design consultant(s) with bid phase services, including but not limited to, drafting specifications, as needed;
- R. Oversee and support the design and construction administration phases of the capital program as needed and as required by WASD;
- S. Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the Ocean Outfall Legislation Program and associated Wastewater Treatment Plants and Wastewater Collection and Transmission System capital program;
- T. Perform daily inspections, prepare daily logs, detailed review of contractors' updated and revised schedules, prepare recommendations for approval, review schedules of values, contract interpretations and clarifications, process and authorize progress payments including allowance account and change orders, review operation and maintenance manuals, respond to requests for information, and evaluate claims from contractors;
- U. Aid in the integration of consultant staff with WASD's staff;
- V. Provide financial and economic review and oversight during the course of the program;
- W. Evaluate and reconcile scope and other technical aspects and/or conflicts with the Consent Decree requirements;
- X. Prepare Basis of Design Reports (BODRs) as directed by WASD for specific projects as required by the program;
- Y. Provide advice to WASD and recommend the best construction delivery method for the various projects identified in the Plan; including alternative delivery methods (e.g. Design-Build, Construction-Management-At-Risk, Progressive Design-Build, Private /Public Partnership, etc.);
- Z. Assist WASD in achieving LEED Certification as mandated by the County for sustainable development for all of the qualifying projects to be executed under the Program.

Participation Restrictions: The selected Program and Construction Management Professional Prime Firm under Project Number E13-WASD-01R, Program and Construction Management Services Related to the Wastewater System Priority Projects will be precluded from participating as a Prime Consultant or Subconsultant at any tier for ISD Project No. E13-WASD-11, Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System.

Experience and Qualifications:

The Prime Consultant shall demonstrate the following experience:

- 1) Shall be an engineering firm experienced in all phases of wastewater engineering, including design, permitting, construction, operation and maintenance of wastewater treatment, collection, transmission and disposal systems.
- 2) Shall be able to demonstrate successful experience with Programs and Construction Management Services related to the above listed activities, as well as planning, implementing and managing similar programs of a similar size within the last ten (10) years from the date of the solicitation.
- 3) Must have been a Program Manager on a Wastewater Capital Program with a major utility within the last ten (10) years from the date of the solicitation.
- 4) Shall be able to demonstrate successful experience in all phases of wastewater engineering related services including, but not limited to: master planning, value

- engineering, design, permitting, construction management, operation and maintenance for major upgrades of wastewater treatment plants and, wastewater collection and transmission systems.
- 5) Shall be able to provide at least one (1) example where they provided a comprehensive construction management team for the upgrade of similar wastewater system with a minimum combined capital program of nine hundred million dollars (\$900,000,000.00), which could be for more than one (1) project or more than one (1) firm and the upgrade of a wastewater collection and transmission system and reclaimed water systems, including pump stations with a minimum combined capital program of four hundred million dollars (\$400,000,000.00), combined between several projects and/or Prime team members.
 - 6) Should demonstrate their successful experience with design and commissioning of wastewater treatment plant upgrades including deep injection wells for effluent disposal of similar scope and complexity within the last ten (10) years from the date of the solicitation.
 - 7) Shall provide a list of members of the proposed Design Team, identifying the overall Design Manager(s), and the team leaders for key design specialties (process, civil, structural, mechanical, electrical, and instrumentation) and the specific role each of them will perform.
 - 8) Shall provide descriptions of at least one (1) successfully designed, constructed and operating major new or upgraded wastewater treatment plant in which the Prime Consultant has served as the designer within the past ten (10) years from the date of the solicitation.
 - 9) For projects which the Prime Consultant has served as the design consultant, the Prime Consultant shall provide the name and contact information for a Utility Executive with the Utility they served as the design consultant who can confirm their role.

The Sub-consultants shall demonstrate the following:

- 1) A description of at least one (1) program or project that is relevant to the scope of work within the past ten (10) years from the date of the solicitation specific to their proposed responsibilities.

Term of Contract: The effective term of the contract is six (6) years with one (1) six (6) year option-to-renew at the County's sole discretion. One (1) Consultant will be retained under a non-exclusive Professional Services Agreement (PSA) with a not to exceed estimated compensation of one hundred forty million dollars (\$140,000,000.00) for the full twelve (12) year term. No minimum amount of work or compensation will be assured to the retained Consultant. The County reserves the right to re-use the work products of the retained Consultant and to retain other consultants to provide the same or similar services at its sole discretion.

Community Business Enterprise Goal/Measure: On March 26, 2014, the Small Business Development Division (SBD), Internal Services Department, established a 28% Community Business Enterprise (CBE) goal for this solicitation.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): April 23, 2014

Number of Proposals Received: Three (3)

Page 5
Negotiation Authorization
Miami-Dade Water and Sewer Department
ISD Project No. E13-WASD-11

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

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

Second Tier Results: See attached Second-Tier Tabulation Sheet

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating a non-exclusive PSA for this solicitation with the top ranked firm:

Faith Samuels, ISD, Non-Voting Chairperson
Bertha Goldenberg, WASD
Isaac Smith, WASD
Li Gurau, PROS
Howard Fallon, WASD, Technical Advisor

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

TOTAL ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT WITH A
28% CBE GOAL

CH2M Hill, Inc.
Qualitative Points - 479
Ordinal Score - 8
Final Ranking - 1

The following teams will serve as the alternates:

MWH Americas, Inc.
Qualitative Points - 471
Ordinal Score - 10
Final Ranking - 2

Carollo Engineers, Inc.
Qualitative Points - 462
Ordinal Score - 12
Final Ranking - 3

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

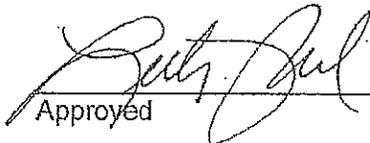
Page 6
Negotiation Authorization
Miami-Dade Water and Sewer Department
ISD Project No. E13-WASD-11

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contracts ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum. Should negotiations fail with any of the top ranked firms, approval is requested by way of this memorandum to initiate negotiations with the second ranked firm.

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

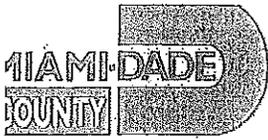
Authorization to negotiate is:


Approved _____ Date 8/18/14

Attachments:

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

c: Bill Johnson, Director, WASD
Competitive Selection Committee
Clerk of the Board of County Commissioners



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project Name: Owner's Rep. Relating to the State of Florida's OOL and MDC's Wastewater System

ISD Project No.: E13-WASD-11

Measures: 28% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 06/18/2014

Submittal No: 1

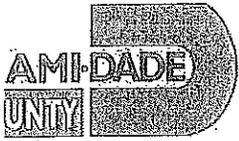
Prime Local Preference: Yes

Prime Name: CAROLLO ENGINEERS, INC.

FEIN No.: 860899222

Trade Name: CAROLLO ENGINEERS, A PROFESSIONAL CORPORATION

Subs Name	Trade Name	Subs FEIN No.
a. PARSONS WATER & INFRASTRUCTURE INC.		710920322
b. PARSONS TRANSPORTATION GROUP INC.		360982270
c. JACOBS ENGINEERING GROUP, INC.		954081636
d. SCHLUMBERGER WATER SERVICES USA, INC.	MISSIMER GROUNDWATER SCIENCE	205948805
e. TERRACON CONSULTANTS, INC.		421249917
f. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
g. AXIOMA 3, INC.		650028948
h. YOUSSEF HACHEM CONSULTING ENGINEERING, INC.		203225960
i. HBC ENGINEERING COMPANY		223936061
j. 300 ENGINEERING GROUP, P.A.	RAFAEL J. BALLESTEROS, P.E., P.A. - OLD NAME	562612529
k. PROGRAM CONTROLS, INC.		043640855
l. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
m. CARDOZO ENGINEERING, INC.		650956092
n. HAWKINS DELAFIELD & WOOD, LLP		135513990
o. CAPITAL PROJECT STRATEGIES, LLC		260521031
p. SHARPTON, BRUNSON & CO., P. A.		592471070
q. EV SERVICES, INC.		205779421
r. THE VAILON GROUP, INC.		261204483
s. RED ROCK ADVISORS, LLC		562466266
t. RAFTELIS FINANCIAL CONSULTANT, INC		201054069
u. DELTARES USA, INC.		263402690
v. FLORIDA CENTER FOR ENVIRONMENTAL STUDIES		650385507
w. FLORIDA ATLANTIC UNIVERSITY		650385507



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: E13-WASD-11

Measures: 28% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 06/18/2014

Submittal No: 2

Prime Name: MWH AMERICAS, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 951878805

Subs Name	Trade Name	Subs FEIN No.
a. ARCHITECTS INTERNATIONAL, INC.		592032355
b. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
c. BND ENGINEERS, INC.		650421519
d. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
e. GEOSCI, INC.		592643645
f. GEOSOL, INC.		650997886
g. MANUEL G. VERA & ASSOCIATES, INC.		591741639
h. METCO SERVICES SOUTHEAST, LLC		800203267
i. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
j. M.P.R ENGINEERING CORP., INC.	M P R ENGINEERING CORPORATION, INC.	593304765
k. ROBAYNA AND ASSOCIATES, INC.		592119073
l. URS CORPORATION SOUTHERN	GREINER SOUTHERN, INC.	592087895
m. TERRACON CONSULTANTS, INC.		421249917
n. WETZEL CONSULTING, LLC		
o. BORU & ASSOCIATES, LLC		352437473
p. MEDIA RELATIONS GROUP, LLC		200118620
q. ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC		346565596
r. ITABO REDONDO CONSULTING LLC		470964273
s. NOSSAMAN, LLP		952219542



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: E13-WASD-11

Measures: 28% CBE Goal

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 06/18/2014

Submittal No: 3

Prime Name: CH2M HILL, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 590918189

Subs Name	Trade Name	Subs FEIN No.
a. HAZEN AND SAWYER, P.C.		132904652
b. PARSONS BRINCKERHOFF, INC.	PB AMERICAS, INC.	111531569
c. GANNETT FLEMING, INC.		251613591
d. NOVA CONSULTING, INC.		650577672
e. CES CONSULTANTS, INC.		650792884
f. A.D.A. ENGINEERING, INC.		592064498
g. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
h. LEIDOS ENGINEERING, LLC		201659855
i. VITAL ENGINEERING, INC.		650386897
j. ROHADFOX CONSTRUCTION CONTROL SERVICES OF FLORIDA, LLC		462129750
k. GCES ENGINEERING SERVICES, LLC		461012695
l. HADONNE CORP.		651089850
m. JOHN PRONI, PHD		
n. CUNNINGHAM GROUP, INC.		650818493
o. G-T CONSTRUCTION GROUP, INC.		650723679
p. THE MIAMI-DADE CHAMBER OF COMMERCE, INC.		596560023
q. CLIMSYSTEMS, LTD.		

SECOND-TIER MEETING
AUGUST 14, 2014

OWNER'S REPRESENTATIVE FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MIAMI-DADE COUNTY'S WASTEWATER SYSTEM
ISD PROJECT NO. E13-WASD-11

TABULATION SHEET

RANK	NAME OF FIRM(S)	COMMITTEE MEMBERS					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Bertha Goldenberg, WASD	Isaac Smith, WASD	Li Gurau, PROS	Mariano V. Fernandez, City of Miami Beach	Mario Berritos, PWWW									
1	CAROLLO ENGINEERS, INC. 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B MWH AMERICAS, INC.	43 40 8 91 3	48 39 9 96 2	47 35 8 90 3	45 35 10 90 3	48 37 10 95 1	231 186 45	46 37 9	31 25 6	61 49 12	462	3	12	3	
2	CAROLLO ENGINEERS, INC. 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B MWH AMERICAS, INC.	45 40 10 95 1	47 39 9 95 3	49 39 9 97 1	48 35 10 93 2	45 38 8 91 3	234 191 46	47 38 9	31 26 6	62 51 12	471	2	10	2	
3	CH2M HILL, INC. 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B Faith Samuels, Chairperson, ISD	43 40 10 93 2	49 40 10 99 1	48 38 8 94 2	50 40 10 100 1	47 38 8 93 2	237 196 46	47 39 9	32 26 6	63 52 12	479	1	8	1	

Exit



Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect</u> <u>Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
PE	E01-DERM-01-1	PSA	CH2M Hill, Inc.	9/7/2006		Project conclusion or closeout	3.0
WS	E06-WASD-14 WO: 01	PSA	CH2M Hill, Inc.	12/4/2008	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-05 WO: 11	PSA	CH2M Hill, Inc.	1/8/2010	Leonor Ortega	Completion of study or design	3.6
WS	E06-WASD-14 WO: 5	PSA	CH2M Hill, Inc.	3/11/2011	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 3	PSA	CH2M Hill, Inc.	4/11/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 7	PSA	CH2M Hill, Inc.	4/4/2012	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 6	PSA	CH2M Hill, Inc.	5/21/2013	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-04 WO: 8	PSA	CH2M Hill, Inc.	10/16/2013	Becky Hope	Project conclusion or closeout	4.0
WS	E06-WASD-14	PSA	CH2M Hill, Inc.	8/5/2014	Mario Garcia	Interim	4.0
WS	EDP-WS-SR-163	EDP	CH2M Hill, Inc.	8/16/2012	Virginia Walsh	Project conclusion or closeout	4.0
PR	EDP-PR-SR-70160112004	EDP	CH2M Hill, Inc.	9/17/2014	John Gouthro	Project conclusion or closeout	3.0
PR	EDP-PR-SR-70160112004	EDP	GEE & Jenson	9/17/2014	John Gouthro	Project conclusion or closeout	3.0
WS	EDP-WS-SR-163	EDP	GEE & Jenson	8/16/2012	Virginia Walsh	Project conclusion or closeout	4.0
WS	E06-WASD-14	PSA	GEE & Jenson	8/5/2014	Mario Garcia	Interim	4.0
SP	E03-SEA-04 WO: 8	PSA	GEE & Jenson	10/16/2013	Becky Hope	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 6	PSA	GEE & Jenson	5/21/2013	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 7	PSA	GEE & Jenson	4/4/2012	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 3	PSA	GEE & Jenson	4/11/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 5	PSA	GEE & Jenson	3/11/2011	Humberto Codispoti	Project conclusion or closeout	4.0
SP	E03-SEA-05 WO: 11	PSA	GEE & Jenson	1/8/2010	Leonor Ortega	Completion of study or design	3.6

WS	<u>E06-WASD-</u> <u>14</u> WO: <u>01</u>	PSA	<u>GEE & Jenson</u>	12/4/2008	Humberto Codispoti	Completion <u>4.0</u> of study or design
PE	<u>E01-DERM-</u> <u>01-1</u>	PSA	<u>GEE & Jenson</u>	9/7/2006		Project conclusion <u>3.0</u> or closeout

Evaluation Count: 22 Contractors: 1 Average Evaluation: 3.8

Exit



**Small Business Development Division
Project Worksheet**

Project/Contract Title: OWNER'S REPRESENTATIVE FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MIAMI-DADE COUNTY'S WASTEWATER SYSTEM Received Date: 03/07/2014

Project/Contract No: E13-WASD-11 Funding Source: Resubmittal Date(s):

Department: WATER & SEWER DEPARTMENT MULTIPLE

Estimated Cost of Project/Bid: \$140,000,000.00

Description of Project/Bid: To establish a Professional Services Agreement for professional engineering services relating to the State of Florida's Ocean Outfall Legislation (OOL) and Miami-Dade County's Wastewater System. The OOL requires diverting all flows from the County's Outfalls by 2005, primary impacting the Central and North District Wastewater Plants resulting in reduced plant capacity and the addition of High Level Disinfection (HLD).

Contract Measures Recommendation

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Goal	CBE	28.00%

Reasons for Recommendation

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

The fifteen (15) Tier 1 and Tier 2 CBE firms certified in the Technical Categories (TC) identified for the prime (6.01, 6.02, 6.03 & 17.00) were polled, (along with the (complex) level of scope of services and the related requirements and qualifications; the responses were insufficient to support a "Set-Aside" of any kind; however, an increase in the recommendation of a sub-consultant goal is appropriate, based on the responses from CBE firms in some of the sub-consultant (TCs) or scopes of services.

SIC 871 - Architectural and Engineering

Technical Category: 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0602-W & S Sewer Sys-Major Water & Sewer Pumping Facili; 0603-W & S Sewer Sys-W & S Sewage Treatment Plant; 0901-Drilling Subsurface Investigations & Seismographic; 0902-Geotechnical & Materials Engineering Services; 0904-Non-Destructive Testing And Inspections; 1005-Environmental Eng-Contamination Assess & Monitor; 1100-General Structural Engineering; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1400-Architecture; 1501-Surveying And Mapping-Land Surveying; 1600-General Civil Engineering; 1700-Engineering Construction Management; 1800-Architectural Construction Management; 1906-Value Analysis/Life-Cycle Costing-Water & Sanitary

Small Business Contract Measure Recommendation

<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$1,400,000.00	1.00%	72
W & S SEWER SYS-MAJOR WATER & SEWER PUMPING FACILI	CBE	\$2,800,000.00	2.00%	51
GENERAL STRUCTURAL ENGINEERING	CBE	\$16,800,000.00	12.00%	44
ARCHITECTURE	CBE	\$2,800,000.00	2.00%	71
ENVIRONMENTAL ENG-CONTAMINATION ASSESS & MONITOR	CBE	\$1,400,000.00	1.00%	20
GENERAL CIVIL ENGINEERING	CBE	\$5,600,000.00	4.00%	83
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$2,800,000.00	2.00%	109
DRILLING SUBSURFACE INVESTIGATIONS & SEISMOGRAPHIC	CBE	\$2,800,000.00	2.00%	9
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	\$1,400,000.00	1.00%	14
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$1,400,000.00	1.00%	237
Total		\$39,200,000.00	28.00%	

Living Wages: YES NO

Responsible Wages: YES NO

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



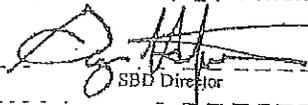
Small Business Development Division
Project Worksheet

Project/Contract Title: OWNER'S REPRESENTATIVE FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MIAMI-DADE COUNTY'S WASTEWATER SYSTEM
Project/Contract No: E13-WASD-11
Department: WATER & SBWER DEPARTMENT
Estimated Cost of Project/Bid: \$140,000,000.00

Received Date: 03/07/2014

Funding Source: MULTIPLE

Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside	Tier 2 Set Aside		
Set Aside	Level 1	Level 2	Level 3
Trade Set Aside (MCC)	Goal	Bid Preference	
No Measure	Deferred	Selection Factor	
CWP	 SBD Director		3/26/14 Date



DEPARTMENT OF BUSINESS DEVELOPMENT

A&E Firm History Report

From: 08/21/2009 To: 08/21/2014

PRIMES

FIRM NAME: CH2M HILL, INC.
3150 SW 38th Ave, Suite #700
Miami, FL 33146-0000

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
-----------	----------	------	----------	------------	--------------

EDP-WS-SR-163	1	WS	NO MEASURE	09/07/2011	\$50,000.00
GROUNDWATER MODELING					
					<u>\$50,000.00</u>

EDP-SP-2010-035-01B	1	SP	NO MEASURE	09/30/2011	\$193,009.00
CRANES 11-16 TIE-DOWNS					
					\$12,000.00
					<u>\$295,009.00</u>

EDP-SP-S2012-014	1	SP	NO MEASURE	11/28/2011	\$200,000.00
CARGO TERMINAL GATE STUDY					
					<u>\$200,000.00</u>

E03-SEA-05-2	1	SP	NO MEASURE	02/07/2012	\$264,000.00
AREA 2 (BAYS 177-183) CONSTRUCTION OF SEAWALL (SIC 874)					
					<u>\$264,000.00</u>

EDP-PR-SR-70160112004	1	PR	NO MEASURE	01/28/2013	\$131,315.00
HOMESTEAD BAYFRONT PARK BOAT LAUNCH REPAIRS					
					<u>\$131,315.00</u>

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

43



Department of Small Business Development A&E Firm History Report

From: 08/21/2009 To: 08/21/2014

FIRM NAME: CH2M HILL, INC.
3150 SW 38th Ave, Suite #700
Miami, FL 33146-0000

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
-----------	----------	------	----------	------------	--------------

EDP-PW-SW-13V008	1	PW	NO MEASURE	11/18/2013	\$60,000.00
VIRGINIA KEY LANDFILL VALUE ENGINEERING STUDY					\$60,000.00

A12-SEA-01	1	SP	GOAL CBE 15%	04/08/2014	\$2,200,000.00
ARCHITECTURAL AND ENGINEERING SERVICES FOR PORT OF MIAMI CRUISE TERMINAL AND CENTRAL EXAMINATION FACILITIES (SIC 871)					\$2,200,000.00

Total Award Amount	\$3,098,315.00
Total Change Orders Approved by BCC	\$4,512,000.00

44

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

FY 2014 - 15 Proposed Budget and Multi-Year Capital Plan

Stations Improvements, and Central District Wastewater Treatment Plant, Pump Station Improvements Program

- The FY 2014-15 Proposed Budget and Multi-Year Capital Plan includes \$80 million in the Renewal and Replacement fund for an enhanced program to expedite repairs, replacements, and rehabilitation of pipe infrastructure and plant facilities
- In FY 2012-13, legislation modifying the State Ocean Outfall Statute was signed into law by the Governor of Florida that provides additional flexibility for the Department to manage peak flows and to fulfill all wastewater reuse requirements in the statute; these changes save the Department approximately \$1 billion in project costs, which is budgeted at \$3.4 billion through 2025

FUNDED CAPITAL PROJECTS

(dollars in thousands)

OUTFALL LEGISLATION

PROJECT #: 962670

DESCRIPTION: Elimination of outfall flows to the ocean

LOCATION: Systemwide
Various Sites

District Located:
District(s) Served:

Systemwide
Systemwide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Wastewater Connection Charges	20,000	0	0	0	0	0	0	0	20,000
Future WASD Revenue Bonds	0	0	16,911	54,112	79,799	151,324	161,387	2,927,420	3,390,953
WASD Revenue Bonds Sold	1,188	0	0	0	0	0	0	0	1,188
TOTAL REVENUES:	21,188	0	16,911	54,112	79,799	151,324	161,387	2,927,420	3,412,141
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	50	2,069	1,691	5,411	7,980	15,132	16,139	292,742	341,214
Construction	450	18,619	15,220	48,701	71,819	136,192	145,248	2,634,678	3,070,927
TOTAL EXPENDITURES:	500	20,688	16,911	54,112	79,799	151,324	161,387	2,927,420	3,412,141

Estimated Annual Operating Impact will begin in FY 2018-19 in the amount of \$270,000

SYSTEM IMPROVEMENTS PROJECT - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 962830

DESCRIPTION: Replace undersized water mains and install new fire hydrants

LOCATION: Various Sites
Various Sites

District Located:
District(s) Served:

Systemwide
Systemwide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
BBC GOB Financing	0	1,256	1,920	2,129	0	527	2,212	0	8,044
BBC GOB Series 2005A	709	0	0	0	0	0	0	0	709
BBC GOB Series 2008B	1,018	0	0	0	0	0	0	0	1,018
BBC GOB Series 2008B-1	2,222	0	0	0	0	0	0	0	2,222
BBC GOB Series 2011A	2,598	0	0	0	0	0	0	0	2,598
BBC GOB Series 2013A	221	0	0	0	0	0	0	0	221
BBC GOB Series 2014A	1,842	0	0	0	0	0	0	0	1,842
TOTAL REVENUES:	8,610	1,256	1,920	2,129	0	527	2,212	0	16,654
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	1,338	46	0	0	0	0	0	0	1,384
Construction	7,222	1,110	1,870	2,079	0	527	2,212	0	15,020
Project Administration	50	100	50	50	0	0	0	0	250
TOTAL EXPENDITURES:	8,610	1,256	1,920	2,129	0	527	2,212	0	16,654

Department: Water and Sewer

9/5/2014 11:51:44 AM

BUDGET PROJECT 962670 - (As per 2013-2014 Approved Budget)

Project Title: 962670-OUTFALL LEGISLATION

Project Desc: Elimination of outfall flows to the ocean

GDP Revenue:	CDP Project Revenue								Total:
	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	
Future WASD Revenue B	0	0	0	0	0	1,865,000	1,441,000	1,589,279,000	1,592,585,000
WASD 2013 Revenue Bon	0	0	0	0	0	0	0	0	0
WASD Future Funding	0	0	0	0	0	0	0	1,379,745,000	1,379,745,000
WASD Revenue Bonds So	0	0	0	0	0	0	0	0	0
Wastewater Connection	0	0	11,583,000	0	4,017,000	0	0	0	15,600,000
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0

SITE Location/Desc:	CIIS Site Funding Info								Total:
	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	
76018 - 3071 SW 38 AVE 33146- Budget	0	0	0	6,169,000	15,019,000	0	16,911,000	3,374,042,000	3,412,141,000

Desc: Elimination of outfall flows to the ocean

	05- 06- 07- 08- Recs: 06: 07: 08: 09: 09-10: 10-11: 11-12: 12-13: 13-14: 14-15: 15-16: 16-17: 17-18: 18- 19- 20- 21- 22- 23- 19: 20: 21: 22: 23: 24:													Total:										
	CIIS Proposed RV:	3	0	0	0	0	136,000	6,028,000	16,647,000	4,878,000	1,846,000	29,882,000	138,807,000		386,394,000	0	0	0	0	0	0	0	0	0
CIIS Proposed MS:	6	0	0	0	0	136,000	6,028,000	16,647,000	4,878,000	1,846,000	29,882,000	138,807,000	94,073,000	292,321,000	0	0	0	0	0	0	0	0	0	584,618,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 962670

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	<u>E13-WASD-11</u>	Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System	\$140,000,000.00	\$0.00	\$0.00
WS	<u>E13-WASD-11</u>	Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System	\$0.00	\$140,000,000.00	\$0.00
WS	<u>E13-WASD-11</u>	Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System	\$0.00	\$140,000,000.00	\$0.00

Total Allocated: \$140,000,000.00 \$280,000,000.00

46

There are no Contracts for Sites of Project 962670

Search for Site Number
Search for Budget Project Number

Department: Water and Sewer

9/16/2014 10:03:51 AM

BUDGET PROJECT 962670 - (As per 2013-2014 Approved Budget)

Project Title: 962670-OUTFALL LEGISLATION
 Project Desc: Elimination of outfall flows to the ocean

CDP Revenue:	CDP Project Revenue								Total:
	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	
Future WASH Revenue B	0	0	0	0	0	1,865,000	1,441,000	1,589,279,000	1,592,585,000
WASH 2013 Revenue Bon	0	0	0	0	0	0	0	0	0
WASH Future Funding	0	0	0	0	0	0	0	1,379,745,000	1,379,745,000
WASH Revenue Bonds So	0	0	0	0	0	0	0	0	0
Wastewater Connection	0	0	11,583,000	0	4,017,000	0	0	0	15,600,000
Wastewater Constructi	0	0	0	0	0	0	0	0	0
Wastewater Constructi	0	0	0	0	0	0	0	0	0

SITE Location/Desc:	CIIS Site Funding Info							Total:	
	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:		FUTURE:
76018 - 3071 SW 38 AVE 33146- Budget	0	0	0	6,169,000	15,019,000	0	16,911,000	3,374,042,000	3,412,141,000

Desc: Elimination of outfall flows to the ocean

Recs:	05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-														Total:						
	05:	06:	07:	08:	09:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:		19-20:	20-21:	21-22:	22-23:	23-24:	
CIIS Proposed RV:	3	0	0	0	0	136,000	6,028,000	16,647,000	4,878,000	1,846,000	29,882,000	138,807,000	386,394,000	0	0	0	0	0	0	0	584,618,000.00
CIIS Proposed MS:	6	0	0	0	0	136,000	6,028,000	16,647,000	4,878,000	1,846,000	29,882,000	138,807,000	94,073,000	292,321,000	0	0	0	0	0	0	584,618,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 962670

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	<u>E13-WASH-11</u>	Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System	\$140,000,000.00	\$0.00	\$0.00
WS	<u>E13-WASH-11</u>	Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System	\$0.00	\$140,000,000.00	\$0.00
WS	<u>E13-WASH-11</u>	Owner's Representative for Professional Engineering Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System	\$0.00	\$140,000,000.00	\$0.00

Total Allocated: \$140,000,000.00 \$280,000,000.00

48

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
OWNER'S REPRESENTATIVE FOR PROFESSIONAL ENGINEER SERVICES
RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND
MIAMI-DADE COUNTY'S WASTEWATER SYSTEM
AGREEMENT NO. 14CH2M006
PROJECT NO. E13-WASD-11**

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 OWNER'S REPRESENTATIVE:

Name: CH2M HILL, INC.
FEIN: 59-0918189
Address: 3150 S.W. 38 Avenue, Suite 700
Miami, Florida 33146
Phone Number: 305-441-1864
Fax Number: 305-443-8856
E-mail Address: matt.alvarez@ch2m.com

The **OWNER'S REPRESENTATIVE** shall include its officials, successors, legal representatives and assigns.

The **COUNTY** and the **OWNER'S REPRESENTATIVE** agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
 BETWEEN
 MIAMI-DADE COUNTY
 AND
 CH2M HILL, INC.
 AGREEMENT NO. 14CH2M006

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.	DEFINITIONS.....	4
2.	COUNTY OBLIGATIONS & TASK AUTHORIZATION TO PROCEED.....	9
3.	PROFESSIONAL SERVICES	10
4.	EMPLOYEES ARE THE RESPONSIBILITY OF OWNER'S.....	10
	REPRESENTATIVE	14
5.	OWNER'S REPRESENTATIVE'S RESPONSIBILITIES	14
6.	WASD'S ORGANIZATIONAL CONFLICT OF INTEREST.....	16
7.	TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION	19
8.	DELAY IN PERFORMANCE	19
9.	FORCE MAJEURE.....	19
10.	CHANGE OF PRINCIPAL, DIRECTOR AND/OR	20
	PROGRAM MANAGER.....	20
11.	COMPENSATION FOR SERVICES	20
12.	METHODS OF PAYMENT	25
13.	SCHEDULE OF WORK.....	26
14.	RIGHT OF DECISIONS.....	26
15.	OWNERSHIP OF DOCUMENTS	26
16.	PRESS RELEASE OR OTHER PUBLIC COMMUNICATION.....	27
17.	NOTICES	27
18.	AUDIT RIGHTS.....	27
19.	SUBCONSULTANTS	28
20.	PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS.....	29
21.	SOLICITATION	29
22.	WARRANTY.....	29
23.	TERMINATION OF AGREEMENT.....	30
24.	DURATION OF AGREEMENT	30
25.	DEFAULT.....	30
26.	CONSEQUENCE FOR NONPERFORMANCE	31
27.	INDEMNIFICATION AND HOLD HARMLESS	31
28.	INSURANCE	32
29.	COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS	33
30.	PUBLIC ENTITY CRIMES.....	34
31.	SUSTAINABLE BUILDING PROGRAM	34
32.	PROPRIETARY INFORMATION.....	35

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

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 CH2M HILL, INC., a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "OWNER'S REPRESENTATIVE".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the OWNER'S REPRESENTATIVE for Professional Engineer Services relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System, hereinafter referred to as the "Project".

1. DEFINITIONS

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this AGREEMENT, which the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE invoice and associated documentation required for submittal to WASD to request payments due under the Contract in a format acceptable to WASD.

ARCHITECT/ENGINEER ("A/E"): The named entity on page one (1) of this AGREEMENT and synonymous with the OWNER'S REPRESENTATIVE and Consultant.

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

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

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

CONSENT DECREE ("CD"): The agreement between Miami-Dade County, the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection that requires the COUNTY to undertake a series of projects, operating and maintenance tasks, and monitoring activities of its wastewater system in order to reduce and prevent sanitary sewer overflows, which was approved in April 2014 by the United States District Court for the Southern District of Florida in Case No. 1:12 cv 24400 FAM.

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-builts drawings; utilizing WASD's project control system to track all documents and activities, interface with construction managers, and WASD staff as needed; and responding to requests for information.

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 or the Director's designee remains with the COUNTY.

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

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

COUNTY ("Miami-Dade County"): A political subdivision of the State of Florida. In all respects hereunder, the COUNTY'S performance is pursuant to the 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 the COUNTY'S authority as a governmental body and shall not be attributable in any manner to the 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 OWNER'S REPRESENTATIVE directly engaged by the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 Contract on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the Director during the execution of the design and construction of the Project and is authorized to administer the Project on a day-to-day basis.

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

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

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

FORCE MAJEURE: Shall mean an act of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the OWNER'S REPRESENTATIVE 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 notice in Section 8 of this AGREEMENT shall be a condition precedent to maintenance of a claim for delay due to force majeure.

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

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the OWNER'S REPRESENTATIVE and included in the Section 28 in the Contract.

LUMP SUM: A basis for compensation of the OWNER'S REPRESENTATIVE for Services performed.

MIAMI-DADE WATER AND SEWER DEPARTMENT ("WASD"): 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 OWNER'S REPRESENTATIVE to stop Work under the Contract on the date and to the extent specified in the Notice of Termination.

NOTICE TO PROCEED ("NTP"): Written notice from the Director or the Director's designee to the OWNER'S REPRESENTATIVE specifying the date on which the OWNER'S REPRESENTATIVE is to proceed with the Work and on which the AGREEMENT period begins.

NOTICE OF PROFESSIONAL CONSULTANTS (NTPC): A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.

OCEAN OUTFALL LEGISLATION ("OOL"): The requirements in §403.086(9), Florida Statutes, "Sewage disposal facilities; advanced and secondary waste treatment," includes more stringent treatment and management requirements for domestic wastewater and the subsequent elimination of ocean outfalls as a primary means of domestic wastewater discharge. In addition, the legislation includes requirements for the installation of a functioning reuse system.

OWNER'S REPRESENTATIVE ("ENGINEER"): The firm responsible for the overall coordination of its staff and services to be provided under the AGREEMENT with the COUNTY.

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

PROFESSIONAL SERVICES: The Scope of Services to be provided by the OWNER'S REPRESENTATIVE includes, but is not limited to, services as delineated in Section 3, of this agreement "Professional Services".

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

PROGRAM: The Scope of Work and Services which includes the OOL Capital Improvements Program, as identified in Section 3 of this AGREEMENT including all amendments.

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

PROJECT MANAGER: An individual designated by the OWNER'S REPRESENTATIVE to represent the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE to the Director or the Director's designee for approval. The schedule indicates the Program's durations and sequence of key activities of engineering, design, permitting and indicates milestone event dates as required by the Contract.

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

REIMBURSABLE EXPENSES: Those expenses delineated in Section 11(C), "Reimbursable Expenses", of this AGREEMENT, which are separately approved by the County and are incurred by the OWNER'S REPRESENTATIVE in the fulfillment of this AGREEMENT and which are to be compensated to the OWNER'S REPRESENTATIVE in addition to the Compensation for Services.

SCOPE OF SERVICES ("PROFESSIONAL SERVICES"): The Scope of Services to be provided by the OWNER'S REPRESENTATIVE 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 person or organization which is properly registered as a professional Architect, Interior Designer, OWNER'S REPRESENTATIVE, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an agreement with the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE to perform Work under this AGREEMENT.

WORK ("SERVICES"): All services, tasks, and activities related to the Project and Consent Decree requirements.

2. **COUNTY OBLIGATIONS AND TASK AUTHORIZATION TO PROCEED:** The COUNTY agrees that WASD shall furnish to the OWNER'S REPRESENTATIVE any plans or other data reasonably available in the COUNTY'S 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 OWNER'S REPRESENTATIVE without guarantee regarding its reliability and accuracy. The OWNER'S REPRESENTATIVE shall be responsible for independently verifying such information if it shall be used by the OWNER'S REPRESENTATIVE to accomplish the Work undertaken pursuant to this AGREEMENT.

The OWNER'S REPRESENTATIVE shall submit a proposal upon the Director's or the Director's designee request prior to the issuance of a task authorization to proceed in a form similar to that shown in Attachment "A". No payment shall be made for the OWNER'S REPRESENTATIVE'S time or service in connection with the preparation of any such proposal. The Director or the Director's designee shall confer with the OWNER'S REPRESENTATIVE 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 to proceed, subject to the conditions of this AGREEMENT.

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

3. PROFESSIONAL SERVICES: Upon receipt of task authorization to proceed from the Director, the OWNER'S REPRESENTATIVE agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written task authorization to proceed. The scope of services to be provided by the OWNER'S REPRESENTATIVE includes, but is not limited to, the following:

- A. Validate the Capital Improvement Program for the Wastewater Treatment Plants and Wastewater Collection and Transmission System improvements to cost-effectively fulfill the requirements of the OOL and to meet future system demands forecast to the year 2035 (hereinafter referred to as "OOL Capital Improvement Program");

- B. Outline, identify and/or develop preliminary policies, procedures, and practices that establish the means and methods to meet the requirements of the OOL;

- C. Identify potential risks that may have an impact on the implementation of the OOL Capital Improvement Program and provide a mitigation plan which includes identifying and recommending mitigation options to address future climate change impacts, such as sea level rise, storm surge, wind, and flooding;

consider facility impacts due to sea-level rise and other potential climate change impacts on facilities;

D. Advise and provide strategic day-to-day oversight and direction to the OOL Capital Improvement Program;

E. Prepare and maintain, together with WASD's staff, a Program Management Plan for use by the OWNER'S REPRESENTATIVE, which also includes various consultants assisting WASD with the implementation of its OOL Capital Improvement Program. This also applies to establishing proper communication protocols, design and process standards;

F. Coordinate and assist WASD with Wastewater Facilities Master Planning as required to ensure comprehensive and long-term viability of the OOL Capital Improvements with other concurrent legislation such as the Environmental Protection Agency Consent Decree, South Florida Water Management District's Water Use Permit requirements, and other Master Planning efforts;

G. Establish standards and guidelines for cost-estimating. The OWNER'S REPRESENTATIVE shall work with WASD's staff to ensure that all project cost estimates meet the cost estimating standards, including those in planning, preliminary engineering and detailed design. The OWNER'S REPRESENTATIVE shall review cost estimates generated for consistency with the standards and guidelines and to ensure that cost estimates performed at various stages in the design process adequately and appropriately incorporate factors to account for project risk elements;

H. Develop and manage the program master schedule and task schedules, including phasing work appropriately to meet OOL requirements and future demand projections, and provide budget and cost oversight of all program elements and resources;

I. Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with WASD. These reports may be used to prepare reports submitted to Florida Department of Environmental Protection as part of the OOL requirements;

J. Work with WASD to establish and implement both a physical and an electronic central OOL Capital Improvement Program document library. All documents associated with the OOL Capital Improvement Program, including reports, meeting agendas and minutes, transmittals, design drawings and specifications, technical memorandums, schedules, correspondence, e-mails etc., shall be managed and organized in the library. The OWNER'S

REPRESENTATIVE may be requested to provide assistance to WASD in the development and management of a public website that contains information related to the execution of the OOL Capital Improvement Program. The OWNER'S REPRESENTATIVE shall develop templates for documents and reports to ensure consistency throughout the OOL Capital Improvement Program;

K. Support WASD with water and sewer infrastructure public outreach of the OOL Capital Improvement Program which may include responding to inquiries and complaints;

L. Participate in update meetings with regulatory agencies and develop required materials for each meeting;

M. Support WASD in analyzing and preparing possible recommendations for modifications to the reuse provisions of the OOL Capital Improvement Program as included in the reporting requirements of the OOL;

N. Assist WASD in the preparation of all reports that are required by the OOL Capital Improvement Program to be submitted to Florida Department of Environmental Protection or other regulatory authority;

O. Perform value engineering. This includes establishing when value engineering shall occur, the format and schedule for value engineering efforts, and establishing a standard value engineering report format and templates;

P. Provide assistance to WASD, as-needed, with permits, regulatory and environmental review. The OWNER'S REPRESENTATIVE shall review permits and environmental work to ensure consistency with the overall OOL Capital Improvement Program;

Q. Assist WASD in the review of design documents including constructability reviews, assist WASD and/or design consultant(s) with bid phase services, including but not limited to, drafting specifications, as needed;

R. Oversee and support the design and construction administration phases of the capital program as needed and as required by WASD;

S. Provide construction managers, construction coordinators, construction engineers, start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the OOL Capital Improvement Program and associated Wastewater Treatment Plants and Wastewater Collection and Transmission System capital program;

T. Perform daily inspections, prepare daily logs, detailed review of contractors' updated and revised schedules, prepare recommendations for approval, review schedules of values, contract interpretations and clarifications,

process and authorize progress payments including allowance account and change orders; review operation and maintenance manuals; respond to requests for information, and evaluate claims from contractors;

U. Aid in the integration of consultant staff with WASD's staff;

V. Provide financial and economic review and oversight during the course of the OOL Capital Improvement Program;

W. Evaluate and reconcile scope and other technical aspects and/or conflicts with the Consent Decree requirements;

X. Prepare Basis of Design Reports (BODRs) as directed by WASD for specific projects as required by the OOL Capital Improvement Program;

Y. Provide advice to WASD and recommend the best construction delivery method for the various projects identified in the Plan to implement the OOL; including alternative delivery methods (e.g. Design-Build, Construction-Management-At-Risk, Progressive Design-Build, Private/Public Partnership, etc.);

Z. Assist WASD in achieving LEED Certification as mandated by the County for sustainable development for all of the qualifying projects to be executed under the OOL Capital Improvement Program.

First Task Service Order for the First Six Months (Attachment B) – The services to be provided by the OWNER'S REPRESENTATIVE as part of the First Task Service Order will include, but is not limited to the following:

1. Ocean Outfall Legislation Compliance
2. Existing Wastewater Treatment Plants
3. Wastewater Collection and Transmission System
4. Initial Validation and Planning for the West District Wastewater Treatment Plant
5. Construction Management
6. Program Controls
7. Community Involvement
8. Program Management

The total compensation not-to-exceed for the First Task Service Order is seven million four hundred thirty-one thousand eighty-one dollars and thirty-seven cents (\$7,431,081.37). The scope of work included in Attachment "B" shall be completed within one hundred eighty calendar days (180) once the Notice to Proceed has been issued. Any modification(s) made to the First Task Service Order must be approved by the Director or the Director's designee. Additional task order as authorized by the Director or the Director's designee will be forthcoming.

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE OWNER'S REPRESENTATIVE: The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'S sole direction, supervision and control. The OWNER'S REPRESENTATIVE shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall supply competent employees. The COUNTY may require the OWNER'S REPRESENTATIVE 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 to proceed. The OWNER'S REPRESENTATIVE shall not replace any employee in the team initially proposed by the OWNER'S REPRESENTATIVE without prior approval from the Director or the Director's designee. The OWNER'S REPRESENTATIVE shall submit a list of employees intended to be engaged in the Work under this AGREEMENT, including their classification and labor rates, as reported to the Internal Revenue Service, with such labor rates made a part hereof as Attachment "C" to this AGREEMENT. All employees engaged in this Project will be required to submit the conflict of interest "Affidavit" attached hereto as Attachment "D".
5. OWNER'S REPRESENTATIVE'S RESPONSIBILITIES: In connection with the Professional Services to be rendered pursuant to this AGREEMENT, the OWNER'S REPRESENTATIVE 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 meet completion requirements of the Professional Services within the term specified in the applicable task authorization to proceed.
 - C. Comply with the federal, state and local laws or ordinances applicable to the Work.
 - D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the Work.
 - E. Provide a written report on the status of the Work to the Director or the Director's designee 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall not be compensated for the correction of errors and omissions on the part of the OWNER'S REPRESENTATIVE 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 or the Director's designee, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.
 - L. The COUNTY reserves the right to require background checks on OWNER'S REPRESENTATIVE'S staff working on sensitive WASD infrastructure information, especially Geographic Information System layers. WASD may require non-disclosure agreements to be signed regarding infrastructure information and shall hold the OWNER'S REPRESENTATIVE responsible for the security of this data.
 - M. All OWNER'S REPRESENTATIVE'S staff wishing to gain access to work via the COUNTY'S network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the Project, or if not signed-on to the network after ten (10) days.

- N. The OWNER'S REPRESENTATIVE will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.
- O. The OWNER'S REPRESENTATIVE shall consider future impacts of sea level rise and climate change that may be addressed through design considerations.
- P. The OWNER'S REPRESENTATIVE shall be familiar and acknowledge that it will comply with the applicable provisions of the Consent Decree entered into by the COUNTY for its Wastewater facilities improvements. The Consent Decree can be viewed on WASD's website at <http://miamidade.gov/water/wastewater-improvement-projects.asp>.

6. WASD'S ORGANIZATIONAL CONFLICT OF INTEREST:

- 1) Policy: The COUNTY, through WASD, adopts the provisions of this Section to govern potential conflicts of interest in its procurement of Consultants to implement the Program. It is the policy of the COUNTY, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the COUNTY'S contracting for the Program and to protect the business interests of the COUNTY thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.
- 2) Definitions: Organizational conflict of interest situation in which a Consultant: (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the COUNTY in a matter (such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the OWNER'S REPRESENTATIVE has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing Work under the AGREEMENT, the OWNER'S REPRESENTATIVE may be improperly influenced by its own interests rather than the best interest of the COUNTY, or (b) would have an unfair competitive advantage in a COUNTY competitive solicitation as a result of having performed work on a COUNTY contract that put the OWNER'S REPRESENTATIVE in a position to influence the result of the solicitation.

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

Prime Consultants shall be the OWNER'S REPRESENTATIVE selected to Contract directly with the COUNTY for each of the anticipated Contracts under the Program.

Subconsultants: Firms under contract with the OWNER'S REPRESENTATIVE.

- 3) Certification of no organizational conflict of interest. The OWNER'S REPRESENTATIVE'S: (a) execution of the contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the OWNER'S REPRESENTATIVE'S certification to the COUNTY that the OWNER'S REPRESENTATIVE does not have knowledge of any organizational conflicts of interest to exist in performing the work under the AGREEMENT. False certifications may be considered a material breach of the AGREEMENT and the OWNER'S REPRESENTATIVE may be liable to the COUNTY for a false claim under the COUNTY'S false claim ordinance. At any time in anticipation of awarding the AGREEMENT, or during the performance of the AGREEMENT, the COUNTY may require the OWNER'S REPRESENTATIVE to execute an express written certification that after diligent inquiry the OWNER'S REPRESENTATIVE does not have knowledge of any organizational conflict of interest. The COUNTY may also require the OWNER'S REPRESENTATIVE to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the AGREEMENT.
- 4) Identification of organizational conflict of interest. The OWNER'S REPRESENTATIVE shall be obligated to disclose to the COUNTY any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Contract Manager identified in the AGREEMENT specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the COUNTY'S analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The OWNER'S REPRESENTATIVE'S failure to identify an organizational conflict of interest, or to disclose the same to the COUNTY in the manner set forth in this Section, may be considered a material breach of the AGREEMENT. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same Subconsultants which may be Primes or Subconsultants in other Project Contracts where such use is not specifically prohibited by the advance restrictions set forth

in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the COUNTY as a criterion for selection as set forth in the applicable competitive solicitation documents.

- 5) Addressing organizational conflicts of interest. The COUNTY will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director, with the assistance of such other persons as he may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The COUNTY shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the COUNTY must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk-relating to the COUNTY'S business interests, then the COUNTY shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the COUNTY'S interest is outweighed by the expected benefit from having the conflicted Consultant perform the Contract.
- 6) Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the OWNER'S REPRESENTATIVE and/or its Subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting Subconsultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Consultant and Subconsultant duties to mitigate organizational conflicts of interest, (g) requiring subconsultants who are conflict free to perform identified areas of work, (h) requiring the OWNER'S REPRESENTATIVE or its Subconsultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.
- 7) Documentation and evaluation: The Director will set forth in the AGREEMENT file a written explanation of the methodology used to address an identified organizational conflict of interest. The COUNTY shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the

resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG or COE.

- 8) Organizational conflicts of interest which are not remedied: If in the sole discretion of the COUNTY there is no measure or combination of measures which protect the COUNTY against the organizational conflict of interest, and then the OWNER'S REPRESENTATIVE may not perform the subject work. The COUNTY may in its discretion, if pre-award, decide not to award the AGREEMENT to the affected OWNER'S REPRESENTATIVE, and following award, terminate the AGREEMENT, or portion of the AGREEMENT, which the OWNER'S REPRESENTATIVE has materially breached because of such inability to perform.

7. TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION: The services to be rendered by the OWNER'S REPRESENTATIVE 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.

8. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The OWNER'S REPRESENTATIVE shall not be entitled to an increase in the sum, payment or compensation of any kind from the COUNTY beyond that set forth in this AGREEMENT nor shall the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the OWNER'S REPRESENTATIVE shall be entitled only to extensions of the time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this AGREEMENT shall be extended only if the OWNER'S REPRESENTATIVE is delayed in performing any obligation under this AGREEMENT due to a force majeure or inevitable accident or occurrence. The OWNER'S REPRESENTATIVE shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a bar on the ability of the OWNER'S REPRESENTATIVE to bring any claim of civil action for either compensable or non-compensable time extension.

9. FORCE MAJEURE: No party shall be liable for its failure to carry out its obligations under the AGREEMENT during a period when such party is rendered unable, in whole or in part, by force majeure to carry out such obligations, but the

obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

10. CHANGE OF PRINCIPAL, DIRECTOR AND/OR PROGRAM MANAGER: Greg McIntyre, Matthew B. Alvarez, P.E. and Evelio Agustin, P.E. shall be the Principal, Director and Program Manager, respectively. If the COUNTY or the OWNER'S REPRESENTATIVE requests a change of the Principal, Director or Program Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal, Director or Program Manager.

11. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the OWNER'S REPRESENTATIVE agrees to accept a fee representing full compensation for the performance of the services specified herein. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE if the COUNTY determines that the OWNER'S REPRESENTATIVE 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 to proceed 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 two hundred fifty-five dollars (\$255.00) per hour for the OWNER'S REPRESENTATIVE and Subconsultant(s), with the exception of Mathew B. Alvarez, Director, two hundred seventy-five dollars (\$275.00); and Evelio Agustin, Program Manager, two hundred ninety-five (\$295.00). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not exceed the following:

Senior Technical Expert	\$89.00
Senior Project Manager/Technical Experts	\$80.00
Project Manager and Registered Technical Experts	\$75.00
Non-Registered Technical Staff	\$60.00
Administrative Support Staff	\$45.00
Clerical, Document Control Staff	\$25.00

The COUNTY has the right to verify the rates and multipliers used in this AGREEMENT through an audit. No escalation will be permitted.

2. For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime Work considered necessary and previously authorized in advance by the Director or the Director's designee in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. Overtime is defined as Work in excess of forty (40) hours per week. The multiplier rate in Section 11.A.1 does not apply.
- 3) Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the OWNER'S REPRESENTATIVE and its Subconsultant(s), and made a part hereof as Attachment "C" and shall be consistent with prevailing local wage rates paid for similar Work to

similar employee classifications and subject to approval by the Director or the Director's designee prior to starting Work.

- 4) The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE invoice for employee time not directly related to the Work or travel and subsistence not directly related to the Work. The multiplier factor set forth in Section 11.A.1. above shall cover all such costs pertinent to the Work.
- 5) All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the OWNER'S REPRESENTATIVE unless otherwise provided for herein or within a written task authorization to proceed. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, payable to such Subconsultant(s).
- 6) The OWNER'S REPRESENTATIVE shall promptly make all payments to such Subconsultant(s) following receipt by the OWNER'S REPRESENTATIVE of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the OWNER'S REPRESENTATIVE shall, if requested by the Director or the Director's designee, 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 OWNER'S REPRESENTATIVE'S rates referenced above unless otherwise approved in advance by the Director or the Director's designee.
- 7) The OWNER'S REPRESENTATIVE and its Subconsultant(s) shall be compensated at the flat rate of one hundred thirty dollars (\$130.00) 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 OWNER'S REPRESENTATIVE.
- 8) Not To Exceed: Under this compensation, the OWNER'S REPRESENTATIVE is compensated for the actual time of personnel engaged directly in performing services under this AGREEMENT. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the task authorization to proceed. The compensation method shall be in

accordance with the compensation schedule as shown in Section 11.A.1 of this AGREEMENT.

- B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of WASD, a lump sum mutually agreed upon by the Director or the Director's designee and the OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE may be compensated on a direct reimbursement basis for certain Work-related expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director or the Director's designee in writing. Reimbursable expenses typically are not considered the cost of doing day-to-day business and may include:
- 1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment, 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 OWNER'S REPRESENTATIVE 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 or the Director's designee. For the purposes of this Section, the principal place of business shall be considered the OWNER'S REPRESENTATIVE'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the OWNER'S REPRESENTATIVE shall maintain accurate records in a format and procedure provided by WASD, and the OWNER'S REPRESENTATIVE shall submit said records with their invoices.
 - 3) Reimbursable expenses of the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall be required to submit original receipts of all reimbursable expenses for task authorizations to proceed 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 OWNER'S REPRESENTATIVE pursuant to this AGREEMENT shall not exceed one hundred thirty nine million three hundred ninety-four thousand seven hundred forty-eight dollars (\$139,394,748.00), inclusive of contingencies for an effective term of six (6) years with one (1) six (6) years option to renew. No minimum amount of compensation is guaranteed to the OWNER'S REPRESENTATIVE. Maximum Compensation may not be increased for the entire duration of the AGREEMENT except through written amendment hereto by the Board of County Commissioners.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the OWNER'S REPRESENTATIVE after the one hundred thirty nine million three hundred ninety-four thousand seven hundred forty-eight dollars (\$139,394,748.00) maximum compensation limit of the AGREEMENT has been encumbered, the Director or the Director's designee shall have the right to authorize performance of additional services, provided that compensation for such services does not exceed zero percent (0%) of the AGREEMENT maximum compensation limit which maximum contingency allowance amount shall be zero dollars (\$0). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the OWNER'S REPRESENTATIVE. The task authorization to proceed must clearly identify, explain and justify the reason for the additional services. The OWNER'S REPRESENTATIVE 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 remain the property of the COUNTY.

F. Compensation for Other Services (IF APPLICABLE):

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

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

H. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision 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 the OWNER'S REPRESENTATIVE, mutually acceptable to the COUNTY and the OWNER'S REPRESENTATIVE, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

12. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 the Work completed.
- 2) With each invoice, the OWNER'S REPRESENTATIVE shall submit a "Monthly Utilization Report" (MUR) form in accordance with the Internal Services Department, Division of Small Business Development, requirements. Invoices shall not be considered valid without said form. The MUR shall indicate the amount of contract monies received and paid to the OWNER'S REPRESENTATIVE, including payments to Subconsultant(s). The MUR format is attached as Attachment "G". Invoices shall not be considered valid without said form.
- 3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with the authorized Work. The amounts due for

professional services and reimbursable expenses shall be calculated in accordance with Section 11 of this AGREEMENT.

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

B. Lump Sum Fee:

- 1) The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall submit a MUR form in accordance with the Internal Services Department, Division of Small Business Development requirements. Invoices shall not be considered valid without said form.
- 3) The amount due on the invoice shall be calculated by applying the percentage of the total Work completed to date to the authorized lump sum and subtracting any previous payments.
- 4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

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

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

15. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, data, transactions of all forms, financial information, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this AGREEMENT, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the OWNER'S REPRESENTATIVE or owned by a third party and licensed to the OWNER'S REPRESENTATIVE for use and reproduction, shall become the property of the

COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the OWNER'S REPRESENTATIVE for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the OWNER'S REPRESENTATIVE shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in the performance of this AGREEMENT. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

The OWNER'S REPRESENTATIVE shall be permitted to reproduce any copyrighted material described above after written approval from the COUNTY.

16. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION:

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

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

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

19. SUBCONSULTANTS:

- A. The OWNER'S REPRESENTATIVE shall utilize the following firms as Subconsultant: Hazen and Sawyer, P.C.; Parsons Brinckerhoff, Inc.; Gannett Fleming, Inc.; Nova Consulting, Inc.(CBE); CES Consultants Inc. (CBE); A.D.A Engineering, Inc.(CBE); Millian, Swain & Associates, Inc.(CBE); Vital Engineering, Inc.(CBE); Rohadfox Construction Control Services of Florida, LLC(CBE); GCES Engineering Services, LLC (CBE); Hadonne Corp.(CBE); Leidos Engineering, LLC n/k/a The Louis Berger Group, Inc.; John Proni, PHD; Cunningham Group, Inc.; G-T Construction Group, Inc.; The Miami-Dade Chamber of Commerce, Inc.; and Climsystems, LTD. The OWNER'S REPRESENTATIVE 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, Division of Small Business Development, approves the additional Subconsultant(s). In addition, the OWNER'S REPRESENTATIVE 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 or the Director's designee, the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of twenty-eight percent (28%) on the total amount of compensation for engineering services authorized under this AGREEMENT. The OWNER'S REPRESENTATIVE 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 Subconsultant/Supplier Listing form, attached hereto as Attachment "H". In the event that the successful bidder demonstrates to the COUNTY prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the COUNTY not later than ten (10) days after it becomes available and, in any event, prior to final payment under the AGREEMENT.

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

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

22. WARRANTY: The OWNER'S REPRESENTATIVE warrants that the services furnished by the OWNER'S REPRESENTATIVE under this AGREEMENT shall conform to the quality expected of and usually provided by the profession in the State of Florida.

23. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this AGREEMENT, in total or in part, without cause or penalty, by thirty (30) days prior written notification or by declining to issue the written task authorization to proceed, as provided herein, in which event the COUNTY'S sole obligation to the OWNER'S REPRESENTATIVE shall be payment, in accordance with Section 11.D, "MAXIMUM COMPENSATION", for those units or sections of Work previously authorized. Such payment shall be determined on the basis of the hours or percentage of Work performed by the OWNER'S REPRESENTATIVE up to the time of termination. In the event partial payment has been made for professional services not performed, the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, elect to employ other persons to perform the same or similar services.
24. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of six (6) years after the date of execution of this AGREEMENT. The AGREEMENT has an option to extend, for one (1) six (6) year option to renew period so long as the maximum compensation set forth in Section 11.D has not been reached by the completion of the initial six (6) year term. The Mayor shall seek approval from the Board of County Commissioners prior to exercising any of the options-to-renew or any compensation above the initial award amount. Actual completion of the Services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this AGREEMENT, including but not limited to, indemnification and insurance. This AGREEMENT may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this AGREEMENT'S effective term shall be compensated in accordance with Section 11 herein.
25. DEFAULT: If the OWNER'S REPRESENTATIVE fails to comply with the provisions of this AGREEMENT, the Director may declare the OWNER'S REPRESENTATIVE in default by ten (10) days prior written notification. In the event partial payment has been made for incomplete professional services, the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for reasonable attorney's fees and court costs.

26. CONSEQUENCE FOR NONPERFORMANCE: Should the OWNER'S REPRESENTATIVE fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the services, the OWNER'S REPRESENTATIVE shall be liable for any direct damages to the COUNTY resulting from such delay. Notwithstanding anything to the contrary, the OWNER'S REPRESENTATIVE'S aggregate liability under this AGREEMENT for damages resulting from the OWNER'S REPRESENTATIVE'S delays shall be limited to the value of the applicable task order.

27. INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and other persons employed or utilized by the OWNER'S REPRESENTATIVE 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 shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'S negligence, recklessness or intentionally wrongful conduct of the OWNER'S REPRESENTATIVE or its employees or agents. The OWNER'S REPRESENTATIVE expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the OWNER'S REPRESENTATIVE 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.

The OWNER'S REPRESENTATIVE agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the OWNER'S REPRESENTATIVE in which the COUNTY participated either through review or concurrence of the OWNER'S REPRESENTATIVE'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the OWNER'S REPRESENTATIVE, the COUNTY in no way assumes or shares any responsibility or liability of the OWNER'S REPRESENTATIVE or Subconsultants under this Agreement.

This Section shall survive expiration or termination of this AGREEMENT.

28. **INSURANCE:** The OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE shall maintain insurance coverage during the term of this AGREEMENT which meets the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of five million dollars (\$5,000,000.00) per claim.
- C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.
- D. Workers' Compensation Insurance for all employees of the OWNER'S REPRESENTATIVE as required by Chapter 440, Florida Statutes.

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

- 1. The companies must be rated no less than "A-" as to management and no less than "Class VII" as to financial 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 company 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.

The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 28.

Compliance with the foregoing requirements shall not relieve the OWNER'S REPRESENTATIVE of the liabilities and obligations under this Section or under any other portion of this AGREEMENT, and the COUNTY shall have the right to inspect the original insurance policies.

29. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'S obligations hereunder. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'S Current Federal Income Tax Returns.
- 3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code;
- 4) Environmentally Acceptable Packaging Resolution No. R-738-92;
- 5) Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;
- 6) Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
- 7) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
- 8) Architectural and Engineering Selection Process, Administrative Order 3-39;
- 9) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
- 10) Criminal Record, Ordinance No. 94-34; and
- 11) Resolution No. 113-94, Quarterly Reports (Private Sector Work); Independent Private Sector Inspector General (IPSIG); Resolution No. 516-96 and Administrative Order No. 3-20; and
- 12) Resolution R-63-14 – Contractor Due Diligence Affidavit, Attachment "I".

B. Furthermore, the OWNER'S REPRESENTATIVE shall execute the attached Affirmation of Vendor Affidavits:

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

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

31. SUSTAINABLE BUILDING PROGRAM: The primary mechanism for determining compliance with the Sustainable Building Program shall be the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the

standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the COUNTY'S Sustainability Manager:

- A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
- B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
- C. Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
- D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

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

33. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE to the COUNTY.

34. EQUAL OPPORTUNITY: The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

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

35. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the IG, any and all payments to be made to the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and
- B. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, its officers, agents, employees, subcontractors and suppliers. The OWNER'S REPRESENTATIVE shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE or third parties.

Exception: The above application of one-quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board of County Commissioners (BCC); (j) professional service agreements under one thousand dollars (\$1,000); (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the BCC may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

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

36. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 is not limited to, project design, establishment of bid specifications, bid submittals, activities of the OWNER'S REPRESENTATIVE, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to the OWNER'S REPRESENTATIVE from an IPSIG, the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'S possession, custody or control which in the IPSIG's sole judgment pertain to performance of the AGREEMENT, including but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume

discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

37. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY.

The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE upon termination of the AGREEMENT 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 OWNER'S REPRESENTATIVE does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the AGREEMENT.

38. PERFORMANCE EVALUATIONS:

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

39. ETHICS COMMISSION:

Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors, engineers, and vendors. The OWNER REPRESENTATIVE acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

40. ASSIGNMENT OF AGREEMENT:

This AGREEMENT shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.

41. ENTIRETY OF AGREEMENT:

This writing embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other

agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

42. HEADINGS: The table of contents and any headings preceding the text of the Sections and subsections of this AGREEMENT shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

43. BINDING EFFECT: This AGREEMENT shall inure to the benefit of and shall be binding upon the OWNER'S REPRESENTATIVE and the COUNTY and their respective successors, assigns and legal representatives.

44. NO THIRD-PARTY RIGHTS: This AGREEMENT is exclusively for the benefit of the COUNTY and OWNER'S REPRESENTATIVE and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

45. NON-EXCLUSIVITY: Notwithstanding any provision of this AGREEMENT, this AGREEMENT is nonexclusive, and the COUNTY is not precluded from retaining or utilizing any other OWNER'S REPRESENTATIVE to perform like services for WASD. The OWNER'S REPRESENTATIVE shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other OWNER'S REPRESENTATIVE to perform any such like services.

46. MODIFICATION: No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

47. GOVERNING LAW: This AGREEMENT, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

48. SECURITY RESTRICTIONS: Access to certain COUNTY property is restricted. The OWNER'S REPRESENTATIVE is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the OWNER'S REPRESENTATIVE needs access to such COUNTY property, the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, or Consultant who is performing Work on or related to the building, arenas, stadium, water treatment plant, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

49. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and/or Subconsultants, or failure to comply with the Administrative Order 3-39, may result in the imposition of one or more of the sanctions listed therein. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this AGREEMENT.
50. SEVERABILITY: If any clause, provision, subsection or Section of this AGREEMENT is ruled invalid by any court of competent jurisdiction, the remaining provisions hereof, and this AGREEMENT shall be construed and enforced as if such invalid portion did not exist.
51. DRAFTING RESPONSIBILITY: Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this AGREEMENT, as a whole, or any portion hereof, based on drafting responsibility.
52. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST: By executing this AGREEMENT through a duly authorized representative, the OWNER'S REPRESENTATIVE certifies that the OWNER'S REPRESENTATIVE 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

89

287.135 and 215.473, Florida Statutes. The COUNTY shall have the right to terminate this AGREEMENT for default if the OWNER'S REPRESENTATIVE 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.

53. ERRORS AND OMISSIONS: The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that are prepared by the OWNER'S REPRESENTATIVE. For the purposes of this AGREEMENT provision, errors and omissions shall be dealt with differently, as follows:

A. Errors: It is specifically agreed that any construction changes identified by the COUNTY and an error in the bid documents that were prepared by the OWNER'S REPRESENTATIVE may constitute an additional cost to the COUNTY that would not have been incurred without error. The OWNER'S REPRESENTATIVE agrees to be responsible for direct damages to the COUNTY to the extent such damages were caused by the OWNER'S REPRESENTATIVE'S breach of the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT.

B. Omissions: It is further specifically agreed for purposes of this AGREEMENT that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the OWNER'S REPRESENTATIVE may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The OWNER'S REPRESENTATIVE agrees to be responsible for direct damages to the COUNTY to the extent such damages were caused by the OWNER'S REPRESENTATIVE'S breach of the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT.

The OWNER'S REPRESENTATIVE shall participate in all negotiations with the contractor related to this Section. Such OWNER'S REPRESENTATIVE participation shall be at no additional cost to the COUNTY. Failure by the OWNER'S REPRESENTATIVE to participate in the negotiations with the contractor shall constitute a waiver of OWNER'S REPRESENTATIVE'S rights to contest the appropriateness or amount of any settlement or change orders.

To obtain recovery for errors and/or omissions covered in Paragraphs A and B above, the COUNTY shall deduct from funds due the OWNER'S REPRESENTATIVE in this or any other contract the OWNER'S REPRESENTATIVE may or will have with the COUNTY up to the amount of the OWNER'S REPRESENTATIVE'S insurance deductible. Should the damages

incurred by the OWNER'S REPRESENTATIVE exceed the OWNER'S REPRESENTATIVE'S insurance deductible, the COUNTY shall look to the OWNER'S REPRESENTATIVE and the OWNER'S REPRESENTATIVE'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this AGREEMENT, the OWNER'S REPRESENTATIVE specifically agree to the reasonableness of these damage calculations and to the COUNTY'S rights to recover same as stated above provided, however, the Parties agree that in no event shall the OWNER'S REPRESENTATIVE be responsible for the cost of construction change to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the OWNER'S REPRESENTATIVE'S indemnification obligations to the COUNTY pursuant to Section 27 of this AGREEMENT, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

(This page was intentionally left blank)

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

ATTEST:

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

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Carlos A. Gimenez
County Mayor



ATTEST:

CH2M Hill, Inc. (Corporate Seal)

By: Cheryl Rimas
Signature
Cheryl Rimas
Print Name

Asst
Secretary

By: Gregory T. McIntyre
Signature
Gregory T. McIntyre
Print Name
Senior Vice
President

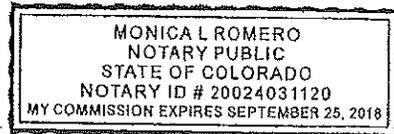
STATE OF Colorado
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 16th day of Sept 2014, by Gregory T. McIntyre, as Senior Vice President, and Cheryl Rimas, as Asst Secretary, of CH2M HILL, Inc, a Florida corp, 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.

Monica L. Romero
Notary Public
Monica L. Romero
Print Name

20024031120
Serial Number

Approved for Legal Sufficiency:
[Signature]
Assistant County Attorney



ATTACHMENTS

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

ATTCHMENT B

OCI Project No. E13-WASD-11

CH2MHILL

Prepared by CH2M HILL for Miami-Dade County

September 8, 2014

Task Order No. 01

Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

Project Understanding

In 2008, as approved by the Florida Legislature, the Governor signed a law requiring all wastewater utilities in southeast Florida utilizing ocean outfalls for disposal of treated wastewater to reduce nutrient discharges by 2018, cease using the outfalls by 2025, and reuse 60% of the wastewater flows by 2025. The statute was amended in 2013 to provide greater flexibility to meet the reuse requirements and to allow continued use of the outfalls for managing peak sewage flows not to exceed 5% of the annual baseline flows.

The statute requires reuse of 117.5 million gallons of treated wastewater per day, by far the largest volume of reuse of any utility in Florida. This will be accomplished through a contract with Florida Power and Light to provide up to 90 million gallons per day (MGD) of reuse water for cooling purposes at their Turkey Point facilities. An additional 27.5 MGD of reuse water will be used to replenish the Floridan aquifer at the Central, South, and West District plants.

A preliminary Ocean Outfall Legislation Compliance Plan was submitted to and reviewed by the Florida Department of Environmental Protection (FDEP) to determine compliance with the requirements of the statute. An update of the plan is due to FDEP no later than July 1, 2016. A more detailed implementation plan will need to be in place by that time, including actual construction of some plan components, to assure that the 2025 deadline is met.

CH2M HILL, acting as Owner's Representative, and the Miami-Dade County Water and Sewer Department (WASD) will provide planning, and program, design, and construction management services for Ocean Outfall Legislation projects and the Wastewater Capital Improvement Plan. This task order provides the services described below that are required during the first six months of the program. This Task Order assumes a Notice to Proceed by October 1, 2014.

Scope of Services

The scope of services and level of effort under this Task Order addresses the initial six-month period. Some tasks listed below may contain work elements that extend across future Task Order(s). CH2M HILL will provide services to assist WASD in achieving the desired outcome by performing the following tasks:

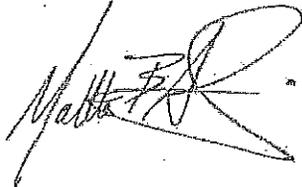
- Task 1 – Ocean Outfall Legislation Compliance
- Task 2 - Existing Wastewater Treatment Plants (WWTP)
- Task 3 - Wastewater Collection and Transmission System (WCTS)
- Task 4 - Initial Validation and Planning for the West District Wastewater Treatment Plant
- Task 5 – Construction Management
- Task 6 - Program Controls
- Task 7 - Community Involvement
- Task 8 - Program Management

- c. The estimated Program Management value for the OOL contract resulted in a 3.28% of construction value. This is within typical program management ranges.
- d. The estimated Construction Management value for the OOL contract resulted in a 1.42 % of construction value. This is low for typical construction management ranges. This is due to the fact that the CM estimate for the WDWWTTP was not included since there is not yet a defined scope for the WDWWTTP or a defined delivery model. Once these are established during the planning efforts, the CM effort for a potential WDWWTTP can be accurately estimated for this contract.
- e. Additionally, as noted from our submittal for Negotiation Meeting 1, significant planning needs to be completed to develop an estimate for, and deliver, a BODR for the WDWWTTP. Additionally, the NTPC references that BODRs can be delivered by the OOL Owner's Representative, however, the number and type of BODRs are not identified since additional planning is also needed to estimate the BODR effort. Therefore, the Total Contract Value does not include the level of effort for BODR delivery until such system planning is complete and details available for a contractual estimate.

CH2M HILL greatly appreciates the opportunity to submit our scope and fee proposal for Task Order No. 1 and would like to thank Miami-Dade County for its time and review during this negotiation process.

Sincerely,

CH2M HILL



Matthew B. Alvarez, P.E.
Vice President, Florida Operations

ATTACHMENT B



CH2MHILL

CH2M HILL
3150 SW 38 Avenue, Suite
700
Miami, Florida
United States, 33146

September 8, 2014

Faith Samuels
Sr. A/E Consultant Selection Coordinator
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, 13th Floor
Miami, FL 33128

Subject: E13-WASD-11 - Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation (OOL) and Miami-Dade County's (MDC) Wastewater System

Dear Ms. Samuels:

We would like to thank the County for its time in conducting the negotiations for the agreement to serve as Owner's Representative for Professional Engineering Services Relating to the State of Florida's OOL and MDC's Wastewater System. We are pleased to submit our updated fee proposal for the First Task Order.

Per the committee's instructions from Friday's negotiations meeting, we have attached an electronic file with the following information as organized below:

1. Proposed Total Contract Value
2. Schedule of OOL Contract Expenditures
3. Proposal and Fee Estimate for the First Task Order
4. Proposed Schedule for the First Task Order
5. Questions/Clarifications Regarding the Professional Services Agreement
6. Hourly Rates for All Staff and Field Representatives Along with their Titles and Certified Payrolls

In developing the above information, we have revised the Total OOL Contract Value per the negotiation meeting on Friday. This is indicated below along with the planning and estimate notes as submitted last week.

1. Total OOL Contract Value

- a. The revised Total Contract Value is \$139,394,748
- b. The Contract Value was estimated with actual personnel needed including a resource loaded schedule resulted in the following metrics assuming a construction cost at 80% of the \$3.32B:

Program Management Percentage	3.28%
Construction Management Percentage	1.42%
Planning and Other Requested Services	0.54%
Total	5.24%

96

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										
Principal			0.00																	
Project Manager			0.00																	
Engineer 3			0.00																	
Engineer 2			0.00																	
Engineer 1			0.00																	
Sr. Technician			0.00																	
Technician			0.00																	
Drafter			0.00																	
Sub-totals				0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0.00

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Air Travel			
Lodging (by days)	Coach class - from	to	
Car Rental (by days)	See Attached "Maximum Daily Lodging Rates"		
Gas (for rental cars only)		\$36.00/day	
Food		\$3.75/gallon	
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		\$0.4528/mile (for use of personal vehicle)	
Total Labor and Direct Expenses = \$			
Subtotal Direct Expense \$			
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 (FIS, 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. \$

Additionally, the Task Outline submitted by the County identified Validation of the OOL Program as a major task. We have included this validation effort in each of the WWTP and Collection System tasks, Tasks 2 and 3 respectively.

Task 1 – Ocean Outfall Legislation Compliance

Subtask 1.1 – Participate in Meetings with Regulatory Agencies and Develop Materials for Each Meeting

CH2M HILL will participate in and develop required meeting material for meetings with regulatory agencies as requested by WASD. CH2M HILL will work closely with WASD staff to coordinate and track the meetings. Meeting materials may include but are not limited to: agendas, hand-outs, presentations, reports, and meeting summaries. CH2M HILL will maintain an action item log and track progress in resolution of items.

CH2M HILL and WASD will meet with the FDEP and other regulatory agencies regarding the Deep Injection Well plan, schedule, and preliminary well locations. Several key regulatory issues will be addressed regarding the deep injection wells and Upper Floridan recharge wells, level of treatment required, and the issue of exemptions from State and Federal Primary Drinking Water Standards. CH2M HILL will conduct workshops as necessary.

Deliverable	Schedule
Preliminary Deep Injection Well Plan	3 months after NTP
Develop agendas, hand-outs, presentations, and reports	One week prior to meeting
Conduct and attend workshops as necessary	As necessary
Distribute agendas, hand-outs, deliver presentations, and required reports	Day of meeting
Draft Meeting Summary	Three business days after meeting
Final Meeting Summary	Five business days after meeting

Subtask 1.2 – Preparation of Required Reports for Ocean Outfall Legislation Program and Coordination with Wastewater Programs and Capital Plan

CH2M HILL will assist WASD in the preparation of status reports as required by WASD and deliverables that are required by the Ocean Outfall Legislation (OOL) Program to be submitted to the Florida Department of Environmental Protection (FDEP) or other regulatory authorities. The first scheduled report, "Update to the Ocean Outfall Legislation Compliance Plan" is due to the FDEP on July 1, 2016, outside the initial six-month Task Order period.

CH2M HILL will begin coordinating the Ocean Outfall Compliance Plan with other Consent Decree (CD), Pump Station Improvement Program (PSIP) and Repair and Rehabilitation (R&R), and other wastewater system consultants to be able to report on coordination issues and impacts OOL compliance and schedule. CH2M HILL will develop a Comprehensive Report Schedule of required status reports including: deliverables, resources, protocol, and due dates for scheduling and tracking purposes.

CH2M HILL will track compliance with required reports via the Project Control system. Reports will be prepared as required.

CH2M HILL will also develop the December 2014 Ocean Outfall Legislation Report for FDEP. This report will include any proposed changes to the OOL Compliance Plan as identified during the early program planning and validation.

Deliverable	Schedule
December 2014 FDEP Report	3 weeks prior to report due date for review
Comprehensive Report Schedule	Within five (5) months of NTP
Develop reports and deliverables for review and approval	As required
Monitor and track reports and deliverables	Ongoing

Subtask 1.3 – Develop Preliminary Plan to Meet Ocean Outfall Legislation Requirements

CH2M HILL will develop a preliminary plan to identify and/or develop, procedures, and practices that establish the means and methods to meet the requirements of the OOL. The plan will be developed with close coordination with WASD. The Technical Memorandum - Preliminary Plan to Meet Ocean Outfall Legislation Requirements will be presented to WASD for review and comment.

This task will also include a Gap Analysis between the Ocean Outfall Compliance Plan and the Ocean Outfall Legislation Requirements.

CH2M HILL will schedule and lead a workshop to discuss the review comments and clarify any questions. Comments will be incorporated into the final Technical Memorandum - Preliminary Plan to Meet Ocean Outfall Legislation Requirements and submitted to WASD. The final document will be incorporated into the Program Management Plan.

The Total Nitrogen is an important technical driver for the OOL compliance injection well plan. CH2M HILL will work with WASD expert staff to develop a Total Nitrogen White Paper to support the OOL deep injection well plan as an early program deliverable.

Deliverable	Schedule
Develop TN White Paper	30 days after Notice to Proceed.
Develop Technical Memorandum - Preliminary Plan to Meet Ocean Outfall Legislation Requirements	60 days after Notice to Proceed.
Lead Workshop to review Preliminary Plan to Meet Ocean Outfall Legislation Requirements	One week after submittal of draft Preliminary Plan to Meet Ocean Outfall Legislation Requirements.
Technical Memorandum - Final Preliminary Plan to Meet Ocean Outfall Legislation Requirements	One week after Workshop.

Subtask 1.4 – Prepare Program Management Plan for Use by the Program Team.

In order to avoid duplication, this section is discussed and the level of effort is captured in Subtask 8.9.

Subtask 1.5 – Develop Recommendations for Modification to the Reuse Provisions of the Ocean Outfall Legislation

CH2M HILL will support WASD in analyzing and preparing possible recommendations for modifications to the reuse provisions of the Ocean Outfall Legislation as included in the reporting requirements of the Ocean Outfall Legislation.

CH2M HILL will work closely with WASD and develop a Technical Memorandum – Recommendations for Modification to the Reuse Provisions of the Ocean Outfall Legislation to WASD staff for review and comment. CH2M HILL will schedule and lead a workshop to present options, review comments and clarify any questions. Comments will be incorporated into the Technical Memorandum – Recommendations for Modification to the Reuse Provisions of the Ocean Outfall Legislation.

99

Deliverable	Schedule
Lead Development Workshop with WASD to discuss reuse options. Provide a summary of the meeting.	Within 45 days of Notice to Proceed
Develop Technical Memorandum – Recommendation for Modification to the Reuse Provisions of the Ocean Outfall Legislation	30 days after development workshop
Present TM findings to WASD in a workshop to obtain and address comments.	30 days after submittal of draft Technical Memorandum
Technical Memorandum – Recommendation for Modification to the Reuse Provisions of the Ocean Outfall Legislation	Two weeks after Workshop

Task 2 – Existing Wastewater Treatment Plants

Subtask 2.1 – Requirements and Improvements to Cost Effectively Fulfill OOL Requirements

The data collected in subtasks below will be reviewed and analyzed to develop the preliminary list of requirements and improvement projects to cost effectively fulfill the OOL requirements. The project list will include a technical description of the physical work required for each project.

CH2M HILL will develop and submit a Technical Memorandum outlining the preliminary project list to WASD staff for review and comment. CH2M HILL will schedule and lead a workshop with WASD staff to verify the project, scope, clarify any questions, and remove any projects that do not meet the criteria for capital improvements. Comments will be incorporated into a Final Project List eligible for prioritization.

A future Task Order will update the final project list of improvements after completion of the system-wide master planning effort and modeling work will be required to finalize the list of improvements for the wastewater system.

Deliverable	Schedule
Lead Development Workshop with WASD to discuss requirements and improvement options. Provide a summary of the meeting.	Within 90 days of Notice to Proceed
Develop Technical Memorandum – Preliminary Requirements and Improvements Project List	30 days after development workshop
Present TM findings to WASD in a workshop to obtain and address comments.	14 days after submittal of draft Technical Memorandum
Technical Memorandum – Preliminary Requirements and Improvements Project List	30 days after Workshop

Subtask 2.2 – Validation

This task covers the detailed validation of the existing OOL projects listed in the OOL compliance plan. Validation includes a review of the scope for each project, developing estimates, and developing project durations to be included in the Program Schedule. A workshop will be held to determine the risk assessment and prioritization of each project. This workshop will be performed utilizing a structured decision making process using clear goals and decision criteria as part of a multi-attribute mathematical analysis approach. During this workshop, the measures to evaluate projects will be defined and utilized in a project prioritization model to score each project.

Categories for prioritizing projects include:

- **Regulatory or Contractual Compliance.** The project meets existing and anticipated regulations.
- **Risk Reduction.** Impacts to redundancy, threats to life, health and safety, reduced availability, and level of service.
- **Health, Safety, and Security.** The project mitigates, removes, or prevents a hazard.
- **Capacity/System Expansion.** The project improves current capacity, satisfies anticipated future average and peak flow demands, or extends service to future service areas.
- **Financial Impact/Corporate Stewardship.** The project reduces life-cycle O&M costs, improves efficiency, generates revenue, or outside funding sources are available.
- **Environmental Stewardship/Sustainability.** The project promotes energy efficiency, resource conservation, or makes a contribution toward environmental stewardship or sustainability.
- **Customer.** The project addresses customer issues and community impacts.

The result of the scoring process will be an unbiased evaluation and prioritization of existing OOL Compliance capital projects so that limited available capital can be allocated to the projects that will yield the greatest benefit. This process will clearly demonstrate to the public and stakeholders how the planned capital expenditures will accomplish the capital improvement vision and goals.

A future Task Order will update the system-wide CIP validation process, which will require an initial system-wide master planning effort and modeling work to finalize the list of improvements for the wastewater utility. CH2M HILL recommends that program validation be performed on a yearly basis.

Deliverable	Schedule
Workshop to determine the risk assessments and quantified prioritization for each project.	120 days after NTP
Develop Validated list of OOL Compliance Project with updated, scopes, estimates and duration	30 days after workshop
Workshop – review Validated list of OOL Compliance projects	30 days after Validated List submission
Validated list of OOL Compliance Project with updated, scopes, estimates and duration	30 days after Workshop.
Meeting and Workshop Summaries	Three days after meeting

Subtask 2.3 – Proposal Tasks and Schedule

Assist WASD in coordinating and developing proposal tasks and scheduling procurement activities. This task also includes periodic reports on the various proposal tasks as well as current schedule status. Any issues to be discussed with WASD will be summarized.

Subtask 2.4 – WWTP Design Management Kickoff Meetings

CH2M HILL will assist WASD by attending all WWTP design kickoff meetings. CH2M HILL will attend these meetings with the plant coordinator and a planner to identify any conflicts or duplication of effort. In the event that any conflicts, risks, or opportunities are identified, CH2M HILL will assist WASD by making recommendations that will cost-effectively progress the OOL compliance schedule.

CH2M HILL will schedule and lead meetings with existing repair and rehabilitation consultants (R&R) that will serve to establish the criteria for the evaluation of alternatives and for design and construction as defined by WASD.

The primary objectives of this meeting are to:

- Introduce key CH2M HILL team members and define communication protocol
- Provide a brief overview of the envisioned activities associated with the scope of work
- Identify critical success factors
- Share knowledge and information
- Standardize design elements

Subtask 2.5 – Design Management Plan (DMP)

The DMP provides guidance for a consistent yet flexible approach to the design process and outlines the standards, including quality control measures. These guidelines will provide a common process for the program management team. External consultants working on the wastewater system will be expected to follow the approved design procedures provided to facilitate project execution.

The intent of these guidelines are general to some extent, and are written with a typical wastewater treatment project in mind. The concepts will be adaptable to almost any design project on a wastewater treatment facility; however, when projects vary from this approach, the program management team will be flexible enough to adapt the process to fit the needs of specific projects.

The DMP will include the following sections:

- Project Definition Procedure
- Project Stage Gate Reviews
- Task Order Negotiations
- Deliverable Requirements
- Contract Boundaries
- Standard Contract Language
- Lay Down Areas
- Permitting Procedure
- Sustainability Requirements

Deliverable	Schedule
Workshop to review and discuss the elements of the Design Management Plan	45 days after NTP
Develop Design Management Plan, and present at a workshop. CH2M HILL to incorporate comments under a separate task order	105 days after workshop

Subtask 2.6 – Review Existing Information and Perform Initial Site Visit

CH2M HILL will conduct a kickoff meeting, followed by desktop data collection effort. CH2M HILL will obtain, review, and compile a list of projects from a variety of sources, including: ongoing projects, previously identified projects, and new projects (from staff-provided information, wastewater master planning efforts, and funded initiatives). In preparation for defining project scopes, schedules, and funding needs, CH2M HILL will collect supporting information such as applicable reports, studies, and plans. The following sources may be investigated for supporting documentation:

- Existing planning documents, record drawings, diagrams, and as-built information
- Existing Compliance Plan
- Contract documents and technical specifications
- Permits and regulatory requirements

102

- O&M manuals
- Design criteria and standards
- Electrical and control system diagrams and studies
- Design documentation for active projects in the evaluation/design/bid phase
- Construction and engineering cost estimates and schedule updates for active projects in the evaluation/design/bid phase
- Latest available information from other departments and agencies

CH2M HILL will also perform initial site visits at each of the existing facilities discuss current facility needs with operation staff.

Subtask 2.7 – Perform Field Inspections and Assessments

CH2M HILL will conduct detailed field inspections and assessments performed by a team of engineers of various disciplines. CH2M HILL will review and update assessments previously provided by other consultants, and utilize information gathered in the previous subtasks to provide a baseline of the current conditions, status, and overall risk of each identified project. This information will be used in the validation process to define and prioritize projects by risk, and OOL requirement milestone schedule.

Deliverable	Schedule
Facility Field Inspection - Daily Reports	3 days after field visit

Subtask 2.8 – Data Compilation and WWTP Project Work Plan

CH2M HILL will compile the information collected in the subtasks above and develop a preliminary project list that will be used in a future prioritization effort (workshops). Based on the collected information, CH2M HILL will develop a preliminary WWTP Project Work Plan. The WWTP Project Work Plan will be updated in a future task order after the initial system-wide master planning efforts are completed.

Deliverable	Schedule
Workshop to review and discuss the content of the WWTP Project Work Plan	45 days after NTP
Develop WWTP Project Work Plan, and present at a workshop.	105 days after workshop

Subtask 2.9 – Preliminary Engineering Report on the Existing Wastewater Treatment Plants

CH2M HILL will summarize the current conditions of the existing wastewater facilities based on the assessments and existing available documentation provided. This information will be used in future planning efforts to develop a cost-effective OOL Compliance capital improvement plan for the Wastewater System.

The preliminary report will include information such as site plans and major yard piping for the selected alternative in the OOL Compliance Plan (2A-2-2). CH2M HILL will closely coordinate with the CD, PSIP, R&R, other wastewater design consultants as needed, and WASD to develop coordinated site plans and yard piping drawings at each of the existing wastewater treatment facilities.

The document will include the results of coordination efforts with the CD, PSIP, R&R and other wastewater design consultants.

CH2M HILL will meet with WASD to develop the outline and content of the report.

Deliverable	Schedule
Workshop to review and discuss the content of the Preliminary Engineering Report	30 days after NTP
Develop Preliminary Engineering Report, and present at a workshop.	150 days after workshop

Subtask 2.10 – Facility Hardening

To address sea level rise, flooding, storm surge, and wind considerations, CH2M HILL proposes to incorporate climate risks and vulnerabilities into a robust facility hardening plan for future designs under the OOL program. Identifying and understanding climate risks and vulnerabilities entails two parallel activities:

- Definition of projected climate change for key climate variables.
- Assessments including Sea Level Rise, Storm Surge, Flooding, and Wind
- Definition of critical assets

CH2M HILL will complete these two steps using a phased approach whereby definition of critical assets will be conducted in two phases, with the first phase being done in the initial 6-month task order and, as needed, a second phase would be conducted later to define site-specific facility hardening measures for critical assets. The resulting efforts will address

Definition of Projected Climate Change for Key Climate Variables

There are at least four key climate variables that could affect planning for WASD's OOL program: sea level rise (SLR), storm surge, rainfall and wind. Coastal facilities are potentially subject to flooding from sea level rise and surge, while inland facilities (e.g. WDWWT and some pump stations) are potentially subject to flooding from increased rainfall intensity, especially if coupled with sea level rise impacting tailwater conditions in drainage canals.

CH2M HILL understands that WASD will use the Southeast Florida Climate Compact sea level rise estimates as the basis for facility hardening.

The current Compact projections are based on 2009 sea level rise data. The CH2M HILL team has the most current 2013 sea level rise data. The purpose of this task is to quickly identify the impacts of the new 2013 data so that WASD and the Program Team can be prepared for the new Compact update when it becomes available. This will allow for early sensitivity analysis on range estimates and costs based on the updated climate change data.

Under this task, CH2M HILL will update the current projections of key climate variables, CH2M HILL, with CLIMSystems, will complete the following key tasks to define these variables based on the latest science:

- Conduct initial meeting with WASD staff to define risk tolerance for key design criteria and planning horizon, including range of climate model scenarios, as well as range of hurricane surge scenarios. It is assumed that up to 2 greenhouse gas scenarios (representative concentration pathways) will be used with the full suite of IPCC fifth assessment report (AR5) global circulation model (GCM) outputs, with projections to 2060, 2075, and 2100.
- Using SimCLIM, prepare updated climate model projections for:
 - Relative sea level rise (SLR), with local vertical land movement
 - Rainfall intensity duration and frequency (IDF), including 5-, 10-, and 100-year recurrence intervals
 - Wind
- Using MIKE21, prepare estimates of storm surge elevations at key locations along the coast of the WASD service area for Hurricane Andrew and Category I, III, and V hurricanes, with current and 2 future sea level rise scenarios (i.e. 12 model scenarios). Note that this would only provide depth of surge at current tidal

boundary. A separate modeling effort, included in this task order, is needed to evaluate propagation of surge inland to individual WASD facilities.

- Using ISIS-FAST, prepare estimates of storm surge elevations inland 2 selected surge scenarios.
- Conduct 2 workshops with WASD and representatives of the SE FL Climate Compact to review results and decide on design criteria to use for facility hardening

Deliverable	Schedule
Meeting agenda and minutes from initial meeting on design criteria	Within 3 weeks of NTP
Technical Memorandum on SLR projections	Within 60 days of NTP
Technical Memorandum on rainfall IDF projections	Within 90 days of NTP
Technical Memorandum on wind projections	Within 120 days of NTP
Technical Memorandum on surge modeling and inland flooding results	Within 150 days of NTP
Meeting agenda and minutes on facility hardening design criteria based on workshop with WASD and SE FL Compact	Within 180 days of NTP

Definition of Risk for Critical Assets and Preliminary Facility Hardening Plan

Identification of Critical Infrastructure Assets. This task will follow conventional asset management principles to identify assets that are at risk. Risk is a function of both the frequency of flooding and the consequence of failure of those assets. By overlaying the asset inventory with the flood inundation maps and prioritizing assets based on consequence of failure, an overall risk score and prioritization scheme will be developed to protect WASD's coastal wastewater collection and treatment assets, as well as inland assets.

The following key tasks are anticipated to identify and rank critical assets:

- Complete GIS inventory of key assets and define data gaps relative to key components (electrical systems, mechanical systems, flood pathways, pump types, power supply, ingress/egress routes)
- Overlay GIS inventory of key assets with 2 flood inundation maps developed with ISIS-FAST in Task 3.7.1
- Conduct one workshop to define criticality and prioritize assets based on consequence of failure
- Develop Draft TM documenting risk score and prioritization scheme, and recommending path forward on refining estimate of risk based on site-specific field investigations in later phase

Deliverable	Schedule
Workshop to review inventory and prioritization scheme of critical assets	Within 150 days of NTP
Develop Technical Memorandum on risk scoring and prioritization scheme	14 days after Workshop.
Workshop to discuss TM	Within 14 days of submitting TM

Subtask 2.11 –Review of Design Standards and Details and Review of Plans and Specifications

CH2M HILL will review existing design standards and details for conformance with defined design and construction criteria. After this initial review, CH2M HILL will develop a Technical Memorandum outlining the review comments and recommendations will be provided.

CH2M HILL will utilize and incorporate existing design standards and details into the OOL program. CH2M HILL will work closely with other consultants to ensure minimize duplication of effort. The development of new standards, if requested, will be accomplished under a separate task order.

Once the review of the standards and details, CH2M HILL will then review the plans and specification for any active and future work at the existing WWTP.

Deliverable	Schedule
Workshop to review and discuss the existing design standards and details	45 days after NTP
Develop review comments and recommendations TM, and present at a workshop.	105 days after workshop
Design Review comments	As required

Subtask 2.12 – Requirements and Improvements to Cost Effectively Fulfill the Requirements of Future System Demands Forecast to Year 2035

Flow Development, Allocation and Projections

This initial task is to review and validate annual average daily flows (AADF) and peak flows for each collection basin and subsequently each regional treatment facility. This work effort is intended to confirm the AADF and peak flow values at five year increments to the year 2035.

The main focus of this task is to review and validate each basin considering both population and hydrograph methodologies. Values will be compared with plant AADF flows during the past year and used as the basis for Ocean Outfall Legislation compliance planning.

The peak flow projections will be reviewed for two year storm events identified using gauge-adjusted radar rainfall (GARR) data provided by WASD. Peak flow hydrographs, will be reviewed and utilized to establish peak flow pump station and treatment requirements through 2035:

Data Review

The purpose of this subtask is to review existing data from the wastewater collection system to confirm of basin flow projections. Data to be reviewed includes the following:

- Population and Growth Projections by Land Use Factors
- GIS Data on Transportation Analysis Zones (TAZ) and Sewer Basins and septic tank areas
- Volume Sewer Customer (VSC) flows from master meters.
- Night Flow Data for each Basin
- GARR data
- Wastewater treatment plant flow records
- Water use from Water Billing Data
- SCADA operating data for each pump station for the past year
- USGS and SFWMD rain gage and water table level readings for the past 4-year period
- WASD gauge rain gage and water table gage data
- Collection system information including:
 - Basin locations
 - Basin sizes
 - Basin flow path information

106

- Station pump information
- Number of units
- Constant speed units
- Discharge conditions force gravity
- Volume sewer customer (Large User) flows during past year
- SCADA operating data for each pump station during two year storm events (3 ½ to 5 ½ inches of rain in 24 hours)
- Volume sewer customer flows during 2-year storm events

Population Projections

The purpose of this task is to confirm existing population and growth projections throughout the Department wastewater service area. CH2M HILL will utilize information obtained to consider population for following years: 2015, 2020, 2025, 2030, and 2035.

CH2M HILL will review and validate population projections for the AADF in five year increments and review the results with WASD prior to finalizing the projections.

Deliverable	Schedule
Workshop to review population projection tabulation	30 days after collection of data

Review Per Capita Flows

The purpose of this task is to confirm average wastewater flow per capita, based on total flow and population served. CH2M HILL will review AADF, night flow reports and rainfall records for the past year and evaluate contribution from rainfall to AADF. A base flow and a rainfall infiltration flow will be reviewed. CH2M HILL will coordinate with Water Master Plan consultant's approach used for water per capita projections.

A summary of findings for the Per Capita Flow will be developed and provided to WASD for consideration of potential modifications.

Deliverable	Schedule
Workshop to discuss Per Capita Flow TM	Within 120 days after NTP

Allocation of Flows

The purpose of this task is to review population projections and sewer basins through the year 2035. CH2M HILL will review TAZ maps on the latest GIS sewer basins maps for each of the 1,000 +/- basins. Included are approximately 100 sub-basins of sewer Basin Nos. 1 and 2. A summary of findings will be tabulated for comparison of AADF and hydrographs generated from the Department's SCADA System.

Deliverable	Schedule
Workshop to review AADF tabulation	120 days after NTP

Review of Revised Peak Flow Hydrographs

The purpose of this task is to review and validate previously developed projections and sewer basin information through the year 2035. CH2M HILL will review existing peak flow hydrographs and suggest modifications to revised AADF flows through 2035 for population growth, conservation, and ongoing Inflow/Infiltration reduction efforts. A summary of findings will be tabulated for peak flow hydrographs.

Deliverable	Schedule
Workshop to review hydrographs generated	150 days after NTP

Task 3 – Wastewater Collection and Transmission System (WCTS)

Subtask 3.1 – Force Mains

Validation

This task covers the detailed validation of the existing OOL projects listed in the OOL compliance plan. Validation includes a review of the scope for each project, developing estimates, and developing project durations to be included in the Program Schedule. A workshop will be held to determine the risk assessment and prioritization of each project. This workshop will be performed utilizing a structured decision making process using clear goals and decision criteria as part of a multi-attribute mathematical analysis approach. During this workshop, the measures to evaluate projects will be defined and utilized in a project prioritization model to score each project. Categories for prioritizing projects include:

- **Regulatory or Contractual Compliance.** The project meets existing and anticipated regulations.
- **Risk Reduction.** Impacts to redundancy, threats to life, health and safety, reduced availability, and level of service.
- **Health, Safety, and Security.** The project mitigates, removes, or prevents a hazard.
- **Capacity/System Expansion.** The project improves current capacity, satisfies anticipated future average and peak flow demands, or extends service to future service areas.
- **Financial Impact/Corporate Stewardship.** The project reduces life-cycle O&M costs, improves efficiency, generates revenue, or outside funding sources are available.
- **Environmental Stewardship/Sustainability.** The project promotes energy efficiency, resource conservation, or makes a contribution toward environmental stewardship or sustainability.
- **Customer.** The project addresses customer issues and community impacts.

The result of the scoring process will be an unbiased evaluation and prioritization of existing OOL Compliance capital projects so that limited available capital can be allocated to the projects that will yield the greatest benefit. This process will clearly demonstrate to the public and stakeholders how the planned capital expenditures will accomplish the capital improvement vision and goals.

A future Task Order will update the system-wide CIP validation process, which will require an initial system-wide master planning effort and modeling work to finalize the list of improvements for the wastewater utility. CH2M HILL recommends that program validation be performed on a yearly basis.

Deliverable	Schedule
Workshop to review the risk and prioritize projects	120 days after NTP
Provide evaluation and prioritization of existing OOL Compliance capital projects	30 days after workshop

Data Collection/Gathering

CH2M HILL will conduct a kickoff meeting, followed by desktop data collection effort in order to develop a preliminary list of WCTS projects. CH2M HILL will obtain the data necessary to compile a list of projects from a variety of sources, including: ongoing projects, previously identified projects, and new projects (from staff-provided information, wastewater master planning efforts, and funded initiatives). CH2M HILL will compile the information collected and develop a preliminary project list that will be used in a prioritization effort

(workshops). In preparation for defining project scopes, schedules, and funding needs, CH2M HILL will collect supporting information such as applicable reports, studies, and plans. The following sources may be investigated for supporting documentation:

- Existing planning documents, record drawings, diagrams, and as-built information
- Existing Compliance Plan
- Contract documents and technical specifications
- Permits and regulatory requirements
- O&M manuals
- Design criteria and standards
- Electrical and control system diagrams and studies
- Design documentation for active projects in the evaluation/design/bid phase
- Construction and engineering cost estimates and schedule updates for active projects in the evaluation/design/bid phase
- Latest available information from other departments and agencies

Data Review

CH2M HILL will review and analyze the data collected to develop a preliminary list of potential projects including a technical description of the physical work required for each project.

The review will also include a gap analysis between the OOL Compliance Plan, existing conditions of the existing WTCS, and OOL requirements. The results of the analysis will be documented in a technical memoranda along with any recommendations.

Deliverable	Schedule
Workshop to review and discuss the data collected in addition to the preliminary results of the analysis	45 days after NTP
Develop TM to include project list, gap analysis and present at a workshop.	105 days after workshop

Field Visits

CH2M HILL will conduct detailed field inspections and assessments performed by a team of engineers by discipline. These inspections and assessments will review and update assessments previously provided by other consultants, and utilize information gathered from the previous subtasks to provide a baseline of the current conditions, status, and overall risk of each identified project. This information will be used in the validation process to define and prioritize projects by risk, and OOL requirement milestone schedule.

Deliverable	Schedule
Facility Field Inspection - Daily Reports	3 days after field visit

Schedule/Budget/Cost Estimate

CH2M HILL will utilize the information and data results in the previous subtasks to validate the existing OOL Compliance Plan project list. This task will develop current schedule duration and cost data to be used in the development of the program schedule and program controls system. The intent of this task is to confirm and validate the existing schedule and cost data found in the compliance plan.

Deliverable	Schedule
Updated OOL program schedule	160 days after NTP
Updated program cost data and yearly projected expenditures	160 days after receiving NTP

Subtask 3.2 – Pump Station (PS) Projects

Validation

This task covers the detailed validation of the existing OOL projects listed in the OOL compliance plan. Validation includes a review of the scope for each project, developing estimates, and developing project durations to be included in the Program Schedule. A workshop will be held to determine the risk assessment and prioritization of each project. This workshop will be performed utilizing a structured decision making process using clear goals and decision criteria as part of a multi-attribute mathematical analysis approach. During this workshop, the measures to evaluate projects will be defined and utilized in a project prioritization model to score each project. Categories for prioritizing projects include:

- **Regulatory or Contractual Compliance.** The project meets existing and anticipated regulations.
- **Risk Reduction.** Impacts to redundancy, threats to life, health and safety, reduced availability, and level of service.
- **Health, Safety, and Security.** The project mitigates, removes, or prevents a hazard.
- **Capacity/System Expansion.** The project improves current capacity, satisfies anticipated future average and peak flow demands, or extends service to future service areas.
- **Financial Impact/Corporate Stewardship.** The project reduces life-cycle O&M costs, improves efficiency, generates revenue, or outside funding sources are available.
- **Environmental Stewardship/Sustainability.** The project promotes energy efficiency, resource conservation, or makes a contribution toward environmental stewardship or sustainability.
- **Customer.** The project addresses customer issues and community impacts.

The result of the scoring process will be an unbiased evaluation and prioritization of existing OOL Compliance capital projects so that limited available capital can be allocated to the projects that will yield the greatest benefit. This process will clearly demonstrate to the public and stakeholders how the planned capital expenditures will accomplish the capital improvement vision and goals.

A future Task Order will update the system-wide CIP validation process, which will require an initial system-wide master planning effort and modeling work to finalize the list of improvements for the wastewater utility. CH2M HILL recommends that program validation be performed on a yearly basis.

Deliverable	Schedule
Workshop to review the risk and prioritize projects	120 days after NTP
Provide evaluation and prioritization of existing OOL Compliance capital projects	30 days after workshop

Data Collection/Gathering

CH2M HILL will conduct a kickoff meeting, followed by desktop data collection effort in order to develop a preliminary list of PS projects. CH2M HILL will obtain the data necessary to compile a list of projects from a variety of sources, including: ongoing projects, previously identified projects, and new projects (from staff-provided information, wastewater master planning efforts, and funded initiatives). CH2M HILL will compile

the information collected and develop a preliminary project list that will be used in a prioritization effort (workshops). In preparation for defining project scopes, schedules, and funding needs, CH2M HILL will collect supporting information such as applicable reports, studies, and plans. The following sources may be investigated for supporting documentation:

- Existing planning documents, record drawings, diagrams, and as-built information
- Existing Compliance Plan
- Contract documents and technical specifications
- Permits and regulatory requirements
- O&M manuals
- Design criteria and standards
- Electrical and control system diagrams and studies
- Design documentation for active projects in the evaluation/design/bid phase
- Construction and engineering cost estimates and schedule updates for active projects in the evaluation/design/bid phase
- Latest available information from other departments and agencies

Data Review

CH2M HILL will review and analyze the data collected to develop a preliminary list of potential projects including a technical description of the physical work required for each project.

The review will also include a gap analysis between the OOL Compliance Plan, existing conditions of the existing WTCS, and OOL requirements. The results of the analysis will be documented in a technical memoranda along with any recommendations.

Deliverable	Schedule
Workshop to review and discuss the data collected in addition to the preliminary results of the analysis	45 days after NTP
Develop TM to include project list, gap analysis and present at a workshop.	105 days after receiving NTP

Review, Analyze, and Recommend Projects

The data collected in subtasks above will be reviewed and analyzed to develop a preliminary list of potential projects including a technical description of the physical work required for each project. This project list will be develop based on a hydraulic model analysis.

CH2M HILL will prepare revisions to the existing wastewater collection and transmission system hydraulic model including the network improvements proposed under the Ocean Outfall Legislation Program in the form of a Technical Memorandum. The developed model will represent an incremental "look ahead" that will enable WASD to coordinate ongoing activities in the system. There will be five of these incremental models developed, the first of which will be prepared under this task order

CH2M HILL will submit a Preliminary Project List to WASD staff for review and comment. CH2M HILL will schedule and lead a workshop with WASD staff to verify the project, scope, clarify any questions, and remove any projects that do not meet the criteria for capital improvements. Comments will be incorporated into a Final Project List eligible for prioritization.

After finalizing the list of projects, a workshop will be held to determine the risk assessment and prioritization of projects. This workshop will performed utilizing a structured decision making process using clear goals and

///

decision criteria as part of a multi-attribute mathematical analysis approach. During this workshop, the measures to evaluate projects will be defined and utilized in a project prioritization model to score each project. Categories for prioritizing projects include:

- **Regulatory or Contractual Compliance.** The project meets existing and anticipated regulations.
- **Risk Reduction.** Impacts to redundancy, threats to life, health and safety, reduced availability, and level of service.
- **Health, Safety, and Security.** The project mitigates, removes, or prevents a hazard.
- **Capacity/System Expansion.** The project improves current capacity, satisfies anticipated future average and peak flow demands, or extends service to future service areas.
- **Financial Impact/Corporate Stewardship.** The project reduces life-cycle O&M costs, improves efficiency, generates revenue, or outside funding sources are available.
- **Environmental Stewardship/Sustainability.** The project promotes energy efficiency, resource conservation, or makes a contribution toward environmental stewardship or sustainability.
- **Customer.** The project addresses customer issues and community impacts.

The result of the scoring process is an unbiased evaluation and prioritization of capital projects so that limited available capital can be allocated to the projects that will yield the greatest benefit. This process will clearly demonstrate to the public and stakeholders how the planned capital expenditures will accomplish the capital improvement vision and goals.

A future Task Order will continue this effort to include coordinating projects with the overall system master planning, developing estimates, prioritization, and incorporating projects into the master Program Schedule.

Hydrograph Analysis

The purpose of this task is to review and validate previously developed projections and sewer basin information through the year 2035. CH2M HILL will review existing peak flow hydrographs and suggest modifications to revised AADF flows through 2035 for population growth, conservation, and ongoing Inflow/Infiltration reduction efforts. A summary of findings will be tabulated for peak flow hydrographs.

CH2M HILL will review and validate previously developed data collected and suggest modifications to existing dry-weather and wet-weather hydrographs. The review will include pump station run time and radar rain gauge flows provided by WASD. This information will be validated by CH2M HILL and used to determine the required capacity for pump stations and force mains in the collection and transmission system. Modifications to existing hydrographs data will be performed under separate task order.

Deliverable	Schedule
Workshop – review preliminary hydrographs and supporting data	120 days after NTP
Workshop – review final Hydrographs and final analysis.	14 days after submitting Hydrographs

Review of Sanitary Sewer Evaluation System (SSES)

CH2M HILL will initiate review of available SSES data with respect to infiltration/exfiltration and inflow (IEI). This work will supplement the ongoing WASD IEI Program and be used to identify and assist in the prioritization of collection system projects. Standard IEI benchmarks such as, 5,000 gallons per day (gpd) per inch diameter mile will be used to analyze the SSES conditions.

Validation of Remedial Action Plans

This task covers the detailed validation of the remedial action plans for pumps stations identified in the OOL compliance plan. This task will be done in close coordination with the PSIP and CD programs to avoid any duplication of effort during this validation.

Validation includes a review of the scope for each project, developing estimates, and developing project durations to be included in the Program Schedule. A workshop will be held to determine the risk assessment and prioritization of each project. This workshop will be performed utilizing a structured decision making process using clear goals and decision criteria as part of a multi-attribute mathematical analysis approach. During this workshop, the measures to evaluate projects will be defined and utilized in a project prioritization model to score each project. Categories for prioritizing projects include:

- **Regulatory or Contractual Compliance.** The project meets existing and anticipated regulations.
- **Risk Reduction.** Impacts to redundancy, threats to life, health and safety, reduced availability, and level of service.
- **Health, Safety, and Security.** The project mitigates, removes, or prevents a hazard.
- **Capacity/System Expansion.** The project improves current capacity, satisfies anticipated future average and peak flow demands, or extends service to future service areas.
- **Financial Impact/Corporate Stewardship.** The project reduces life-cycle O&M costs, improves efficiency, generates revenue, or outside funding sources are available.
- **Environmental Stewardship/Sustainability.** The project promotes energy efficiency, resource conservation, or makes a contribution toward environmental stewardship or sustainability.
- **Customer.** The project addresses customer issues and community impacts.

The result of the scoring process will be an unbiased evaluation and prioritization of existing OOL Compliance capital projects so that limited available capital can be allocated to the projects that will yield the greatest benefit. This process will clearly demonstrate to the public and stakeholders how the planned capital expenditures will accomplish the capital improvement vision and goals.

Project Prioritization

A workshop will be held to determine the risk assessment and prioritization of existing OOL Compliance projects. This workshop will be performed utilizing a structured decision making process using clear goals and decision criteria as part of a multi-attribute mathematical analysis approach. During this workshop, the measures to evaluate projects will be defined and utilized in a project prioritization model to score each project. Categories for prioritizing projects include:

- **Regulatory or Contractual Compliance.** The project meets existing and anticipated regulations.
- **Risk Reduction.** Impacts to redundancy, threats to life, health and safety, reduced availability, and level of service.
- **Health, Safety, and Security.** The project mitigates, removes, or prevents a hazard.
- **Capacity/System Expansion.** The project improves current capacity, satisfies anticipated future average and peak flow demands, or extends service to future service areas.
- **Financial Impact/Corporate Stewardship.** The project reduces life-cycle O&M costs, improves efficiency, generates revenue, or outside funding sources are available.
- **Environmental Stewardship/Sustainability.** The project promotes energy efficiency, resource conservation, or makes a contribution toward environmental stewardship or sustainability.
- **Customer.** The project addresses customer issues and community impacts.

The result of the scoring process is an unbiased evaluation and prioritization of capital projects so that limited available capital can be allocated to the projects that will yield the greatest benefit. This process will clearly demonstrate to the public and stakeholders how the planned capital expenditures will accomplish the capital improvement vision and goals.

Schedule/Budget/Cost Estimate

CH2M HILL will utilize the information and data results in the previous subtasks to validate the existing OOL Compliance Plan project list. This task will develop current schedule duration and cost data to be used in the development of the program schedule and program controls system. The intent of this task is to confirm and validate the existing schedule and cost data found in the compliance plan.

Deliverable	Schedule
Updated OOL program schedule	160 days after NTP
Updated program cost data and yearly projected expenditures	160 days after receiving NTP

Subtask 3.3 – OOL Program Master Schedule and Task Schedules

Short Term Activities

CH2M HILL will perform several short term activities in support of this initial task order as they relate to the OOL

Field Visits and Assessments of Critical Pump Stations

CH2M HILL will conduct detailed field inspections and assessments performed by a team of engineers by discipline. These inspections and assessments will review and update assessments previously provided by other consultants, and utilize information gathered from in the previous subtasks to provide a baseline of the current conditions, status, and overall risk of each identified project. This information will be used in the validation process to define and prioritize projects by risk, and OOL requirement milestone schedule.

Deliverable	Schedule
Facility Field Inspection - Daily Reports	3 days after field visit

Develop and Manage the Program Master Schedule and Task Schedules

The current projects will be arranged in sequence of construction and a schedule of activities leading to completion of each project will result. At that point each element of the schedule will be cost loaded (i.e., a cost will be assigned to each element). The scheduling software, Primavera, will then calculate cash expenditure projections and assist CH2M HILL and WASD to identify resources for future planning purposes and to guide other elements of the program delivery planning.

Manage Execution of Work to Meet OOL Requirements

CH2M HILL, as Owner’s Representative, will work closely with WASD to provide program oversight to the wastewater system capital plan projects to facilitate compliance with the OOL requirements. CH2M HILL will provide planning, and program, design, and construction management services for Ocean Outfall Legislation projects and the Wastewater Capital Improvement Plan.

Ocean Outfall Alternatives

CH2M HILL will review and validate the alternatives found in Wastewater System Alternative Matrix, Figure 16 of the Ocean Outfall Compliance Plan. Future task orders may require the development of additional alternatives based on the modeling and the system-wide master planning effort.

Phasing Work to Meet Future Demand Projections

CH2M HILL will review the existing planned WCTS and PS projects and recommend if any projects should be phased to meet future demand projects while maintaining OOL compliance. Additionally, phased work will enable WASD to evaluate alternatives as may be developed during the modeling and system-wide master planning effort.

Updating and Providing Quarterly Updates to the Program Master Schedule

The program master schedule will be a critical element of the overall program delivery strategy and will require quarterly review, annual updating, and re-planning under future task orders.

Task 4 – Initial Validation and Planning for the West District Wastewater Treatment Plant

Subtask 4.1 – Assist in Land Acquisition Issues

CH2M HILL will provide technical assistance and general support to assist in land acquisition issues as requested by WASD. Services may include obtaining easements and acquiring land for construction. Unless otherwise agreed to in the Scope of Services, WASD will obtain, arrange, and pay for all land, easements, rights-of-way, and access necessary for CH2M HILL's Services and/or Program construction.

Subtask 4.2 – Initial Planning for West District WWTP

Developing a BODR for what may likely be the largest plant of its kind in the Americas requires significant planning effort. Due to the size and magnitude of the new plant, environmental concerns, and other factors, careful analysis must be done for hydraulic considerations, flows, water quality, and long-term impacts to the utility, the environment and WASD customers. For the reasons stated above, CH2M HILL proposes the following tasks that will serve as the planning work to support a BODR in a structured and methodical manner. The final BODR will be completed under a future task order.

Hydraulic Modeling

To support the system-wide master planning, CH2M HILL will prepare revisions to the existing wastewater collection and transmission system hydraulic model including the network improvements proposed under the Ocean Outfall Legislation Program in the form of a Technical Memorandum. The developed model will represent an incremental "look ahead" that will enable WASD to coordinate ongoing activities in the system. There will be five of these incremental models developed, the first of which will be prepared under this task order.

CH2M HILL will submit a Preliminary Project List to WASD staff for review and comment. CH2M HILL will schedule and lead a workshop with WASD staff to verify the project, scope, clarify any questions, and remove any projects that do not meet the criteria for capital improvements. Comments will be incorporated into a Final Project List eligible for prioritization.

System-Wide Wastewater Master Planning

CH2M HILL will participate and provide material for the System-Wide Master Planning effort. The purpose of the Master Planning effort is to identify any program gaps or overlap among the planned activities creating deficiencies or duplication. Focus will be given to identify select projects that may proceed while additional planning efforts are completed.

The initial goal of this task is to develop a Capital Improvement strategy that authorizes projects to proceed incrementally while focusing on opportunities or efficiencies that may have financial or temporal advantages to WASD:

CH2M HILL will also meet with other programs (CD, PSIP, R&R, etc.) and operations to begin the preparation and data collection necessary to develop an initial coordinated plan of capital expenditures. This plan will consider both conveyance and treatment plant projects that can be executed independently, with minimal schedule or operational impacts to other projects and programs.

Deliverable	Schedule
Coordination Workshops with CD, PSIP, R&R, etc. and operations	60 days after NTP
Workshop – review draft Technical Memorandum (Immediate Delivery and Investment Plan)	100 days after workshop
Technical Memorandum – Immediate Delivery and Investment Plan	2 week after Workshop
Hydraulic model network and output data.	150 days after NTP

Subtask 4.3 – WDWWT Project Validation and Evaluation

This task covers the detailed validation of the WDWWT using the above initial planning results. Validation includes a review of the scope for the WDWWT project, assessing alternatives, developing estimates, and developing project durations to be included in the Program Schedule. In addition, alternatives will be evaluated that do not include the West Plant for OOL compliance.

A workshop will be held to determine the risk assessment and prioritization of the project. This workshop will be performed utilizing a structured decision making process using clear goals and decision criteria as part of a multi-attribute mathematical analysis approach. During this workshop, the measures to evaluate projects will be defined and utilized in a project prioritization model to score each project.

Categories for prioritizing projects include:

- **Regulatory or Contractual Compliance.** The project meets existing and anticipated regulations.
- **Risk Reduction.** Impacts to redundancy, threats to life, health and safety, reduced availability, and level of service.
- **Health, Safety, and Security.** The project mitigates, removes, or prevents a hazard.
- **Capacity/System Expansion.** The project improves current capacity, satisfies anticipated future average and peak flow demands, or extends service to future service areas.
- **Financial Impact/Corporate Stewardship.** The project reduces life-cycle O&M costs, improves efficiency, generates revenue, or outside funding sources are available.
- **Environmental Stewardship/Sustainability.** The project promotes energy efficiency, resource conservation, or makes a contribution toward environmental stewardship or sustainability.
- **Customer.** The project addresses customer issues and community impacts.

The result of the scoring process will be an unbiased evaluation and prioritization of the WDWWT so that available capital can be allocated to the projects that will yield the greatest benefit. This process will clearly demonstrate to the public and stakeholders how the planned capital expenditures will accomplish the capital improvement vision and goals.

Deliverable	Schedule
Workshop to determine the risk assessments and quantified prioritization for the project.	110 days after NTP
Develop Validated list of OOL Compliance Project with updated, scopes, estimates and duration	14 days after workshop

Workshop – review Validated list of OOL Compliance projects	30 days after validated list is submitted
Validated list of OOL Compliance Project with updated, scopes, estimates and duration	Two week after Workshop
Meeting and Workshop Summaries	Three days after meeting

A draft of the WDWWTTP evaluation report will be presented to WASD in a Workshop to introduce the project elements and concepts. CH2M HILL will meet with WASD to develop the outline and content of the report.

Deliverable	Schedule
Workshop to review and discuss the content of the WDWWTTP Report	20 days after NTP
Develop Final WDWWTTP report and present at a workshop.	150 days after workshop

Subtask 4.4 – Facilitate and Assist in Procurement for Best Construction Delivery Method

In order to avoid duplication, this section is discussed and the level of effort is captured in Subtask 8.4

Task 5 – Construction Management

Subtask 5.1 - Proposed Tasks and Schedule for the First Six Months

Review and utilize WASD Construction Management Manual and integrate the Manual into the Program Management Plan. Perform informal and formal partnering session to facilitate coordination between WASD and other stakeholders.

Key construction managers will utilize this period to familiarize themselves with operations, assist with the establishment of and provide input to the policies and procedures that will govern the Construction Management phase of the program, including but not limited to, constructability reviews, validation, document controls, risk management, establishing change order management strategies, etc.

Deliverable	Schedule
Construction Management section of the Program Management Plan	150 days after NTP

TASK 6 – Program Controls

Subtask 6.1 - Prepare and Maintain WASD OOL Program Schedule

CH2M HILL will review previous Ocean Outfall Alternatives and update the compliance approach. An overall program schedule will be prepared to include all projects based on the existing compliance approach. The program schedule will represent an initial phasing plan to meet future demand projections.

The program baseline schedule will be established after the projects have been identified, validated, and prioritized. For each project, the schedule will contain the following elements of work: Planning, Design, Permitting, Procurement, Construction, and Post-Construction.

Dependencies, controls, and interfaces between projects will be identified and analyzed considering other operational activities, and external projects by other governmental agencies.

The program schedule will be maintained and updated on a quarterly basis.

Subtask 6.2 - Monitor Cost/Cash Flow

CH2M HILL will provide program level cost and trend management services. An "off the shelf" cost management software tool will be deployed and integrated with existing WASD enterprise software. Cost data from consultants and contractors will be tracked. Current estimates of tasks will be updated into the system as they become available and are generated.

CH2M HILL will meet with WASD to develop the work breakdown structure to be used for the life of the program that is aligned with WASD budgeting and accounting requirements and systems.

Provide budget and report services for the various funding sources, and develop cash expenditure projections for each project.

Develop and maintain procedures to forecast project and program costs and advise of budget issues.

Subtask 6.3 - Implement Program Management Information System (PMIS)

The project controls setup in the mobilization phase is the first step in creating the control system under which the program will be managed and the progress thereof will be measured. The initial project control system will provide web-based cost and schedule management, reporting, and document controls. The system will be SharePoint based and integrate with existing enterprise WASD systems.

An OOL portal will be developed that will allow for controlled document access. The PMIS will be capable and implement earned value approach to managing projects. The PMIS will be presented to WASD for endorsement. CH2M HILL understands that a program portal has been successfully developed under the PSIP program. CH2M HILL will work closely with the PSIP team to leverage the portal that is already in place for the Outfall program.

Electronic Central OOL Program document library

The PMT will to operate a paperless document control system. Documents and correspondence will be stored electronically and cataloged using existing WASD document management software (Proliance).

To facilitate access to Proliance, CH2M HILL will purchase the appropriate licenses for program staff. CH2M HILL will evaluate if a standalone Proliance enterprise system is compatible and will interface with WASD's current version.

Maintain files of all Master Plan Program documentation in an integrated, accessible electronic format with hard copy, electronic format to be stored in a retrievable system.

Maintain status logs of project and program documents such as contractor Requests for Information, submittals, substitution requests, etc.

Assess current computerized document control/reporting systems and recommend upgrades or replacement to support implementation plan and record keeping.

Develop and maintain systems for the efficient distribution of project documents to subcontractors, sub-consultants, agencies, departments, and other stakeholders as directed.

Assist WASD in the Development and Management of a Public Website

The program will generate various plans, schedules, estimates, reports, photographs, forecasts, and technical data which will need to be shared among various stakeholders through a program web site. This information will also be available in various levels of detail to the public, city officials or the program participants.

CH2M HILL will work with WASD to develop the content, access restrictions, and various dashboards for the program website, and create the architecture of the web site. Posting of information and maintenance of the web site throughout the program will be included in a future task order.

Subtask 6.4 – Develop a Master Program Cost Model

CH2M HILL will develop an overall Master Program Cost Model to include all projects associated with force mains, pump stations, reuse facilities and wastewater treatment plants.

The Cost Model will generally delineate and define anticipated project cost elements such as funding sources, program costs, soft costs, hard costs, and spent-to-date data.

Task 7 - Community Involvement

Subtask 7.1 - Public Outreach Plan

WASD recognizes that the success of an OOL Program is dependent upon an effective public outreach effort. An essential element of the program is to maintain public understanding of the need, benefits, and requirements of the OOL Program. As such, the WASD is committed to conducting a proactive public outreach program plan that focuses on educating and engaging the public in the planning, design and construction of the OOL Program and the individual projects that comprise it.

The tasks included in this section will be done working within the current WASD CIP Outreach Team. We understand that our proposed tasks will need to work within the established framework and require close coordination with the CD PM/CM and PSIP programs.

The Public Outreach Plan frames how the community will be involved throughout the delivery of the OOL Program. It is a dynamic document that will be updated to capture and memorialize changing conditions. Activities that comprise the overall communications plan information gathering include developing program need statement, developing key messages, materials/publications and websites, identifying stakeholders, agency coordination, media relations. The plan has two distinct components:

- 1) Overall Public Outreach Program Plan;
- 2) Public Outreach Plan for construction projects and select design projects

Information Gathering

Completing critical research and data collection is a crucial key element for the success of the OOL communication program. This task involves collecting internal WASD information and stakeholder and communication information related to key stakeholders. The information collected will be used to frame the specific outreach tasks and methods to effectively communicate with interested persons. As part of this task, we will be coordinating closely with the WASD to gather information about OOL upcoming projects and to determine what plans and materials will be needed to be developed to facilitate communication between the appropriate stakeholders. We also will be using industry wide methods as well as bring successful lessons learned from other programs.

During this phase, we will also start developing databases of stakeholders including residents, businesses, homeowners groups and business organizations, stakeholder agencies and elected official contacts.

Plan and Materials Development

The OOL program is a comprehensive program that has far-reaching environmental, water resource and community benefits with many interested stakeholders. Outreach activities to engage stakeholders may include: Kick-off Letters, informational newsletters/fact sheets, public information Meetings, flyers, news releases, public notices, public announcements, and websites.

Subtask 7.2 - Local Construction Involvement

Approximately \$3B of the OOL Program's \$3.3B cost will be spent on Construction making it one of the biggest economic engines in South Florida. A key element of outreach involves economic development. Large-scale programs like WASD's OOL CIP program represent an outstanding opportunity to enhance the economic vitality of businesses within the region. In fact, the Water Works Rebuilding Infrastructure Creating Jobs report

estimates that every \$1 billion invested in infrastructure improvements results in the development of 10,000 direct jobs.

Small Business Enterprise (SBE) Involvement

SBE Construction Firms

To ensure that the program meets the OOL Program requirements while maximizing the participation of local businesses, we have developed an approach, based on our previous similar, successful programs. This program will promote awareness and increase program opportunities for SBE construction firms and other local businesses, increase the participation of local businesses across all service areas and phases of the program, and maximize learning opportunities for local firms through an intensive, targeted, technology transfer program.

SBE Architect/Engineering Firms

To ensure that the program meets the OOL Program requirements while maximizing the participation of local businesses, we have developed an approach, based on our previous similar, successful programs. This program will promote awareness and increase program opportunities for SBE Architect/Engineering Firms and other local businesses, increase the participation of local businesses across all service areas and phases of the program, and maximize learning opportunities for local firms through an intensive, targeted, technology transfer program. As part of the OOL program, our Team will:

- Develop and implement a series of events, workshops and job fairs, training sessions to provide guidance to residents and local businesses on how to do business with Miami Dade County
- Monitor and report on CBE utilization, and assist with monitoring community workforce participation to develop diverse workforce and to help identify local employment.
- Develop tactics to help job seekers.
- Assist small businesses with Bid packages and reducing barriers to getting work

Local Community Workforce & Trade Contractor Involvement

Working together with WASD, and our OOL program management program management team, which includes the Miami-Dade Chamber of Commerce, will develop and implement a workforce development plan that keeps the local workforce public informed and engaged in program opportunities, promoting a meaningful economic return to local businesses while also improving the quality of life in Miami-Dade County.

We will be advertising business fairs and workshops for all of the projects being performed as a result of Miami-Dade's program. Potential County participants in the business fair include purchasing/ procurement, permitting, planning/development, and the public works department. The Latin Builders Association will also be engaged to inform their members to participate and engage in all of the upcoming business fairs and workshops. The following activities will be performed for the business fairs and workshops in conjunction with the Miami-Dade Chamber and the Latin Builders Association, and coordinating with the Small Business Development Center Miami-Dade and U.S. Small Business Administration, and Hispanic and Black architecture engineering groups:

- Develop and participate in trade fairs for local employment so that they provide targeted employment specific to the needed trade and service area.
- Develop and coordinate public outreach workshops that provide interested firms and vendors an opportunity to become educated about the projects and to provide small businesses networking opportunities.

Task 8 – Program Management

Subtask 8.1 - Establish Program Management Office (PMO)

Mobilization includes a series of work items including creating a PMO to house the combined team and the technical and support systems required for operation. Project control systems will be secured and installed on the program hardware to manage scope, cost and schedule for the program.

CH2M HILL will advise and provide strategic day-to-day oversight and direction to the Ocean Outfall Legislation Capital Improvement Program.

Subtask 8.2 - Staff Integration Plan

CH2M HILL will develop a draft staff integration plan for review with WASD in a workshop environment. The plan will include the following areas as they relate to staff integration and the interactions of the Program Team:

- Organizational Governance
- Management Controls
- Strategic Planning
- Stakeholder Management
- Communications
- Assurance
- Program Controls,
- Scope and Change Management
- Opportunity and Risk Management

The Integration Plan will begin with this task and efforts will continue throughout the life of the program. After the integration plan is approved, CH2M HILL will incorporate the plan into the Program Schedule.

Deliverable	Schedule
Workshop – present draft Integration Plan	Within 30 days of NTP
Final Integration Plan	14 days after workshop.

Subtask 8.3 – Prepare Basis of Design Reports

In order to avoid duplication, the preliminary work is discussed in other areas of this task order.

Subtask 8.4 - Provide Recommendation for Best Construction Delivery Method

CH2M HILL will be reviewing the project lists to identify opportunities to accelerate project schedules through alternative delivery strategies such as Design-Build (DB), Construction Management at Risk (CMAR), Design-Bid-Build (DBB), Public Private Partnership (PPP), etc. CH2M HILL will assist WASD with Pre-Qualification of consultants and contractors and identification/assistance with long lead pre-purchase items

CH2M HILL will develop a Procurement Plan and assisting WASD with developing a framework to identify milestones when a project should be evaluated for alternative delivery. Alternative delivery is assumed to mean Construction Management at Risk (CMAR), Design-Build (DB), Design-Build-Operate (DBO), etc. CH2M HILL will review the project schedules to assure that the required procurement durations are taken into consideration. If the project schedules cannot comply with the procurement management procedures AND meet their completion deadlines, modifications to the procurement procedure will be recommended.

ATTACHMENT B

Miami-Dade County Water and Sewer Department Proposed Schedule for First Task Order

Activity ID	Activity Name	Start	Finish	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
A1000	Notice to Proceed	01/10/14										
Subtask 1.1 - Prepare Preliminary Deep Injection Well Plan												
A1080	Prepare Preliminary Deep Injection Well Plan	90/10/14	12/29/14									
A1090	Meetings with Regulatory Agencies (When Instructed by WASD) and Develops Required Materials	30/12/30/14	1/28/15									
Subtask 1.2 - Preparation of Required Reports												
A1020	Preparation of Required Reports for OOL Program to be submitted to FDEP or Other Regulatory Authority	178/10/14	3/27/15									
A1070	Coordinate with CD, PSP, R&R and other WW Consultants	60/10/14	1/12/14									
A1080	Develop Comprehensive Report Schedule	90/11/30/14	2/27/15									
Subtask 1.3 - Develop Preliminary Plan to Meet OOL Requirements												
A1030	Develop TM (Preliminary Plan to Meet OOL Requirements)	60/10/14	1/29/14									
A1090	Schedule Workshop	30/11/30/14	1/29/14									
A1100	Finalize TM	30/12/30/14	1/28/15									
Subtask 1.5 - Develop Recommendations for Modification to the Reuse Provisions of the OOL												
A1050	Schedule Workshop to Discuss Reuse Options	45/10/14	1/14/14									
A1110	Develop TM (Reuse Provision Modification Recommendation)	30/11/15/14	2/14/14									
A1120	Schedule Workshop to Discuss TM	30/12/15/14	1/13/15									
A1130	Submit Final TM	14/11/4/15	1/27/15									
Subtask 2.1 - Requirements and Improvements to Cost-Effectively Fulfill OOL Requirements												
B1010	Schedule Workshop	90/10/14	1/29/14									
B1140	Develop TM (Preliminary Project List)	30/12/30/14	1/28/15									
B1150	Schedule Workshop to Discuss TM	14/12/8/15	2/11/15									
B1160	Submit Final TM	45/2/12/15	3/28/15									
Subtask 2.2 - Validation												
B1020	Schedule Workshop for Risk Assessment and Prioritization	120/10/14	1/29/15									
B1170	Develop Validated List of Projects	30/12/30/15	2/27/15									
B1180	Schedule Workshop to Review Validated List	30/2/20/15	3/29/15									
B1190	Submit Final Validated List	30/3/30/15	4/29/15									
Subtask 2.3 - Proposal Tasks and Schedule												
B1030	Proposal Tasks and Schedule	178/10/14	3/27/15									
Subtask 2.4 - WWTP Design Management Kickoff Meetings												
B1040	WWTP Design Management Kickoff Meetings	178/10/14	3/27/15									
Subtask 2.5 - Design Management Plan (DMP)												
B1050	Schedule Workshop to Discuss Elements of DMP	45/10/14	1/14/14									
B1200	Develop Design Management Plan	103/11/15/14	2/27/15									
Subtask 2.6 - Review Existing Information and Perform Initial Site Visit												
B1060	Review Existing Information and Perform Initial Site Visit	178/10/14	3/27/15									
Subtask 2.7 - Perform Field Inspections and Assessments												
B1070	Perform Field Inspections and Assessments	178/10/14	3/27/15									
Subtask 2.8 - Data Compilation and WWTP Project Work Plan												
B1080	Schedule Workshop to Discuss Elements of DMP	45/10/14	1/14/14									
B1210	Develop WWTP Project Work Plan	103/11/15/14	2/27/15									
Subtask 2.9 - Preliminary Engineering Report												
B1090	Initial Workshop to Discuss Content	30/10/14	10/30/14									
B1220	Schedule Workshop to Discuss Preliminary Engineering Report	150/10/31/14	3/29/15									
Subtask 2.10 - Facility Hardening												
B1100	Schedule Initial Workshop to Discuss Design Criteria	21/10/14	10/24/14									
B1110	TM on SLR Projections	60/10/14	1/29/14									
B1230	TM on Rainfall IDF Projections	90/10/14	1/29/14									

Activity ID	Activity Name	2014												2015											
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
B1240	TM on Wind Projections																								
B1250	TM on Surge Modeling																								
B1260	Workshop to Discuss Facility Hardening Design Criteria																								
B1270	Schedule Workshop to Review Inventory of Critical Assets																								
B1280	Develop Draft TM on Risk Scoring and Prioritization																								
B1290	Schedule Workshop to Discuss TM																								
B1300	Schedule Workshop to Discuss Existing Standards and Details																								
B1310	Schedule Workshop to Discuss TM																								
B1320	Coordinate with CD, PSIP, R&R and other WW Consultants																								
B1330	Develop TM																								
B1340	Schedule Workshop to Discuss TM																								
B1350	Schedule Workshop to Discuss TM																								
Task 3.1 - Review of Plans and Specifications																									
Subtask 3.1 - Force Mains																									
C1000	Workshop to Review Risks and Prioritization																								
C1020	Data Collection/Gathering																								
C1030	Schedule Workshop to Discuss Data Collected																								
C1210	Field Visits																								
C1220	Update OOL Program Schedule																								
C1230	Update Program Cost Data																								
C1040	Schedule Workshop to Discuss TM (Project List and GAP Analysis)																								
C1050	Develop TM (Project List and GAP Analysis)																								
C1010	Provide Evaluation and Prioritization of OOL Projects																								
Subtask 3.2 - Pump Station Projects																									
C1240	Workshop to Review Risks and Prioritization																								
C1260	Data Collection/Gathering																								
C1280	Schedule Workshop to Discuss Data Collected																								
C1270	Field Visits																								
C1290	Update OOL Program Schedule																								
C1300	Update Program Cost Data																								
C1310	Schedule Workshop to Discuss TM (Project List and GAP Analysis)																								
C1320	Develop TM (Project List and GAP Analysis)																								
C1330	Provide Evaluation and Prioritization of OOL Projects																								
Subtask 3.3 - OOL Program Master Schedule and Task Schedules																									
C1150	Develop TM (Design Standards and Details)																								
C1160	Field Visits and Assessments of Critical Pump Stations																								
Task 4.1 - Assist in Land Acquisition Issues																									
D1000	Assist in Land Acquisition Issues																								
D1010	Project Validation and Evaluation																								
D1080	Schedule Workshop to Determine Risk Assessment																								
D1090	Develop Validated List of OOL Compliance Projects																								
D1100	Schedule Workshop to Review Validated List of OOL Compliance Projects																								
D1110	Update Validated List of OOL Compliance Projects																								
D1120	Meeting and Workshop Summaries																								
D1020	Proposal Tasks and Schedule																								
D1030	Preliminary Engineering Report																								
D1040	Workshop to Discuss Content of Preliminary Engineering Report																								
D1050	Schedule Workshop to Discuss Preliminary Engineering Report																								
D1060	WDWWTP Design Management Kickoff Meetings																								

The Procurement Plan will also contain a decision framework for determining whether or not a given project should be delivered using alternative delivery, and if so, which type of alternative delivery is most suitable. The Procurement Plan, once accepted, will become part of the Program Management Plan.

The framework will define the following:

- Point or points in the stage gate process where a decision related to alternative delivery should be made;
- Factors and risks that should be considered;
- Information needed in advance of making the decisions; and
- People who should be involved in making the decision.

Deliverable	Schedule
Workshop to review and discuss the elements of the Design Management Plan	45 days after NTP
Develop Design Management Plan, and present at a workshop. CH2M HILL to incorporate comments under a separate task order	115 days after the workshop

Subtask 8.5 – Evaluate And Reconcile Scope and Other Technical Aspects and/or Conflicts with the Consent Decree Requirements

CH2M HILL will evaluate and reconcile scope and other technical aspects and/or conflicts with the Consent Decree requirements.

CH2M Hill will review and summarize the program elements of both the current WASD Consent Decree and the WASD Ocean Outfall Compliance Plan to determine where any overlap in scope and/or technical conflict is present and identify the degree to which the proposed work is duplicated. Similarly, any scope gaps will be identified as part of this task. An analysis will be performed to determine the most appropriate method to execute the revised scopes to eliminate the potential overlap/gap. A list of proposed scope modification recommendations will be provided for consideration by WASD. This task will be performed with a focus on taking advantage of opportunities to reconfigure projects and efficiently allocate capital. Technical opportunities will also be considered to update processes and provide long-term value to WASD. This work will be performed in concert with the Consent Decree PM and WASD staff.

Deliverable	Schedule
Workshop to discuss proposed scope modification recommendations	Within 90 days of NTP
Technical Memorandum – Proposed Scope Modification Recommendations	60 days after workshop

Subtask 8.6 – Document WASD Processes and Procedures

Documenting WASD Processes and Procedures will be covered in Subtask 8.9

Subtask 8.7 - Quarterly Report Template

CH2M HILL will coordinate with WASD to develop and establish a program reporting format including developing appropriate level reporting suitable for distribution to different management levels as well as the Public. These reports will be provided monthly, quarterly, annually, or at other frequencies to be determined.

Subtask 8.8 - Cost Estimating Standards/Guidelines

Establish standards and guidelines for cost-estimating. CH2M HILL will work with WASD's staff to confirm that all project cost estimates meet acceptable uniform standards.

Subtask 8.9 - Program Management Plan (PMP)

CH2M HILL will prepare, customize and maintain in concert with WASD staff, a Program Management Plan (PMP). The PMP will be used by the Program Team, which may also include stakeholders, and various consultants assisting WASD. The PMP is a dynamic document that will incorporate various elements as needed: operating rules, processes, and procedures to be used in implementing the OOL Program.

The Program Management Plan is intended to become the one source of information to guide the program team through the various project delivery phases in a consistent and efficient manner. The PMP will also document processes and procedures, including WASD, and will serve as the depository for various deliverables, such as the Procurement Plan, Safety Plan, Risk Management Plan, and the Public Outreach Program Plan.

The document will be maintained in the SharePoint site in electronic format.

The following sections will be developed under this task order. Other sections will be developed in future task orders:

Section	Description
Program Scope and Goals	Mission, goals, and success factors
Program Constraints	Identification of potential constraints in achieving goals
Performance Metrics	Defines how Program success will be measured
Program Organization	Provides the internal and external organization, staffing plan, functional roles and responsibilities
Project Controls	Defines scheduling, budgeting, and cost estimating standards and plans, reporting requirements, change management procedures, and document management procedures
Quality Assurance and Quality Control	Outlines the procedures and processes for quality assurance and quality control.
Preliminary Plan to Meet Ocean Outfall Legislation Requirements	Incorporates the Plan developed in Subtask 1.3.
Health, Safety, Security, and Environmental Plan For CH2M HILL and sub-consultants.	Incorporates the plan developed in Subtask 8.14
Risk Management Plan	Incorporates the plan developed in Subtask 8.13
Public Outreach Plan	Incorporates the plan developed in Subtask 7.1

CH2M HILL will submit a draft Program Management Plan to WASD staff for review and comment. CH2M HILL will schedule and lead a workshop to discuss the review comments and clarify any questions. Comments will be incorporated into the final Program Management Plan and submitted to WASD.

Deliverable	Schedule
Draft Program Management Plan	120 days after NTP
Workshop – review draft Program Management Plan	One week after submittal of draft Program Management Plan.

Subtask 8.10 – Program Procedure Manuals

Program procedures will be covered in Subtask 8.9.

Subtask 8.11 – Document Controls Library

Document Controls Library will be covered in Subtask 6.3

Subtask 8.12 – Document Information Management System

Document Information Management System will be covered in Subtask 6.3

Subtask 8.13 - Risk Management Program

CH2M HILL will lead a Risk Management workshop with WASD within the first 100 days of the program to identify and screen potential risk and opportunity events. The Risk Management Plan will be used and reviewed on a monthly basis at formal meeting to track implementation of mitigating actions and strategies and to update the plan if conditions change throughout the life of the program.

The Risk Management Plan will include the following elements:

- Risk Category
- Unique ID Number
- Proposed mitigating action
- Intended Outcome
- Risk to be Mitigated
- Impacts, Chance, and Risk Rankings

Status reports of the Risk Management Plan will be provided to WASD on a periodic basis not to exceed every 3 months.

Subtask 8.14 - Safety Program

CH2M HILL will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. A Safety Plan will be developed that will provide detailed safety instructions to CH2M HILL staff and sub-consultants.

Deliverable	Schedule
Draft Safety Plan	14 days after Notice to proceed
Final Safety Plan	30 days after WASD comments are received

Project Assumptions

1. Regarding data collection, it is assumed CH2M HILL will receive requested data from WASD prior to the data collection meeting and with sufficient time for review so that any gaps can be identified before this meeting.
2. Unless otherwise noted, it is assumed CH2M HILL will receive consolidated review comments from WASD on all deliverables within two weeks following delivery.
3. WASD will provide available survey data, record drawings, and historical information as required.
4. CH2M HILL is only responsible for the safety of its employees, not for the employee's safety of any third party contractors.
5. The presence or duties of CH2M HILL's personnel at a construction site, do not make CH2M HILL's personnel responsible for those duties that belong to WASD and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques,

sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

6. CH2M HILL's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or others.
7. WASD will provide available record drawings, maintenance records, discharge agreements with other entities and historical information as required.
8. Number of modeling scenarios for facility hardening are as specified, including 2 GHG scenarios, 2 GCM scenarios (median and high), 12 surge scenarios for MIKE 21, and 2 surge scenarios for ISIS-FAST.
9. CH2M HILL will provide up to 48 modeling runs for the Collection System Task 2
10. WASD will provide an asset inventory of the collection system.
11. GARR data, existing hydrographs and model will be provide by WASD.

Exclusions

1. Payment of environmental mitigation services.
2. Permit fees or any others fees not included in this proposal.
3. Creation of records/GIS/Database or any kind of records unless agreed upon and authorized with WASD under a separate scope of services.
4. Legal, testing, and land use/ zoning/platting services.
5. Notwithstanding anything in the Agreement to the contrary, the parties recognize and support the integrated nature of the project team in the performance and delivery of the Program Services. This Agreement and particularly the contractual risk allocation and liability provisions shall be interpreted and applied, and the professional accountability determined in such a manner that the integrated nature, shared control of the service performance, and joint decision making roles of the parties and CH2M HILL's role as agent for WASD shall be given due and full consideration.
6. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, CH2M HILL has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, CH2M HILL makes no warranty that WASD's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CH2MHILL opinions/analyses/projections/estimates.
7. All reports, drawings, specifications, documents, and other deliverables of CH2M HILL, whether in hard copy or in electronic form, are instruments of service for this Project. Any unauthorized reuse, change, or alteration of the Project documents, shall be at WASD's risk.

Schedule and Compensation

The period for delivery of services defined in this Task Authorization is delineated in the attached 11x17 Primavera Gantt chart. CH2M HILL will commence services upon receipt of the written Notice to Proceed from WASD. Completion of the scope proposed under this task order is estimated to be 180 calendar days from Notice to Proceed. Unless otherwise noted, all durations shown in Task/Subtask deliverable schedules in this Task Authorization are in calendar days. The Compensation for these tasks will be on a time and materials basis with the exception of Task 6 which will be on a lump sum basis.

Activity ID	Activity Name	2014												2015											
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
D1040	WDAWTP Design Management Kickoff Meetings																								
Subtask 4.6 - Prepare Basis of Design Reports																									
D1050	Coordinate with CD, PSR, R&R and other WW Consultants																								
D1150	Provide Hydraulic Model Network and Output Data																								
D1190	Workshop to Discuss TM (Immediate Delivery Investment Plan)																								
D1400	Submit TM (Immediate Delivery and Investment Plan)																								
Subtask 4.7 - Design Management Plan (DMP)																									
D1060	Workshop to Discuss Elements of Design Management Plan																								
D1180	Schedule Workshop to Discuss DMP																								
E1000	Conduct Workshop to Review Construction Management Manual																								
E1010	Update Draft Construction Manual																								
Subtask 6.1 - Prepare and Maintain WSD OOL Program Schedule																									
F1000	Prepare and Maintain WSD OOL Program Schedule																								
F1010	Monitor Cost/Cash Flow																								
Subtask 6.3 - Implement Program Management Information System																									
F1020	Electronic Central OOL Program Document Library																								
F1030	Assist WSD in the Development and Management of a Public Website																								
Subtask 6.4 - Develop a Master Program Cost Model																									
F1040	Develop a Master Program Cost Model																								
Subtask 7.1 - Public Outreach Plan																									
G1000	Information Gathering Phase																								
G1010	Plan & Materials Development Phase																								
G1030	Small Business Enterprise (SBE) Involvement - SBE Construction Firms																								
G1040	Small Business Enterprise (SBE) Involvement - SBE Architect/Engineering Firms																								
G1050	Local Community Workforce & Trade Contractor Involvement																								
Subtask 8.1 - Establish PMO																									
H1000	Establish PMO																								
Subtask 8.2 - Staff Integration Plan																									
H1010	Schedule Workshop to Discuss Draft Integration Plan																								
H1450	Submit Final Integration Plan																								
Subtask 8.3 - Prepare Basis of Design Reports																									
H1020	Prepare Basis of Design Reports																								
H1030	Workshop to Discuss Elements of DMP																								
H1480	Schedule Workshop to Discuss DMP																								
Subtask 8.5 - Evaluate and Reconcile Scope and Other Technical Aspects for CD Conflicts																									
H1040	Evaluate and Reconcile Scope and Other Technical Aspects for CD Conflicts																								
Subtask 8.6 - Document WSD Processes/Procedures																									
H1050	Document WSD Processes/Procedures																								
H1060	Quarterly Report Template																								
Subtask 8.8 - Cost Estimating Standards/Guidelines																									
H1070	Cost Estimating Standards/Guidelines																								
Subtask 8.9 - Program Management Plan																									

Letter of Agreement (LOA)

Community Business Enterprise Program



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

From: CH2M HILL, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-11, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/B) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Nova Consulting, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Nova Consulting, Inc.	1745	6/30/2014	6.01, 6.02, 6.03, 17.00	8%

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

Matt Alvarez, PE, VP/Florida Operations Manager
6/16/14
Proposer's / Design Builder Signature
Proposer's / Design-Builder's Name/Title (Print)
(Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

06/05/2014
CBE Subconsultant's Signature
Date

Maria J. Molina, P.E.
President
CBE Subconsultant Name (Print)
Title

Nova Consulting, Inc.
Name of CBE-A/E Firm



Letter of Agreement (LOA)
Community Business Enterprise Program

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

From: CH2M HILL, Inc.

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-11, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract.

*Name of Proposed CBE-A/E Firm: GCES Engineering Services, LLC

Table with 5 columns: Name of Certified CBE-A/E, CBE-A/E Certification No., CBE-A/E Certification Exp., Type of Work to be Performed, Percentage Amount of Design Fee. Row 1: GCES Engineering Services, LLC, 15279, 04/30/2016, 9.01, 9.02, 9.04, 0.2%

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

Proposer's / Design Builder Signature: [Signature] Matt Alvarez, PE, VP/Florida Operations Manager 6/16/14 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

BE Subconsultant Signature: [Signature] Date: 6/9/14

BE Subconsultant Name (Print): CESARDO R. MONTANO Title: PRESIDENT/CEO

Name of CBE-A/E Firm: GCES ENGINEERING SERVICES Title

Letter of Agreement (LOA)

Community Business Enterprise Program



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

From: CH2M HILL, Inc.

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-11, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/B) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Hadonne Corp.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Hadonne Corp.	9465	06/30/2017	15.01	0.2%

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

[Signature]
Proposer's / Design Builder Signature

Matt Alvarez, PE, VP/Florida Operations Manager
Proposer's / Design-Builder's Name/Title (Print)

6/16/14
(Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead A/E Firm Signature

Lead A/E Firm Name/Title (Print)

(Date)

THIS SECTION MUST BE COMPLETED BY THE CBE(SUB)CONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

[Signature]
CBE Subconsultant Signature

6/10/14
Date

Abraham Hadad
CBE Subconsultant Name (Print)

President
Title

Name of CBE-A/E Firm

Title

Letter of Agreement (LOA)

Community Business Enterprise Program



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

From: CH2M HILL, Inc.

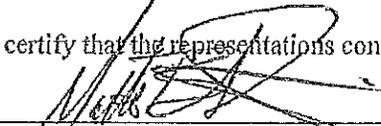
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-11, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Vital Engineering, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Vital Engineering, Inc.	2472	02/28/2017	13.00, 17.00	0.2%

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


Proposer's / Design Builder Signature

Matt Alvarez, PE, VP/Florida Operations Manager
Proposer's / Design-Builder's Name/Title (Print)

6/16/14
(Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead A/E Firm Signature

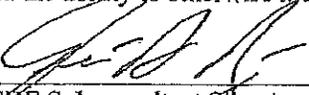
Lead A/E Firm Name/Title (Print)

(Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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


CBE Subconsultant Signature

06/10/2014
Date

OSE A. RAMIREZ
CBE Subconsultant Name (Print)

PRESIDENT
Title

VITAL ENGINEERING, INC.
Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program



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

From: CH2M HILL

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E13-WASD-11, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Millan Swain & Associates, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Millan, Swain & Associates, Inc.	1670	01/31/2015	6.03, 10.05, 16.00	4%

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

Matt Alvarez, PE, VP/Florida Operations Manager
6/16/14
 Proposer's / Design Builder Signature Proposer's / Design-Builder's Name/Title (Print) (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

6/9/14
 CBE Subconsultant Signature Date

Arsenio Millan, P.E. President
 CBE Subconsultant Name (Print) Title

Millan Swain & Associates, Inc.
 Name of CBE-A/E Firm

ATTACHMENT C



CH2MHILL

CH2M HILL
3150 SW 38th Ave
Suite 700
Miami, FL
33146
TEL 305.443.6401
FAX 305.443.8856

September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the State of Florida's
Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Greg McIntyre	Principal	\$192.31	Principal	\$130.00
Aidhean Camson	Technical Expert	\$89.02	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Allen Davis	Technical Staff	\$48.22	Non-registered Technical Staff	\$60.00
Dan Reynolds	Technical Expert	\$132.51	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Darrell Moseley	Program Controls Specialist	\$62.89	Project Manager and Registered Technical Staff	\$75.00
Dave Green	Quality Management - Finance	\$68.37	Project Manager and Registered Technical Staff	\$75.00
Didier Menard	Public Outreach Liaison	\$72.16	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Evelio Agustin	Program Manager	\$97.15	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Farhan Shaikh	GIS Specialist	\$63.55	Project Manager and Registered Technical Staff	\$75.00
Gerrit Bulman	Technical Expert	\$50.64	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Glen Daigger	Technical Expert	\$121.76	Expert Engineer, Scientist, and Senior Project Manager	\$80.00

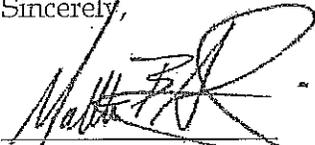
Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Gordon Garner	Regulatory Compliance Manager	\$125.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Jay Chan	Program Controls Specialist	\$49.60	Non-registered Technical Staff	\$60.00
Jeff Lehnen	Technical Expert	\$70.82	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Joe Elarde	Technical Expert	\$68.46	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Joseph Simbolick	Construction Manager	\$68.59	Project Manager and Registered Technical Staff	\$75.00
Josh Boltz	Technical Expert	\$54.96	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Juan Aceituno	Senior Project Manager	\$71.01	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Julian Sandino	Technical Expert	\$99.04	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Karen Johnson	Regulatory Compliance Specialist	\$44.42	Non-registered Technical Staff	\$60.00
Katus Watson	Construction Manager	\$94.41	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Kylie Camson	Program Controls Specialist	\$73.89	Project Manager and Registered Technical Staff	\$75.00
Lanetra Ford	Document Controls Supervisor	\$65.22	Project Manager and Registered Technical Staff	\$75.00
Laurens Van der Tak	Risk Management	\$90.36	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Luis Rioseco	Program Controls Manager	\$73.16	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Mark Chrzanowski	Professional Engineer	\$69.20	Project Manager and Registered Technical Staff	\$75.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Matt Alvarez	Director	\$91.81	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Nannette Woods	Quality Management	\$88.67	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Pete Bredehoeft	Cost Estimator	\$78.13	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Ralph Myers	Construction Manager	\$78.63	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Randy Boe	Technical Expert	\$65.74	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Randy Hoffman	Program Construction Manager	\$88.57	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Reggie Rowe	Technical Expert	\$74.40	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Rick Morales	Senior Project Manager	\$72.21	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Rod Brauer	Risk Management	\$109.09	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Ron Mattingly	Construction Manager	\$62.93	Project Manager and Registered Technical Staff	\$75.00
Scott Williams	Technical Expert	\$72.31	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Steve Gong	Risk Management	\$70.48	Project Manager and Registered Technical Staff	\$75.00
Susan Moisiso	Technical Expert	\$69.10	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Terry Duffy	Construction Manager	\$74.46	Project Manager and Registered Technical Staff	\$75.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Tim Dodge	Professional Engineer	\$51.81	Project Manager and Registered Technical Staff	\$75.00
Tom Waldeck	Program Design Manager	\$93.71	Expert Engineer, Scientist, and Senior Project Manager	\$80.00

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

Sincerely,



Matthew B. Alvarez, P.E.
Vice President
Florida Operations

HAZEN AND SAWYER

Environmental Engineers & Scientists

4000 Hollywood Boulevard
Suite 750N
Hollywood, FL 33021

954 987-0066
hazenandsawyer.com

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the State of Florida's
Ocean Outfall Legislation and Miami-Dade County's Wastewater System

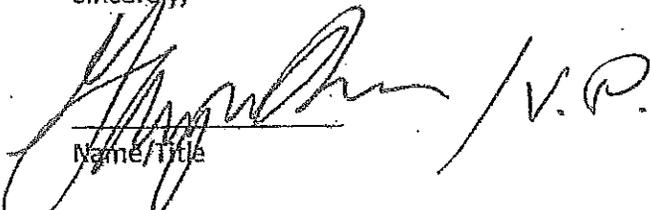
1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Peter Robinson, PE	Senior Project Manager – Value Engineering	\$56.55	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
James Cowgill, PE	Technical Expert – Wastewater System Planning	\$78.70	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Patrick Davis, PE	Technical Expert – Technical Advisor	\$81.68	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Albert Muniz, PE	Technical Expert – Effluent Disposal	\$78.61	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Paul Pitt, PhD, PE	Technical Expert – Treatment/Process	\$93.80	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Phillip Cooke, PE	Technical Expert – Reuse Evaluation	\$67.31	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Ethan Heijn, PE	Technical Expert – Transmission	\$62.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
John Hoffman, PE	Construction Program Manager	\$77.81	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Grace Johns, PhD	Quality Management - Finance	\$65.24	Project Manager and Registered Technical Staff	\$75.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Christopher Kish, PE	Technical Expert – Pump Stations	\$60.62	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Jayson Page, PE	Technical Expert – Wastewater Planning/BODR	\$63.37	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Humberto Vidal, PE	Deputy Program Manager	\$74.28	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Tiezheng Wang, PhD, PE	Technical Expert – Modeling/ Assessments	\$57.64	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Elie Andary, PE	Construction Manager - SDC	\$46.30	Project Manager and Registered Technical Staff	\$75.00
Enrique Vadiveloo, PE	Technical Expert – Reuse Evaluation	\$52.36	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Marta Alonso, PE	Regulatory Compliance Specialist	\$45.14	Project Manager and Registered Technical Staff	\$75.00
Orlando Castro, PE	Construction Manager - SDC	\$47.64	Project Manager and Registered Technical Staff	\$75.00
Josenrique Cueto, PE	Regulatory Compliance Specialist	\$36.06	Project Manager and Registered Technical Staff	\$75.00

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

Sincerely,


Name/Title



Corporate Office
 8550 NW 33rd Street, Suite 202
 Doral, Florida 33122
 T 305.551.4608
 F 305.551.8977
 www.adaeng.net

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates
 Project Number: E13-WASD-11
 Owner's Representative for Professional Engineering Services Relating to the State of Florida's
 Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Alberto D. Argudin, PE, CGC, LEED AP	Senior Project Manager	\$80.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Alex Vazquez, PE	Regulatory Compliance Specialist	\$80.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Oscar Rubio, PE	Professional Engineer	\$68.00	Project Manager and Registered Technical Staff	\$75.00
Albert Argudin, CGC	Construction Manager	\$68.25	Project Manager and Registered Technical Staff	\$75.00
Abbie Wilson, PE	Professional Engineer	\$43.27	Project Manager and Registered Technical Staff	\$75.00
Brent Whitfield, PE	Professional Engineer	\$57.69	Project Manager and Registered Technical Staff	\$75.00
Cairo Cangas, PE	Professional Engineer	\$50.00	Project Manager and Registered Technical Staff	\$75.00
Maria Loinaz, PE, PhD	Professional Engineer	\$56.49	Project Manager and Registered Technical Staff	\$75.00
Waddie Ruiz, PE, CGC	Professional Engineer	\$42.00	Project Manager and Registered Technical Staff	\$75.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Olga Casadevall, EI	Technical Staff	\$28.00	Non-registered Technical Staff	\$60.00
Viviana Villamizar	Technical Staff	\$27.88	Non-registered Technical Staff	\$60.00
Adrian Burleigh	Construction Inspector	\$28.64	Non-registered Technical Staff	\$60.00
Vivian Martinez	Administrative Support	\$28.93	Administrative Support Staff	\$45.00
Diana Díaz	Clerical	\$24.72	Clerical Staff	\$25.00

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

Sincerely,



Albert Argudin / Vice-President



Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates

Project Number: E13-WASD-11

Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from September 2014 to June 2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Joe Dysard	Risk Management	\$82.10	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Brian Houston	Senior Project Manager	\$74.91	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Howard Steiman	Senior Project Manager	\$80.23	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Neil Callahan	Technical Expert	\$111.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Jessica Brickner	Administrative Support	\$28.04	Administrative Support Staff	\$45.00
Andrew Baker	Technical Staff	\$37.45	Non-registered Technical Staff	\$60.00
Leo Cannyn	Senior Project Manager	\$80.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00

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

Sincerely,



Neil V. Callahan/Vice President

Note:

Our subconsultant Leidos was just recently purchased by Louis Berger. At the time of submittal, Leidos was certified with Miami-Dade. Now that Louis Berger is the named entity, Louis Berger will need to obtain the necessary Miami-Dade certifications to provide services under this Outfall Contract. Please note that no staff from Louis Berger will work on the Outfall Program until they have obtained the required certifications.



September 7, 2014

To Whom It May Concern

Re: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services
Relating to the State of Florida's Ocean Outfall Legislation and
Miami-Dade County's Wastewater System

Engineering
&
Design Services

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Construction
Management

Inspection
Services

Geotechnical &
Materials Testing
Services

Sediment Monitoring
&
Removal

Construction

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Rudy M. Ortiz, PE	Professional Engineer	\$140.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Luciano Perera	Program Controls Specialist	\$43.27	Non-registered Technical Staff	\$60.00
Ranthus B. Fouch, PE	Professional Engineer	\$40.87	Project Manager and Registered Technical Staff	\$75.00
Jose Caraballo, PE	Professional Engineer	\$38.46	Project Manager and Registered Technical Staff	\$75.00
Arjen Bootsma, PE	Professional Engineer	\$35.00	Project Manager and Registered Technical Staff	\$75.00
Jose Compres, PE	Professional Engineer	\$38.08	Project Manager and Registered Technical Staff	\$75.00
Freddy Mena, E.I.	Technical Staff	\$24.04	Non-registered Technical Staff	\$60.00
María P. Lopez	Technical Staff	\$21.63	Non-registered Technical Staff	\$60.00
Ernest Cano	Technical Staff	\$65.00	Non-registered Technical Staff	\$60.00



Engineering & Design Services

Construction Management

Inspection Services

Geotechnical & Materials Testing Services

Debris Monitoring & Removal

Construction

Marco Biagioni, P.E.	Professional Engineer	\$37.64	Project Manager and Registered Technical Staff	\$75.00
Marcelino Gomez	Technical Staff	\$37.64	Non-registered Technical Staff	\$60.00
Vanise Ford	Technical Staff	\$25.00	Non-registered Technical Staff	\$60.00
Sergio Santana, CPE	Technical Staff	\$35.56	Non-registered Technical Staff	\$60.00
Jose Pena	Administrative Support	\$35.58	Administrative Support Staff	\$45.00
Leigha Taber	Administrative Support	\$28.84	Administrative Support Staff	\$45.00
Joanna Pedrianes	Clerical	\$18.70	Clerical Staff	\$25.00

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

Sincerely,
CES CONSULTANTS, INC.

Rudy M. Ortiz, P.E., CGC
President/CEO

RMO/LOP/jp



"Providing a World of Business Opportunities"

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the State of Florida's
Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Parker Gannon	Workforce Development Specialist	\$25.00	Administrative Support Staff	\$45.00
Frances Martinez	Workforce Development Specialist	\$22.00	Administrative Support Staff	\$45.00
Beverly James	Workforce Development Specialist	\$31.00	Administrative Support Staff	\$45.00

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

Sincerely,

Gordon Eric Knowles
President & CEO



9 Achilles Rise
Flagstaff, Hamilton
New Zealand 3210

Date: September 8th 2014

RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the State of Florida's
Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Dr. Peter Urich -	Technical Expert	\$61.99	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Dr. Richard Warrick -	Technical Expert	\$61.99	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Prof. Tom Wigley	Technical Expert	\$65.33	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Dr. Wei Ye -	Technical Expert	\$45.08	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Dr. Yinpeng Li -	Technical Expert	\$45.08	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Dr. Chonghua Yin -	Technical Expert	\$29.83	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Dr. Peter Kouwenhoven -	Technical Expert	\$45.08	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Dr. Meng Wang	Technical Expert	\$24.93	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Mr. David Bishop	Technical Expert	\$29.83	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Mr. Matthew Dooley -	Technical Expert	\$29.64	Expert Engineer, Scientist, and Senior	\$80.00

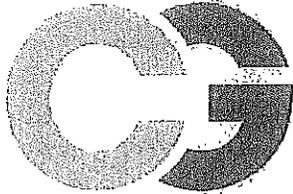
Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
			Project Manager	
Ms. Clare Wimmer -	Technical Expert	\$25.46	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Mr. Greg Jenks -	Technical Expert	\$35.56	Expert Engineer, Scientist, and Senior Project Manager	\$80.00

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

Sincerely,



Peter Urich, Managing Director of CLIMsystems Limited



**CUNNINGHAM
GROUP INC.**

Date: September 7, 2014

RE: Truth-In Negotiation Certification of Wage Rates
 Project Number: E13-WASD-11
 Owner's Representative for Professional Engineering Services Relating to the State of Florida's
 Ocean Outfall Legislation and Miami-Dade County's Wastewater System

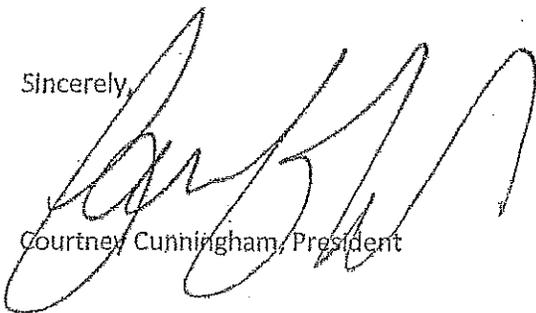
1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Courtney Cunningham	Public Outreach Liaison	\$77.58	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Tasha Cunningham	Workforce Development Manager	\$49.00	Project Manager and Registered Technical Staff	\$75.00
TBD	Public Information Manager	\$49.00	Project Manager and Registered Technical Staff	\$75.00
TBD	Public Information Specialist	\$34.38	Administrative Support Staff	\$45.00
TBD	Public Information Specialist	\$34.38	Administrative Support Staff	\$45.00
TBD	Public Information Specialist - Assistant	\$20.00- \$25.00	Administrative Support Staff	\$45.00
TBD	Public Information Specialist - Assistant	\$20.00- \$25.00	Administrative Support Staff	\$45.00
TBD	Administrative Support	\$12.50- \$15.00	Clerical	\$25.00
TBD	Public Information Specialist - Social Media Specialist	\$33.82	Administrative Support Staff	\$45.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
TBD	Administrative Support - Graphic Designer	\$28.70	Administrative Support Staff	\$45.00
TBD	Information Technology Specialist	\$42.00	Administrative Support Staff	\$45.00
TBD	Workforce Development Manager	\$49.00	Project Manager and Registered Technical Staff	\$75.00
TBD	Workforce Development Specialist	\$34.38	Administrative Support Staff	\$45.00

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

Sincerely,



Courtney Cunningham, President

GCES Engineering Services, LLC.

10810 NW 138th Street
Unit 1-D
Hialeah Gardens, FL 33018
P: 305.964.0669/954.440.8623

Date: September 8, 2014

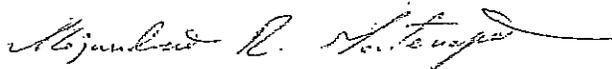
RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to – 9/8/15.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Alberto J. Romanach, P.E.	Technical Expert	\$125.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Alejandro R. Montenegro, P.E.	Professional Engineer	\$59.00	Project Manager and Registered Technical Staff	\$75.00

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

Sincerely,



Alejandro R. Montenegro, PE
President\CEO



Gannett Fleming

Excellence Delivered As Promised

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates

Project Number: E13-WASD:11

Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from September 8, 2014 to December 31, 2014.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Luis Del Aguila	Technical Staff	\$23.00	Non-registered Technical Staff	\$60.00
Alan Brick-Turin	Senior Project Manager	\$84.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Alejandro Cuadra	Technical Staff	\$28.00	Non-registered Technical Staff	\$60.00
Alejandro Uribe, PE	Professional Engineer	\$40.00	Project Manager and Registered Technical Staff	\$75.00
Alina Fernandez, PE	Senior Project Manager	\$72.60	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Andres Castineiras	Technical Staff	\$25.30	Non-registered Technical Staff	\$60.00
Andres Echeverry	Technical Staff	\$25.50	Non-registered Technical Staff	\$60.00
Angel Ferrer	Technical Staff	\$22.00	Non-registered Technical Staff	\$60.00
Brian Kauffman	Professional Engineer	\$46.60	Project Manager and Registered Technical Staff	\$75.00

Gannett Fleming, Inc.

Suite 701 • 7300 Corporate Center Drive • Miami, FL 33126-1233

t: 786.845.9540 • f: 786.845.6802

158

September 8, 2014

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Carlos Cardo	Technical Staff	\$21.50	Non-registered Technical Staff.	\$60.00
Carlos Cejas	Senior Project Manager	\$91.90	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Cassandra Corley	Technical Staff	\$15.00	Non-registered Technical Staff	\$60.00
Cristina Florez	Professional Engineer	\$55.00	Project Manager and Registered Technical Staff	\$75.00
Daniel Hunt	Professional Engineer	\$35.60	Project Manager and Registered Technical Staff	\$75.00
Daniel Ortiz	Professional Engineer	\$69.10	Project Manager and Registered Technical Staff	\$75.00
David Rancman	Professional Engineer	\$47.00	Project Manager and Registered Technical Staff	\$75.00
David Thomas	Technical Expert	\$142.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Edward Aparicio	Technical Staff	\$21.50	Non-registered Technical Staff	\$60.00
Eliezer Livay	Professional Engineer	\$54.90	Project Manager and Registered Technical Staff	\$75.00
Geiny Rey	Technical Staff	\$12.00	Non-registered Technical Staff	\$60.00
Gianfranco Salazar	Construction Inspector	\$18.20	Non-registered Technical Staff	\$60.00
Grace Frasca	Administrative Support	\$19.00	Administrative Support Staff	\$45.00

Gannett Fleming, Inc.

Suite 701 • 7300 Corporate Center Drive • Miami, FL 33126-1233

t: 786.845.9540 • f: 786.845.6802

www.gannettfleming.com

September 8, 2014

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
James Langer	Senior Project Manager	\$75.60	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Jamie Shambaugh	Professional Engineer	\$49.40	Project Manager and Registered Technical Staff	\$75.00
Javier Hurtado	Professional Engineer	\$33.80	Project Manager and Registered Technical Staff	\$75.00
Jeffrey Allen	Professional Engineer	\$40.80	Project Manager and Registered Technical Staff	\$75.00
Jessica Carden	Administrative Support	\$28.10	Administrative Support Staff	\$45.00
Joanna Catano	Professional Engineer	\$43.90	Project Manager and Registered Technical Staff	\$75.00
John DeRubeis	Technical Staff	\$42.90	Non-registered Technical Staff	\$60.00
John Dougherty	Regulatory Compliance Manager	\$85.70	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Johnny Marin	Technical Staff	\$20.50	Non-registered Technical Staff	\$60.00
Jorge Lopez	Professional Engineer	\$40.00	Project Manager and Registered Technical Staff	\$75.00
Jose Abreu	Technical Expert	\$162.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Jose Carcases	Technical Staff	\$17.00	Non-registered Technical Staff	\$60.00
Jose Clavell	Senior Project Manager	\$64.10	Expert Engineer, Scientist, and Senior Project Manager	\$80.00

Gannett Fleming, Inc.

Suite 701 • 7300 Corporate Center Drive • Miami, FL 33126-1233

t: 786.845.9540 • f: 786.845.6802

www.gannettfleming.com

September 8, 2014

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Leonet Mujica	Technical Staff	\$25.00	Non-registered Technical Staff	\$60.00
Lucy Valido	Administrative Support	\$16.60	Clerical Staff	\$25.00
Mark Weller	Professional Engineer	\$50.00	Project Manager and Registered Technical Staff	\$75.00
Martin Benzaquen	Senior Project Manager	\$67.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Michael Cox	Senior Project Manager	\$73.60	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Min Ahn	Professional Engineer	\$33.20	Project Manager and Registered Technical Staff	\$75.00
Myrna Valdez	Senior Project Manager	\$97.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Naldo Gonzalez	Technical Expert	\$111.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Nelson Castillo	Professional Engineer	\$58.90	Project Manager and Registered Technical Staff	\$75.00
Nelson Mora	Technical Staff	\$29.50	Non-registered Technical Staff	\$60.00
Omar Beceiro	Technical Expert	\$36.20	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Oswaldo Vargas	Professional Engineer	\$52.00	Project Manager and Registered Technical Staff	\$75.00

Gannett Fleming, Inc.

Suite 701 • 7300 Corporate Center Drive • Miami, FL 33126-1233

t: 786.845.9540 • f: 786.845.6802

www.gannettfleming.com

161

September 8, 2014

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Patricia Waller	Construction Manager	\$47.40	Project Manager and Registered Technical Staff	\$75.00
Paul Lewis	Senior Project Manager	\$72.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Pedro Dorfman	Inspector	\$32.50	Non-registered Technical Staff	\$60.00
Ralmond Sosa	Professional Engineer	\$32.60	Project Manager and Registered Technical Staff	\$75.00
Ray Steadman	Inspector	\$16.50	Non-registered Technical Staff	\$60.00
Rocky Miller	Technical Staff	\$23.50	Non-registered Technical Staff	\$60.00
Ronald Jager	Senior Project Manager	\$64.10	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Sateesh Nabar	Technical Expert	\$96.10	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Sophia Liskovich	Professional Engineer	\$44.10	Project Manager and Registered Technical Staff	\$75.00
Traci Perkins-Figoli	Administrative Support	\$12.50	Clerical Staff	\$25.00
Trent Dreese	Senior Project Manager	\$70.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Urena Jimenez	Technical Staff	\$13.00	Non-registered Technical Staff	\$60.00
Vladimir Cecka	Professional Engineer	\$52.90	Project Manager and Registered Technical Staff	\$75.00

Gannett Fleming, Inc.

Suite 701 • 7300 Corporate Center Drive • Miami, FL 33126-1233

t: 786.845.9540 • f: 786.845.6802

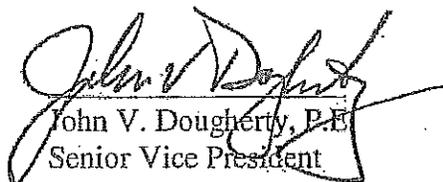
www.gannettfleming.com

162

September 8, 2014

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
William Lavash	Technical Expert	\$110.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Yves Delmas	Technical Staff	\$27.00	Non-registered Technical Staff	\$60.00

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



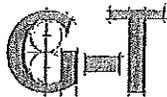
John V. Dougherty, P.E.
Senior Vice President

Gannett Fleming, Inc.

Suite 701 • 7300 Corporate Center Drive • Miami, FL 33126-1233

t: 786.845.9540 • f: 786.845.6802

www.gannettfleming.com



GT
Construction
Group, Inc.

2520 SW 22 Street
Suite 2-169
Miami, FL 33145
Fax 305.667.6772

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates

Project Number: E13-WASD-11

Owner's Representative for Professional Engineering Services Relating to the State of Florida's
Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/14 to 9/8/15.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Rafael Garcia-Toledo	Public Outreach Liaison	\$80.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
TBD*	Construction Manager	\$50-\$80	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
TBD*	Construction Manager	\$45-\$60	Project Manager and Registered Technical Staff	\$75.00
TBD*	Document Controls Specialist	\$17-\$25	Administrative Support Staff	\$45.00
TBD*	Administration	\$12-\$20	Clerical Staff	\$25.00
TBD*	Administration	\$21-\$35	Administrative Support Staff	\$45.00

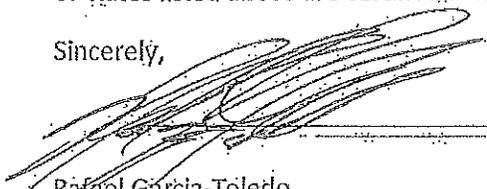
3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and as specified in a written task authorization.

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

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

6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,



Rafael Garcia-Toledo
President

164



Land Surveyors and Mappers
 3D Laser Scanning
 Subsurface Utility Surveyors

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates
 Project Number: E13-WASD-11
 Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall
 Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Ernest Aguilar	Technical Staff	\$14.00	Non-registered Technical Staff	\$60.00
Mercedes Guerrero	Technical Staff	\$17.50	Non-registered Technical Staff	\$60.00
Roberto Garcia	Technical Staff	\$15.00	Non-registered Technical Staff	\$60.00
Ruben Mesa	Technical Staff	\$24.20	Non-registered Technical Staff	\$60.00
Alejandro Pino	Technical Staff	\$10.00	Non-registered Technical Staff	\$60.00
Andrew Beruvides	Technical Staff	\$13.50	Non-registered Technical Staff	\$60.00
Jounier Veloz	Technical Staff	\$13.00	Non-registered Technical Staff	\$60.00
Misael Suarez-Suarez	Technical Staff	\$10.00	Non-registered Technical Staff	\$60.00
Orelvys Yhanes	Technical Staff	\$10.00	Non-registered Technical Staff	\$60.00
Daniel Vega	Technical Staff	\$20.00	Non-registered Technical Staff	\$60.00
Enrique Diaz	Technical Staff	\$20.00	Non-registered Technical Staff	\$60.00
Israel Lopez	Technical Staff	\$20.00	Non-registered Technical Staff	\$60.00

165



Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Jorge Horta	Technical Staff	\$18.00	Non-registered Technical Staff	\$60.00
Pablo Gonzalez	Technical Staff	\$18.00	Non-registered Technical Staff	\$60.00
Raciel Sainz	Technical Staff	\$19.00	Non-registered Technical Staff	\$60.00
Abraham Hadad	Technical Staff	\$52.88	Non-registered Technical Staff	\$60.00
Benigno Suarez	Technical Staff	\$36.06	Non-registered Technical Staff	\$60.00
Raul Izquierdo	Technical Staff	\$36.06	Non-registered Technical Staff	\$60.00
Ernesto Oroza Aragu	Technical Staff	\$9.00	Non-registered Technical Staff	\$60.00
Jorge Maldonado Cancela	Technical Staff	\$9.00	Non-registered Technical Staff	\$60.00
Francisco Regalado	Administrative	\$16.67	Clerical Staff	\$25.00
Mariela Alvarez	Administrative	\$16.50	Clerical Staff	\$25.00
Alvaro E. Saenz	Technical Staff	\$33.00	Non-registered Technical Staff	\$60.00
Pedro Ugas	Technical Staff	\$45.27	Non-registered Technical Staff	\$60.00

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

Sincerely,

Name/Title

166

John R. Proni, PhD
10020 Southwest 102 Avenue Road
Miami, Florida 33176
[jmpрони@att.net](mailto:jmproni@att.net)

305 279-3318 (Phone)
305 282-0685 (Cell)
305 274-4857 (Fax)

Date: September 8, 2014

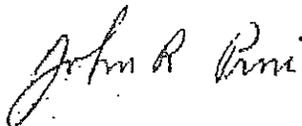
RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
John R. Proni, PhD	Technical Expert – Scientist	\$150.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00

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

Sincerely,



John R. Proni, PhD/Scientist



Milian, Swain & Associates, Inc.

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

Date: September 8, 2014

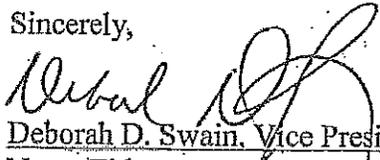
RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the
State of Florida's Ocean Outfall Legislation and Miami-Dade County's
Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Arsenio Milian, PE	Technical Expert - Sea-Level/Surge	\$79.33	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Julio Menache, PE	Design Project Manager	\$62.50	Project Manager and Registered Technical Staff	\$75.00
Gabriel Milian, PE	Professional Engineer	\$38.22	Project Manager and Registered Technical Staff	\$75.00

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

Sincerely,


 Deborah D. Swain, Vice President
 Name/Title



Nova Consulting

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates

Project Number: E13-WASD-11

Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Orlando Alfonso, P.E.	Construction Manager	\$33.65	Project Manager and Registered Technical Staff	\$75.00
Lourdes Barbeito, PMP	Project Controls	\$39.42	Non Registered Technical Staff	\$60.00
Kirenia F. Borbolla	Administration	\$25.00	Administrative Support Staff	\$45.00
Danae Bruce	Technical Staff - Environmental	\$16.50	Non-registered Technical Staff	\$60.00
Maya J. Compton	Technical Staff - Environmental	\$25.96	Non-registered Technical Staff	\$60.00
Jose A. Cordoves	Construction Manager	\$54.33	Project Manager and Registered Technical Staff	\$75.00
Frank Cortazar	Inspector	\$36.06	Non-registered Technical Staff	\$60.00
Juan Curiel, P.E.	Design Project Manager	\$45.67	Project Manager and Registered Technical Staff	\$75.00
Steven S. Eagle, P.E.	Quality Manager - WW Flows	\$65.38	Project Manager and Registered Technical Staff	\$75.00
Rachel Ferradaz, P.E.	Project Controls	\$44.71	Project Manager and Registered Technical Staff	\$75.00

Nova Consulting

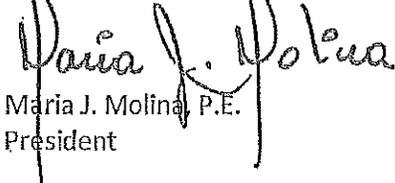
Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Aida Gómez	Administration	\$28.00	Administrative Support Staff	\$45.00
Melina Idarraga	Technical Staff	\$23.50	Non-registered Technical Staff	\$60.00
Robin Jillson	Administration	\$22.00	Administrative Support Staff	\$45.00
Bingyong Liu	Technical Staff	\$21.63	Non-registered Technical Staff	\$60.00
Luis Lopez-Blázquez, P.E.	Design Project Manager	\$63.00	Project Manager and Registered Technical Staff	\$75.00
Ricardo A. Maristany, P.E.	Design Project Manager	\$43.27	Project Manager and Registered Technical Staff	\$75.00
María J. Molina, P.E.	Technical Expert	\$96.15	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Carlos M. Munoz	Technical Staff	\$25.48	Non-registered Technical Staff	\$60.00
Juan C. Prieto, P.E.	Senior Project Manager	\$63.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Alex Regalado	Inspector	\$27.40	Non-registered Technical Staff	\$60.00
Jose A. Rovira	Inspector	\$20.67	Non-registered Technical Staff	\$60.00
James Russen	Inspector	\$37.00	Non-registered Technical Staff	\$60.00
Hilario S. Sanchez	Inspector	\$22.50	Non-registered Technical Staff	\$60.00
Giuseppe Santoro	Design Project Manager	\$60.90	Project Manager and Registered Technical Staff	\$75.00
Jose A. Saucedo, P.E.	Professional Engineer	\$28.85	Project Manager and Registered Technical Staff	\$75.00

Nova Consulting

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

Sincerely,

NOVA CONSULTING



Maria J. Molina, P.E.
President

September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates

Project Number: E13-WASD-11

Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 09/08/14 to 09/08/15.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

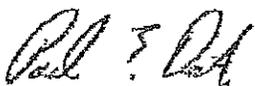
Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Rodrigo Pigna	Senior Project Manager	\$90.92	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Steve Dusseault	Senior Project Manager	\$93.99	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
David Alvarez	Technical Expert	\$61.20	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Alistair Sawers	Technical Expert	\$104.36	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Stephen Kuhr	Technical Expert	\$74.71	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
John Lafferty	Project Manager - Planner	\$55.37	Project Manager and Registered Technical Staff	\$75.00
Ron Fields	Senior Project Manager	\$75.50	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Eduardo Rodriguez	Senior Project Manager	\$84.65	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Dave Barberic, Jr	Construction Manager	\$51.79	Project Manager and Registered Technical Staff	\$75.00
Dwayne Hoback	Scheduler/Database Manager	\$67.26	Project Manager and Registered Technical Staff	\$75.00
Michael Wooten	Professional Engineer	\$56.57	Project Manager and Registered Technical Staff	\$75.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Mauricio Paredes	Professional Engineer	\$67.20	Project Manager and Registered Technical Staff	\$75.00
Yamila Hernandez	Professional Engineer	\$64.65	Project Manager and Registered Technical Staff	\$75.00
Camille Dominguez	Professional Engineer	\$54.74	Project Manager and Registered Technical Staff	\$75.00
Eduardo Guinard	Professional Engineer	\$49.32	Project Manager and Registered Technical Staff	\$75.00
Joline Van Tilburg	Technical Expert -- Environmental Scientist	\$54.93	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Bhargavi Pathakamuri	Professional Engineer	\$30.07	Project Manager and Registered Technical Staff	\$75.00
Gustavo Martinez	Program Controls Manager	\$81.07	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Silvia Javier	Professional Engineer	\$41.13	Project Manager and Registered Technical Staff	\$75.00
Silvia Fernandez	Professional Engineer	\$60.07	Project Manager and Registered Technical Staff	\$75.00
Odalys Miguel	Technical Staff	\$21.63	Non-registered Technical Staff	\$60.00
Heidy Cordova	Technical Staff	\$36.02	Non-registered Technical Staff	\$60.00
James Jackson	Inspector	\$45.62	Non-registered Technical Staff	\$60.00
Donald Booker	Inspector	\$37.08	Non-registered Technical Staff	\$60.00
Mahmood Fahs	Inspector	\$30.81	Non-registered Technical Staff	\$60.00
Guido Schattanek	Technical Expert - Environmental	\$81.69	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Alice Lovegrove	Design Project Manager	\$73.86	Project Manager and Registered Technical Staff	\$75.00

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Erich Thalheimer	Design Project Manager	\$67.30	Project Manager and Registered Technical Staff	\$75.00
John Faeth	Senior Design Project Manager	\$75.79	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Kevin Heaphy	Design Project Manager	\$61.79	Project Manager and Registered Technical Staff	\$75.00
Adam Heft	Design Project Manager - Geologist	\$60.34	Project Manager and Registered Technical Staff	\$75.00
Darrel Cole	Senior Design Project Manager	\$84.16	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Joshua Palmer	Administrative - Marketing	\$38.87	Administrative Support Staff	\$45.00
Carlos Alba	Professional Engineer	\$48.17	Project Manager and Registered Technical Staff	\$75.00

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

Sincerely,



Paul E. Demit
Senior Vice President

ROHADFOX

Date: September 8, 2014

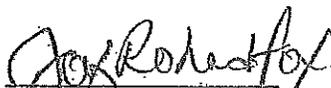
RE: Truth-In Negotiation Certification of Wage Rates
Project Number: E13-WASD-11
Owner's Representative for Professional Engineering Services Relating to the State of Florida's
Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Tony Wiggins	Professional Engineer	\$40.87	Project Manager and Registered Technical Staff	\$75.00
Eric Phoenix	Cost Estimator	\$55.00	Non-registered Technical Staff	\$60.00
Larry Harrod	Scheduler	\$65.00	Non-registered Technical Staff	\$60.00
Joe Crooms	Professional Engineer	\$40.87	Project Manager and Registered Technical Staff	\$75.00
Joe Porter	Project Manager	\$58.89	Project Manager and Registered Technical Staff	\$75.00

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

Sincerely,


Joy Rohadfox, President



CONSULTING ENGINEERS

Date: September 8, 2014

RE: Truth-In Negotiation Certification of Wage Rates

Project Number: E13-WASD-11

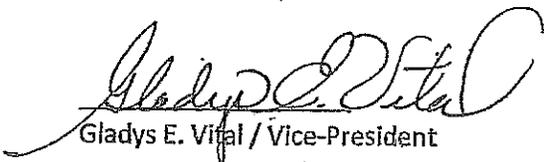
Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater System

1. The hourly rates provided below shall be in effect from 9/8/2014 to 9/8/2015.
2. Professional Services provided by Consultant personnel in various projects are listed below along with raw salary rates:

Employee Name	Job Classification	Raw Hourly Rate	Program Labor Category	Program Capped Hourly Rate
Nelson Vital, P.E.	Technical Expert - Electrical	\$100.00	Expert Engineer, Scientist, and Senior Project Manager	\$80.00
Jose A. Ramirez, P.E.	Professional Engineer	\$57.69	Project Manager and Registered Technical Staff	\$75.00
Ramon Canseco	Technical Staff	\$25.00	Non-registered Technical Staff	\$60.00
Jesus M. Redruello	Technical Staff	\$16.00	Non-registered Technical Staff	\$60.00
Gladys E. Vital	Administrative Support	\$15.50	Administrative Support Staff	\$45.00

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

Sincerely,



Gladys E. Vital / Vice-President

ATTACHMENT C

Resumes

Exhibit B-1. The CH2M HILL team is organized to deliver all the services described in the Scope of Work, with a local team that knows your facilities, has the Ocean Outfall Legislation compliance experience, and the experience of deep injection in south Florida.

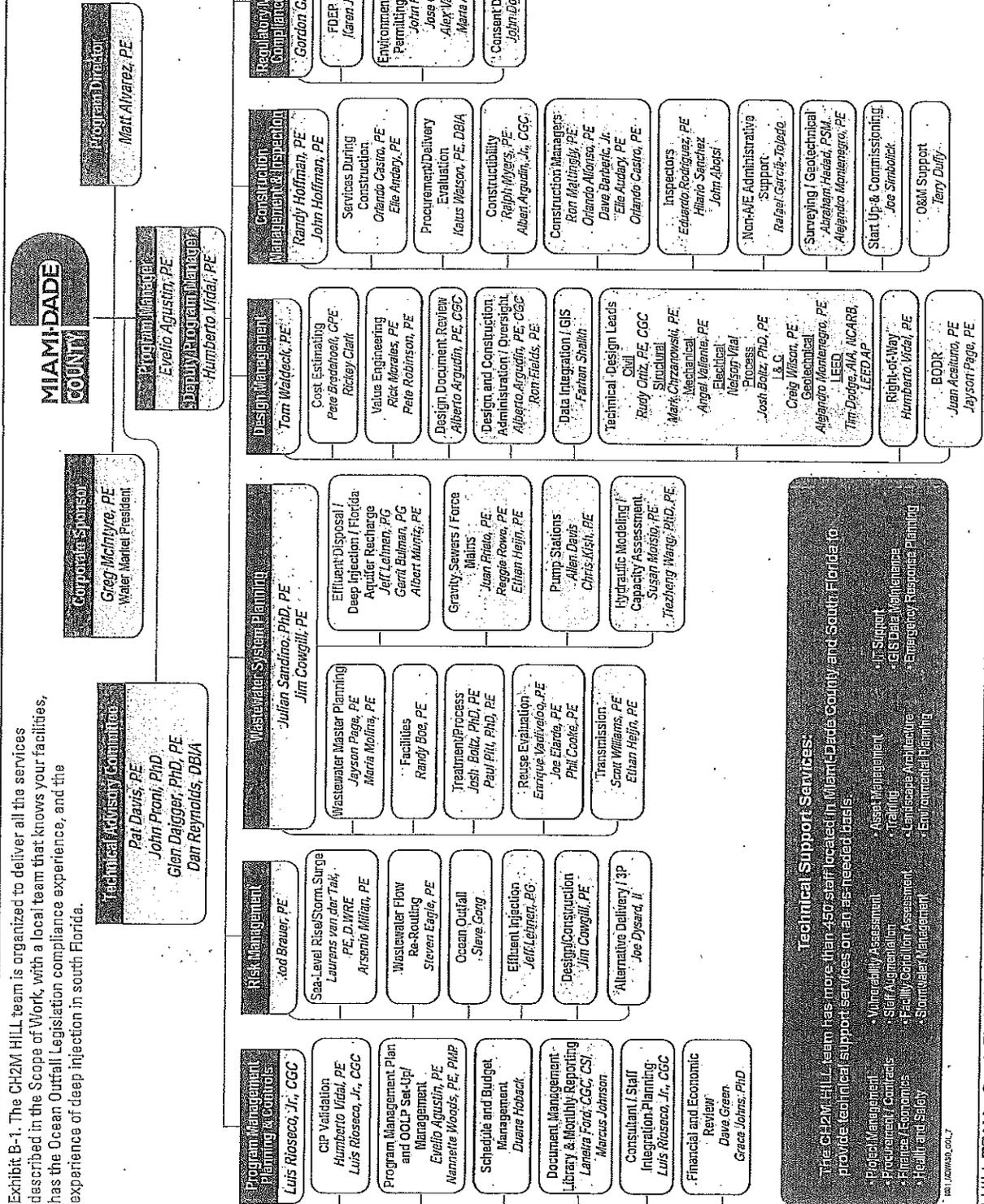


EXHIBIT "D"

CONFLICT OF INTEREST

AFFIDAVIT

I, _____, being first duly sworn, state:

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's project(s) related to the Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater Treatment System ("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.

Date

Name of Affiant

Signature

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

Notary Public

Print Name

Serial Number

ATTACHMENT E

Appendix "A" (1)

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

General Land and Engineering Surveying (Non Airport)

1	Survey Crew (Party of Four)	\$1,523.83	per 8-hour day in job site
2	Survey Crew (Party of Three)	\$1,267.71	per 8-hour day in job site
3	Survey Crew (Party of Two)	\$1,011.60	per 8-hour day in job site
4	Draftsperson	\$85.73	per hour
5	Surveyor - Computer	\$96.44	per hour
6	Principal-Surveyor	\$159.00	per hour

Global Positioning Surveying (GPS) (Non Airport)

1	Survey Crew (Party of Four)	\$1,864.60	per 8-hour day in job site
2	Survey Crew (Party of Three)	\$1,608.49	per 8-hour day in job site
3	Survey Crew (Party of Two)	\$1,467.04	per 8-hour day in job site

Appendix "A" (1)

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

General Land and Engineering Surveying (Airport)

1	Survey Crew (Party of Four)	\$1,752.08	per 8-hour day in job site
2	Survey Crew (Party of Three)	\$1,457.87	per 8-hour day in job site
3	Survey Crew (Party of Two)	\$1,163.34	per 8-hour day in job site

Global Positioning Surveying (GPS) (Airport)

1	Survey Crew (Party of Four)	\$2,144.30	per 8-hour day in job site
2	Survey Crew (Party of Three)	\$1,849.78	per 8-hour day in job site
3	Survey Crew (Party of Two)	\$1,687.09	per 8-hour day in job site

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

Exhibit "F"
Truth-In-Negotiation Certificate

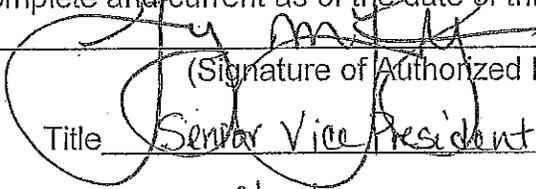
Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation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

This sworn statement is submitted for:

PROJECT TITLE: Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall Legislation and Miami-Dade County's Wastewater Treatment System.

PROJECT NUMBER: E13-WASD-11

Before me the undersigned authority appeared Gregory T. McIntyre (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.

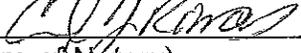

(Signature of Authorized Representative)
Title Senior Vice President
Date 9/16/2014

STATE OF:
COUNTY OF:

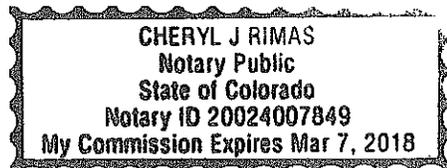
The above certifications/verifications were acknowledged before me this 16th day of September, 2014,

by Gregory T. McIntyre
(Authorized Representative)
of CH2M HILL, Inc.
(Name of Corporation, Partnership, etc.)

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


(Signature of Notary)
Cheryl Rimas
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: 20024007849
My Commission Expires: 3/7/18

ATTACHMENT H
 MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
 ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT
 (Ordinance 11-90)

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

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

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

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

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

Signature _____ Print Name and Title _____ Date _____

Departmental Use Only

Department Signature _____ Print Name and Title _____ Date _____ Contractor in Compliance

ATTCHMENT I
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;
- (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;
- (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.

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. : 14CH2M006 Federal Employer Identification Number (FEIN): 59-0918189

Contract Title: OWNER'S REP. FOR PROF. ENGR. SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MDC'S WASTEWATER SYSTEM

Greg McIntyre Senior Vice President
Printed Name of Affiant Printed Title of Affiant Signature of Affiant
CHAM HILL, Inc.
Name of Firm Date 9-16-14
9191 S. Jamaica St CO
Address of Firm State Zip Code 80112

Notary Public Information

Notary Public - State of Colorado County of Douglas

Subscribed and sworn to (or affirmed) before me this 16th day of September 20 14

by Greg McIntyre He or she is personally known to me or has produced identification

Type of identification produced _____

Cheryl J. Rimas 20024007849
Signature of Notary Public Serial Number

Cheryl J. Rimas 3-9-18
Print or Stamp of Notary Public Expiration Date

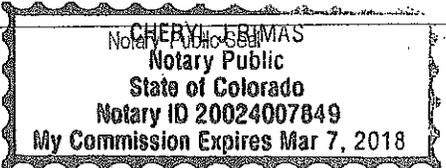




EXHIBIT "J"

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): 59-0918189

Contract Title: OWNER'S REP FOR PROF. ENGR SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN
OUTFALL LEGISLATION AND MDC'S WASTEWATER SYSTEM
Affidavits and Legislation/ Governing Body

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
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(j) 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
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
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
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:

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
False Claims Ordinance County Ordinance No. 99-152		

Greg McIntyre Printed Name of Affiant Senior Vice President Printed Title of Affiant Signature of Affiant
CH2M HILL, INC Name of Firm 9/16/2014 Date
791 South Jamaica Street, Englewood Address of Firm Colorado State 80112 Zip Code

Notary Public Information

Notary Public - State of Colorado County of Douglas
 subscribed and sworn to (or affirmed) before me this 16th day of September 20 14

Greg McIntyre He or she is personally known to me or has produced identification

Signature of Notary Public:
 Print or Stamp of Notary Public: Cheryl J. Rimas Expiration Date: 9-1-15 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 CH2M Hill, Inc.
Project/Contract Number E13-WASD-117

FEIN # 59-0918189

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		Employee(s)											
			(Enter the number of male and female owners by race/ethnicity)		(Enter the number of male and female employees and the number of employees by race/ethnicity)											
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other					
CES Consultants, Inc. 14361 Commerce Way, Suite 103 Miami Lakes, FL 33016	Rudy M. Ortiz, P.E.; CGC	General program management services	M	1	F	1	4	21	4							
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner		Employee(s)											
			(Enter the number of male and female owners by race/ethnicity)		(Enter the number of male and female employees and the number of employees by race/ethnicity)											
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other					
None			M	1	F	1	4	21	4							

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

Matt Alvarez, P.E.
Print Name

Vice President Florida Operations
Print Title

9/17/14
Date

181

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 CH2M Hill Inc.
 Project/Contract Number E13-WASD-11

FEIN # 59-0918189

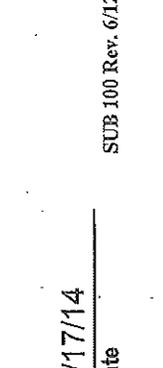
In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 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 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	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)							
		Race/Ethnicity						Race/Ethnicity							
		Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
CLIMsystems, Ltd. 9 Achilles Rise, Flagstaff Hamilton, New Zealand	Richard Warrick Wet Ye Peter Urlich	M	2		1			M	4						
Business Name and Address of First Tier Direct Supplier	Principal Owner	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)							
None		Race/Ethnicity						Race/Ethnicity							
		Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
		M							M						

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 Matt Alvarez, P.E. Print Name
 Vice President Florida Operations Print Title
 Date 9/17/14

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 CH2M Hill, Inc.
Project/Contract Number E13-WASD-11/

FEIN # 59-0918189

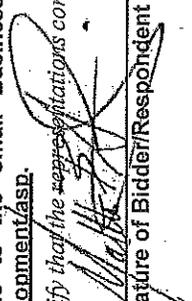
In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 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)								
			Race/Ethnicity						Race/Ethnicity								
			Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	
Cunningham Group, Inc. 9100 S. Dadeland Blvd. Suite 1500 Miami, FL 33156	Courtney Cunningham	Public Involvement	M	1								M	2	2	1		
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)								
None																	

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

Matt Alvarez, P.E.
Print Name

Vice President Florida Operations
Print Title

9/17/14
Date

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 CH2M Hill, Inc. FEIN # 59-0918189
 Project/Contract Number E13-WASD-117

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	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)	
		Race/Ethnicity		Race/Ethnicity	
		Gender		Gender	
Miami-Dade Chamber of Commerce 100 S. Biscayne Blvd, 3 rd Floor Miami, FL 33131	Gordon Eric Knowles	White	1	White	3
		Black	1	Black	1
None	Principal Owner	White	1	White	3
		Black	1	Black	1

Business Name and Address of First Tier Direct Supplier	Principal Owner	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)	
		Race/Ethnicity		Race/Ethnicity	
		Gender		Gender	
None	Principal Owner	White	1	White	3
		Black	1	Black	1

Scope of Work to be Performed by Subcontractor/ Sub-consultant

Outreach services

Supplies/Materials/ Services to be Provided by Supplier

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

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

Signature of Bidder/Respondent Print Name Matt Alvarez, P.E. Vice President Florida Operations
 Date 9/17/14 Print Title Vice President Florida Operations

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 CH2M Hill, Inc. FEIN # 59-0978189
 Project/Contract Number E13-WASD-117

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	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	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other							
												M	F	20	13	7	3	22
NOVA Consulting, Inc. 10486 NW 31st Terrace Doral, FL 33172-1215	Maria J. Molina, P.E.	1	1	M	F	20	13	7	3	22	1							
Business Name and Address of First Tier Direct Supplier	Principal Owner	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)														
Supplies/Materials/ Services to be Provided by Supplier	Principal Owner	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)														
None																		

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 Matt Alvarez, P.E. Print Name Matt Alvarez, P.E. Vice President Florida Operations
 Date 9/17/14 Print Title Vice President Florida Operations

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 CH2M Hill, Inc.
Project/Contract Number ET3-WASD-11/

FEIN # 59-0918189

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	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other									
John R. Proni, PhD 10020 SW 102 Avenue Road Miami, Florida 33176	John R. Proni	Science advisor	1	1	1	1														
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)															
None			Gender	Race/Ethnicity	Gender	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

Matt Alvarez, P.E.
Print Name

Vice President Florida Operations
Print Title

9/17/14
Date

201

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 CH2M Hill, Inc. FEIN # 59-0918189
Project/Contract Number E13-WASD-11'

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		Employee(s)												
			(Enter the number of male and female owners by race/ethnicity)		(Enter the number of male and female employees and the number of employees by race/ethnicity)												
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other						
Vital Engineering, Inc. 7100 S.W. 99th Avenue; Suite 202 Miami, FL 33173	Jose A. Ramirez, P.E.	Electrical Engineering	M	1	F	2	M	3	F	1	4						
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner		Employee(s)												
			(Enter the number of male and female owners by race/ethnicity)		(Enter the number of male and female employees and the number of employees by race/ethnicity)												
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other						
None			M		F												

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/businessdevelopment.asp>.

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

Signature of Bidder/Respondent  Print Name Matt Alvarez, P.E. Vice President Florida Operations
Date 9/17/14 Print Title Vice President Florida Operations

EXHIBIT "L"



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

FAIR SUBCONTRACTING PRACTICES

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

SEE ATTACHMENT

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

Signature of Authorized Representative: _____

Title: Senior Vice President

Date: 9-16-14

Proposer's Name: Greg McIntyre



CH2MHILL.

Fair Subcontracting Practices

All Procurement actions are to be conducted in accordance with CH2M HILL's policies, including the Business Conduct Policy, and the Procurement Signature Policy. In addition, the firm's suppliers and subcontractors are expected to agree to comply with CH2M HILL's Supply Chain Ethics & Business Conduct Principles, which outline expectations for suppliers and subcontractors when working with CH2M HILL.

CH2M HILL's Procurement System governs all types of procurements including, but not limited to: client project purchase orders for materials, supplies and simple services; equipment procurements and leases; and subcontracts for technical, construction, and professional services.

The Procurement System is designed to apply sound business practices to procurement activities in addition to client requirements and achieve best value in acquired goods and services. The procurement of goods and services is an important part of satisfying client project needs. The Procurement System facilitates smooth internal operations and establishes consistent procurement practices resulting in efficient project management. The procedures within this sub-process define the CH2MHILL Procurement System including the objectives of the Procurement Team. These procedures, work instruction, and tools are to be used for executing the Procurement System on projects to the extent that they address the scope of procurement on the projects.

In the performance of CH2M HILL's contracts, it is the policy of CH2M HILL that small, veteran-owned, service-disabled veteran-owned, historically under-utilized business zones, businesses owned and controlled by socially and economically disadvantaged individuals, and women-owned small businesses as well as Hispanic Serving Institutions, Historically Black Colleges and Universities/Minority Institutions and Tribal Colleges and Universities shall have the maximum practical opportunity to participate in the performance of subcontracts awarded by CH2M HILL.