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

Memorandum

MIAMI-DADE COUNTY

Date: April 19, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 14(A)(6)

Resolution No. R-329-16

Subject: Resolution Approving a Non-Exclusive Professional Services Agreement to Arcadis U.S., Inc., for Water and Sewer Rates, Fee Analysis and Bond Engineering Services – Project No. E15-WASD-14; Contract No. 16AUSI001

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding the attached non-exclusive Professional Services Agreement to Arcadis U.S., Inc. for Water and Sewer Rates, Fee Analysis and Bond Engineering Services – Project No. E15-WASD-14; Contract No. 16AUSI001. The total compensation amount is $4,950,000 with a total contract term of three (3) years and two (2) one (1) year options-to-renew. This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

DELEGATION OF AUTHORITY

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract.

SCOPE

Project Name:
Engineering Services for Water and Sewer Rates, Fee Analysis and Bond Engineering Services

Contract No.: 16AUSI001

Project Description:
A detailed scope of services is attached to the Agreement as Attachment "A".

Project Location: Throughout Miami-Dade County

Primary Commission District: Various Commission Districts

Approval Path:
Board of County Commissioners

Managing Department: Miami–Dade Water and Sewer Department

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES

Small Business Development (SBD):
Review Date: 07/29/2015 **Signoff Date:** 08/04/2015 (See Exhibit A, as attached)

TYPE	GOAL	COMMENT
SBE-A/E	N/A	Implementing Order 3-32
SBE-Goods and Services	N/A	Implementing Order 3-41

Project Technical Certification Requirements:

Type	Code	Description
Prime/Other	6.01	Water Distribution and Sanitary Sewage Collection and Transmission Systems
Prime/Other	6.02	Major Water And Sanitary Sewage Pumping Facilities
Prime/Other	6.03	Water and Sanitary Sewage Treatment Plants

Subconsultant:

SUBCONSULTANT	GOAL	SERVICES
Planning and Economics Group, Inc.	N/A	Strategic Advisor

FISCAL IMPACT / FUNDING SOURCE

WASD Operating Revenues

PTP FUNDING: No
GOB FUNDING: No
ARRA FUNDING: No

Sustainable Buildings Ordinance: (Ord. 07-65): This project does not qualify for compliance with the Sustainable Buildings Ordinance.

Total Contract Period: The initial contract term is three (3) years. The County Mayor or County Mayor's designee has the authority to approve two (2) one (1) year options-to-renew.

IG Fee Included In Base Contract: Yes

Art in Public Places: No

Base Contract Amount: $4,500,000

Contingency Allowance (Section 2-8.1 of the Miami-Dade County)

Type	Amount	Percent
Design	$450,000	10%

Total Contract Amount: $4,950,000

Sea Level Rise (Ord. No. 14-79): Arcadis U.S., Inc. may be requested to provide a sea level rise analyses.

TRACK RECORD / MONITOR:

SBD History of Violations: None

Explanation:

On August 25, 2015, a Notice to Professional Consultants was issued under full and open competition. On October 23, 2015, the Clerk of the Board received three (3) proposals in response to this solicitation. (See Exhibit B, as attached)

First-Tier Meeting:
At the First-Tier "Evaluation of Qualifications" meeting held on January 21, 2016, the Competitive Selection Committee reviewed and ranked the three (3) proposals received from Willdan Financial Services, Inc.; Raftelis Financial Consultants, Inc.; and Arcadis U.S., Inc. It was determined that Arcadis U.S., Inc. met the minimum qualifications and demonstrated its relevant experience with the project as required by the Notice to Professional Consultants. The Competitive Selection Committee evaluated and ranked the firms in the order listed below. (See Exhibit C, as attached)

Firm	Total Qualitative Scores	Qualitative Ranking	Final Ordinal Ranking
Arcadis U.S., Inc.	456	3	1
Willdan Financial Services, Inc.	435	6	2
Raftelis Financial Consultants, Inc.	382	9	3

The Competitive Selection Committee by majority vote decided not to hold a Second-Tier (Oral Presentation) meeting and recommended Arcadis U.S., Inc. to the County Mayor or County Mayor's designee for approval to negotiate a contract. The Negotiation Committee was approved by the County Mayor's designee on February 22, 2016. The first negotiations meeting with Arcadis U.S., Inc. was held on February 24, 2016, and the second negotiations meeting concluded on March 1, 2016.

Due diligence was conducted by WASD and the Internal Services Department (ISD) in accordance with ISD 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 Arcadis U.S., Inc.'s responsibility. This information is being provided pursuant to Resolution R-187-12.

Based on the Internal Services Department's CIIS database, Arcadis, U.S., Inc. has forty-two (42) evaluations with an average 4.0 rating out of a possible total 4.0 points for the time period August 2007 through February 2016. (See Exhibit D, as attached)

Submittal Date: 10/23/2015

Estimated Notice to Proceed: 05/02/2016

A/E Company: Arcadis U.S., Inc.

Principal:/Company Qualifier: Leah Richter, P.E.

Email Address: leah.richter@arcadis.com

Company Address: 2332 Galiano Street, Coral Gables, Florida 33134

Years in Business: 18 Years

Previous Experience with the County in the Past Five (5) Years:
According to the Firm History Report provided by the Internal Services Department, Division of Small Business Development, Arcadis U.S., Inc. has been awarded six (6) contracts with Miami-Dade County with a total contract value of $7,251,708. (See Exhibit E, as attached)

Minimum Qualifications Exceed Legal Requirements: Yes

The Prime Consultant's team must have performed bond engineering services for a comparable sized utility of 200,000 customers or greater. The Prime Consultant's team must have experience in water and wastewater planning, major facility design and construction management, and permitting as well as rate studies of a water and wastewater facility that serves 200,000 customers or greater.

The Prime Consultant's team must demonstrate experience providing financial consulting services to medium and large (annual operating revenues between $50 million and $300 million) utility systems. Staff assigned to work on this project should have levels of experience and qualifications in water and sewer or other utilities financial services comparable to those denoted in the scope of services for the rates and fee analysis.

The above expertise must be met by a qualified individual(s) of the Prime Consultant's team. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the project manager level or above in these projects. The determination of the individual's qualifications and compliance with the above experience and qualifications shall be at the sole discretion of the County.

Applicable Wages (Resolution No. R-54-10): **No**

Mandatory Clearing House: **No**

Contract Manager Name/Phone/Email: Patty Palomo/786-552-8040/ Patty.Palomo@miamidade.gov

Project Manager Name/Phone/Email: Francis G. Morris / 786-552-8225/fgreen@miamidade.gov

Background: Pursuant to the Senior Bond Ordinance No. 93-134, Arcadis U.S., Inc. will provide bond consulting services to WASD, including but not limited to: preparing an annual report on the water and sewer utility system before September 1 of each year setting forth recommendations as to any necessary revisions of rates and charges; determining the amount to be deposited in WASD's Renewal and Replacement Funds during the next fiscal year; conducting an annual inspection of approximately one-third of WASD's facilities and providing a written report as to the condition and state of repair of the water and sewer system; holding a minimum of one (1) meeting on an annual basis by June 30 of each year with wholesale customers to include a written and visual presentation in support of costs methodologies and rate calculations; and performing a retail rate study every year.

SIGNATURE PAGE

for

Water and Sewer Rates, Fee Analysis and Bond Engineering Services

Project No. E15-WASD-14
Contract No. 16AUSI001

Jennifer Moon
OMB Director

3/29/16
Date

Approved as to legal sufficiency:

Sarah E. Davis
Assistant County Attorney

3/29/16
Date

Jack Osterholt
Deputy Mayor

3/31/16
Date

EXHIBIT A

Small Business Development Division
Project Worksheet

Project/Contract Title:	WATER AND SEWER RATES, FEE ANALYSIS AND BOND ENGINEERING SERVICES	Received Date:	07/29/2015
Project/Contract No:	E15-WASD-14	Funding Source:	
Department:	WATER AND SEWER	OPERATING REVENUE	
Estimated Cost of Project/Bid:	$4,950,000.00	Resubmittal Date(s):	
Description of Project/Bid:	To establish a Non-Exclusive Professional Services Agreement (PSA) for a Bond Consultant to perform water and sewer rates, fee analysis and bond engineering services.		

Contract Measure Recommendation

Measure	Program	Goal Percent
No Measure	SBE/AE	
No Measure	SBE/GS	

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/A&E)
An analysis of the factors contained in the project package, as well as the factors contained in Implementing Order 3-32 and the responses of certified SBE/A&E firms to the Verification of Availability to Propose process indicates No Measure is appropriate for this contract due to the agreements special requirements. The Prime Consultant and/or Subconsultant(s) selected for this project will be prohibited from executing future agreements with Miami-Dade County for design for WASD for the duration of this Professional Services Agreement.

SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE/GS)
An analysis of Implementing Order 3-41 & Ordinance 14-41, as well as the project package indicates a No Measure appropriate to the SBE/GS portion of this contract.

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

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	SBE/GS			
	SBE/AE			
	Total			

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

DBD80000 v.20160402

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Small Business Development Division

Project Worksheet

Project/Contract Title: WATER AND SEWER RATES, FEE ANALYSIS AND BOND ENGINEERING SERVICES

Received Date: 07/29/2015

Project/Contract No: E15-WASD-14

Funding Source: OPERATING REVENUE

Department: WATER AND SEWER

Resubmittal Date(s):

Estimated Cost of Project/Bid: $4,950,000.00

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____

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

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

No Measure _____ Deferred _____ Selection Factor _____

CWP _____

SBD Director _____ Date 8/4/15

DBDR0080 v.20150402

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EXHIBIT B

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: Water and Sewer Rates, Fee Analysis and Bond Engineering Services
ISD Project No.: E15-WASD-14
Measures: N/A
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 10/23/2015

Submittal No: 1
Prime Name: WILLDAN FINANCIAL SERVICES, INC.
Trade Name:
Prime Local Preference: No
FEIN No.: 330302345

Subs Name	Trade Name	Subs FEIN No.
a. PMA CONSULTANTS, LLC		383327768
b. GHD SERVICES INC.		161229774

Submittal No: 2
Prime Name: RAFTELIS FINANCIAL CONSULTANT, INC
Trade Name:
Prime Local Preference: No
FEIN No.: 201064069

Subs Name	Trade Name	Subs FEIN No.
a. THE WEILER ENGINEERING CORPORATION		650413376
b. SUSTAINABLE MIAMI, INC.		461776577

Submittal No: 3
Prime Name: ARCADIS U.S., INC.
Trade Name: ARCADIS G&M, INC.
Prime Local Preference: Yes
FEIN No.: 570373224

Subs Name	Trade Name	Subs FEIN No.
a. PLANNING AND ECONOMICS GROUP, INC.		650526212

EXHIBIT C

FIRST TIER MEETING
JANUARY 21, 2016
MIAMI-DADE WATER AND SEWER DEPARTMENT
Water and Sewer Rates, Fee Analysis and Bond Engineering Services
ISD PROJECT NO. E15-WASD-14

TABULATION SHEET

COMPETITIVE SELECTION COMMITTEE

	NAME OF FIRM(S)	Francis G. Morales (WASD)	DAVID RIOS (WASD)	Juan Lopez (Port Miami)	Frank Hinojosa (Finance)	Sergio Sandoval (MDAD)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL/ADJUSTED QUALITATIVE POINT	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
1	WILL/DAN FINANCIAL SERVICES														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	46	45	50	42	40	223	45	30	59					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	15	18	16	85	17	11	23					
	3A - Past Performance of the Firms (Max. 20 points)	19	18	15	16	16	84	17	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)		5	5	4	4	23	5	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	3	3	4	20	4	3	5	435				
		93	91	88	83	80									
	Ordinal Scores		2		3	1						10			
	Dropped Scores				3	1						6		2	2
	Adjusted Qualitative Dropped	93				80					262				
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														
2	RAFTELIS FINANCIAL CONSULTANTS, INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	40	30	45	30	187	37	25	50					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	15	20	18	14	83	17	11	22					
	3A - Past Performance of the Firms (Max. 20 points)	15	15	15	17	14	76	15	10	20					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	4	3	22	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	3	3	1	4	3	14	3	2	4	382				
		81	78	71	88	64									
	Ordinal Scores	3			2	3						14			
	Dropped Scores				2	3						9		3	3
	Adjusted Qualitative Dropped				88	64					230				
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														
3	ARCADIS U.S., INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	50	50	46	35	229	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	20	20	17	16	93	19	12	25					
	3A - Past Performance of the Firms (Max. 20 points)	20	20	20	19	17	96	19	13	26					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	1	4	5	16	3	2	4					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	4	3	22	4	3	6	456				
		96	98	96	90	76									
	Ordinal Scores	1			1	2						6			
	Dropped Scores				1	2						3		1	1
	Adjusted Qualitative Droppoed		98			76					282				
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														

Cristina Amores, ISD Non-Voting Chairperson

EXHIBIT D

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PW	E11-PWWM-01 WO: 6	PSA	ARCADIS G&M, INC.	8/14/2014	Grecia Posada	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 11	PSA	ARCADIS G&M, INC.	8/28/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 13	PSA	ARCADIS G&M, INC.	8/28/2014	Brenda Reyes-Osorno	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 3	PSA	ARCADIS G&M, INC.	9/8/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 1	PSA	ARCADIS G&M, INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 14	PSA	ARCADIS G&M, INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 2	PSA	ARCADIS G&M, INC.	10/21/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 4	PSA	ARCADIS G&M, INC.	11/7/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 7	PSA	ARCADIS G&M, INC.	2/4/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 8	PSA	ARCADIS G&M, INC.	2/4/2016	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 17	PSA	ARCADIS G&M, INC.	7/10/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 15	PSA	ARCADIS G&M, INC.	10/2/2015	Grecia Posada	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 16	PSA	ARCADIS G&M, INC.	11/24/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 9	PSA	ARCADIS G&M, INC.	12/8/2015	Brenda Reyes-Osorno	Project conclusion or closeout	3.9
PW	E11-PWWM-01 WO: 5	PSA	ARCADIS G&M, INC.	12/11/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 12	PSA	ARCADIS G&M, INC.	12/16/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 21	PSA	ARCADIS G&M, INC.	2/9/2016	Grecia Posada	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 20	PSA	ARCADIS G&M, INC.	2/9/2016	Grecia Posada	Project conclusion or closeout	4.0
WS	EDP-WS-44	EDP	ARCADIS G&M, INC.	8/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
WS	EDP-WS-44	EDP	ARCADIS G&M, INC.	8/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
SP	EDP-SP-	EDP	ARCADIS G&M, INC.	7/29/2014	Leticia Smith	Completion of	4.0

	SR-2008-039.01					study or design	
WS	EDP-WS-44	EDP	ARCADIS U.S., INC.	6/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
WS	EDP-WS-44	EDP	ARCADIS U.S., INC.	6/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
SP	EDP-SP-SR-2008-039.01	EDP	ARCADIS U.S., INC.	7/29/2014	Leticia Smith	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 6	PSA	ARCADIS U.S., INC.	8/14/2014	Grecia Posada	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 11	PSA	ARCADIS U.S., INC.	8/28/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 13	PSA	ARCADIS U.S., INC.	8/28/2014	Brenda Reyes-Osorno	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 3	PSA	ARCADIS U.S., INC.	9/8/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 1	PSA	ARCADIS U.S., INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 14	PSA	ARCADIS U.S., INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 2	PSA	ARCADIS U.S., INC.	10/21/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 4	PSA	ARCADIS U.S., INC.	11/7/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 7	PSA	ARCADIS U.S., INC.	2/4/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 8	PSA	ARCADIS U.S., INC.	2/4/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 17	PSA	ARCADIS U.S., INC.	7/10/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 15	PSA	ARCADIS U.S., INC.	10/2/2015	Grecia Posada	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 16	PSA	ARCADIS U.S., INC.	11/24/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 9	PSA	ARCADIS U.S., INC.	12/8/2015	Brenda Reyes-Osorno	Project conclusion or closeout	3.9
PW	E11-PWWM-01 WO: 5	PSA	ARCADIS U.S., INC.	12/11/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 12	PSA	ARCADIS U.S., INC.	12/16/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 21	PSA	ARCADIS U.S., INC.	2/9/2016	Grecia Posada	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 20	PSA	ARCADIS U.S., INC.	2/9/2016	Grecia Posada	Project conclusion or closeout	4.0

Evaluation Count: 42 Contractors: 1 Average Evaluation: 4.0

Exit

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EXHIBIT E

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 02/12/2011 To: 02/12/2016

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: ARCADIS U.S., INC.
2332 Galiano Dr, 2nd Fl
Coral Gables, FL 33134-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E11-PWWM-01 BOND ENGINEERING SERVICES (SIC 871)	1	SW	NO MEASURE	06/18/2013	$3,471,600.00
					$3,471,600.00
* EDP-SP-SR-2008-039.01 PORTMIAMI 2035 MASTER PLAN BOND CERTIFICATION	1	SP	NO MEASURE	03/17/2014	$200,000.00
					$200,000.00
EDP-SP-SR-S2013-043 PORTMIAMI CONSULTING ENGINEERING SERVICES	1	SP	NO MEASURE	08/01/2014	$100,000.00
					$100,000.00
EDP-SP-SR-S2013-043-2 PORTMIAMI CONSULTING ENGINEERING SERVICES	1	SP	NO MEASURE	03/23/2015	$100,000.00
					$100,000.00
E14-SEA-01R MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES	1	SP	GOAL CSE 6%	05/05/2015	$3,300,000.00
					$3,300,000.00

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

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 02/12/2011 To: 02/12/2016

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: ARCADIS U.S., INC.
2332 Galiano Dr, 2nd Fl
Coral Gables, FL 33134-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PW-S-20150140 ROAD IMPACT FEE (RIF) MANUAL UPDATE	1	PW	NO MEASURE	10/21/2015	$80,108.00
					$80,108.00

Total Award Amount	$7,251,708.00
Total Change Orders Approved by BCC	$0.00

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

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

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

_____ Statement of social equity 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. 14(A)(6)
4-19-16

RESOLUTION NO. R-329-16

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO ARCADIS U.S., INC. WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED $4,950,000.00 AND A TOTAL CONTRACT TERM OF THREE YEARS WITH TWO ONE-YEAR RENEWAL OPTIONS FOR THE PROVISION OF WATER AND SEWER RATES, FEE ANALYSIS AND BOND ENGINEERING SERVICES, CONTRACT NO. 16AUSI001; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY 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 professional services agreement to Arcadis, U.S., Inc. with a total contract amount not to exceed $4,950,000.00 and a total contract term of three years, with two one-year renewal options for the provision of water and sewer rates, fee analysis and bond engineering services, Contract No. 16AUSI001, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same and exercise the provisions contained therein, including, the termination provision, for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Bruno A. Barreiro** , who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of April, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County 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. SED

Sarah E. Davis

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 ENGINEER:

Name: ARCADIS U.S., INC.
FEIN: 57-0373224
Address: 2332 Galiano Street
Coral Gables, Florida 33134
Phone Number: 305-728-7014
E-mail Address: leah.richter@arcadis-us.com

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

The COUNTY and the ENGINEER agree as set forth herein:

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
ARCADIS U.S., INC.

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THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2016 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and ARCADIS U.S., INC., a Delaware corporation authorized to do business in the State of Florida with offices in Miami-Dade County, (hereinafter referred to as the "ENGINEER" and collectively with the COUNTY, the "Parties").

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER to provide water and sewer rates, fee analysis and bond engineering services (the "Project").

1. DEFINITIONS

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

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.

AGREEMENT: This written AGREEMENT or CONTRACT between the COUNTY and the ENGINEER, including the Appendices and Exhibits attached hereto, all documents incorporated by reference, and all amendments and task authorization(s) to proceed issued by the COUNTY hereunder.

AMENDMENT: A written modification to this AGREEMENT executed by the ENGINEER 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 County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the Charter references in this AGREEMENT, which may be applicable, are posted on the County website www.miamidade.gov. If, after the date of this AGREEMENT, there is any change in applicable laws that increases the services to be provided, or costs or expenses

incurred by the ENGINEER in performing the services on this AGREEMENT, then the ENGINEER compensation otherwise payable under this AGREEMENT may be increased or decreased accordingly by mutual agreement between the parties hereto; however, no increase in compensation hereunder shall be effective unless authorized by the Mayor or the Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

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

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

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

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

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.

DELIVERABLES: All documentation and any items of any nature submitted by the ENGINEER to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

DEPARTMENT: The Miami-Dade Water and Sewer Department ("WASD"), 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 ENGINEER directly engaged by the ENGINEER on the Project, as reported to the United States Internal Revenue Service Department and billed to the COUNTY hereunder on a Multiple of Direct Salaries basis when authorized pursuant to a Task Authorization to Proceed. Personnel directly engaged on the Project by the ENGINEER may include architects, engineers, designers, inspectors, agents, project and document control personnel, administrative personnel, Information Technology personnel, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work-related services and other services pertinent to the Project.

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

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

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

ENGINEER: The firm responsible for the overall coordination of its staff and services to be provided under the AGREEMENT with the COUNTY.

FORCE MAJEURE: Shall mean an inevitable accident or occurrence, as defined herein or an act of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include, but not be limited to: strikes, lockouts, other industrial 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 9 of this AGREEMENT shall be a condition precedent to maintenance of a claim for delay due to force majeure.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the ENGINEER and included in the Section 29 in the Contract.

LUMP SUM: A basis for compensation of the ENGINEER for Services performed.

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

PROFESSIONAL SERVICES: The Scope of Services to be provided by the ENGINEER includes, but is not limited to, services as delineated in Section 3 of this AGREEMENT and hereto as Attachment "A" of the Agreement.

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

PROJECT: Defined in Section 3 of this AGREEMENT.

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

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 ENGINEER to the Director or the Director's designee for approval. The schedule indicates the Project's durations and sequence of key activities of engineering, design and permitting and indicates milestone event dates as required by the Contract.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the ENGINEER'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 ENGINEER in the fulfillment of this AGREEMENT and which are to be compensated to the ENGINEER in addition to the Compensation for Services.

SCOPE OF SERVICES ("PROFESSIONAL SERVICES"): The Scope of Services to be provided by the ENGINEER includes, but is not limited to, the document appended hereto as Attachment "A", which details the Work to be performed by the ENGINEER in Section 3, "Professional Services".

SERVICES: As defined in Section 3 herein.

SMALL BUSINESS ENTERPRISE ("SBE-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 SBE-A/E(s), four

million five hundred thousand dollars ($4,500,000.00) for second tier SBE-A/E(s) in the case of architectural services, or six million dollars ($6,000,000.00) for second tier SBE-A/E(s) in the case of landscape architectural services, engineering, or surveying and mapping services.

STATE: The State of Florida.

SUBCONSULTANT: A person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an agreement with the ENGINEER 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 ENGINEER to perform Work under this AGREEMENT.

TASK SCHEDULE: A schedule to be submitted by the ENGINEER to the Department, together with each proposal for a Task Authorization to Proceed, which contains the commencement and completion date of all relevant activities under the Task. The Task Schedule shall be prepared in accordance with CPM Methodology and shall be subject to the approval of the Department.

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

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

   The ENGINEER shall submit a proposal upon the Director's or the Director's designee's request prior to the issuance of a task authorization to proceed in a form similar to that shown in Attachment "B". At a minimum a proposal must include a cost proposal, including proposed methodology for payment and an estimate of the total fee required to complete the task being authorized. No payment shall be made for the ENGINEER'S time or service in connection with the preparation of any such proposal. The Director or the Director's designee shall confer with the ENGINEER before any task 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 ENGINEER 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 ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for Work completed.

The ENGINEER acknowledges that Task Authorizations to Proceed under this Section shall only be issued by duly authorized employees of the Department.

3. PROFESSIONAL SERVICES: Upon receipt of a task authorization to proceed from the Director or the Director's designee, the ENGINEER agrees to perform professional services in accordance with the negotiated terms of the applicable written task authorization. The scope of services is detailed in the document hereto attached as Attachment "A".

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE ENGINEER: The ENGINEER is, and shall be, in the performance of all Work services and activities under this AGREEMENT, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the Work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the ENGINEER'S sole direction, supervision and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the ENGINEER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The ENGINEER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this AGREEMENT or a work order. The ENGINEER shall supply competent employees. The COUNTY may require the ENGINEER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task authorization to proceed. The ENGINEER shall not replace any employee in the team initially proposed by the ENGINEER without prior approval from the Director or the Director's designee. The ENGINEER shall submit a list of employees intended to be engaged in the Work under this AGREEMENT, including their classification and labor rates, as reported to the Internal Revenue 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. ENGINEER'S RESPONSIBILITIES: In connection with the Professional Services to be rendered pursuant to this AGREEMENT, the ENGINEER agrees to:
   A. Use the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.

B. Maintain an adequate staff of qualified personnel at all times to 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 term of the AGREEMENT and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER but shall be compensated for any Additional Services requested by the Director or the Director's designee.
H. 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.
I. All systems developed by the ENGINEER pursuant to this AGREEMENT shall become the property of the COUNTY.
J. 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 ENGINEER.
K. The COUNTY reserves the right to require background checks on ENGINEER'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 ENGINEER responsible for the security of this data.
L. All ENGINEER'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.

M. The ENGINEER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.

N. The ENGINEER shall consider future impacts of sea level rise and climate change that may be addressed through design considerations.

6. ORGANIZATIONAL CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY:

A. WASD ORGANIZATIONAL CONFLICT OF INTEREST

1) Policy: The COUNTY, through WASD, adopts the provisions of this Section to govern potential conflicts of interest in its procurement of Engineers to implement the Project. 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 Project 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) An organizational conflict of interest is a situation in which an Engineer: (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 engineer's or contractor's proposal or performance) and the ENGINEER 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 ENGINEER 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 ENGINEER in a position to influence the result of the solicitation.

3) Certification of no organizational conflict of interest: The ENGINEER'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 ENGINEER'S certification to the COUNTY that the ENGINEER 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 ENGINEER 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 ENGINEER to execute an express written certification that after diligent inquiry the ENGINEER does not have knowledge of any organizational conflict of interest. The COUNTY may also require the ENGINEER 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 ENGINEER 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 Director the Director's designee 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 ENGINEER'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 Project, 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 Engineer 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 ENGINEER 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 Engineer 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 ENGINEER 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 Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG or COE.

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

7. TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the Work shall commence upon receipt of a written task 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 ENGINEER 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 or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of 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 ENGINEER is delayed in performing any obligation under this AGREEMENT due to a force majeure. The ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any claim or 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 force majeure 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 OR PROJECT MANAGER: John Kersten and Leah Richter, P.E, shall be the Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement of the Principal or Project Manager.

11. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all Work in progress using a format and procedure provided by WASD and in accordance with the Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined in subsections A, B and C 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 ENGINEER'S employees, 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, 2.25 for the ENGINEER'S employees working in COUNTY offices and 1.8 for all Field Employees. Invoicing by the ENGINEER for persons not specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs. Office Employees shall mean personnel that are located in the home offices of the ENGINEER and/or project office, Subconsultant(s), when such home offices provide office space. Field Employees shall mean personnel that are performing duties in the field and not at the central offices at the COUNTY located at 111 N.W. 1 Street, Miami, Florida 33128, 3071 S.W. 38 Avenue, Miami, Florida 33146 and 357 South Lejeune Road, Miami, Florida 33146. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the Work, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Clerical staff is defined to include secretarial, word processing and staff performing administrative functions. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed one hundred ninety-nine dollars and fifty cents ($199.50) per hour for the ENGINEER and Subconsultant(s). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not exceed the following:

Title	Raw Rates
Senior Financial Analysts	$70.00
Chief Technical Specialists	$65.00
Senior Architectural/Engineering Technical Staff (Licensed)	$60.00
Financial Analyst	$50.00
Non-Technical Staff	$45.00
CADD/Civil Support	$30.00
Clerical, Administrative/Clerical 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. Compensation to ENGINEER shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the ENGINEER in this Section. Invoicing by the ENGINEER for services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The

Director shall approve such invoicing only in the event that it is necessary to address unique Project needs.

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 ENGINEER 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 ENGINEER and its Subconsultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind including, but not limited to: insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, customary computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, or clerical work. Nor shall the ENGINEER 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 ENGINEER unless otherwise provided for herein or within a written task authorization to proceed. The ENGINEER shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the ENGINEER, payable to such Subconsultant(s).

6. The ENGINEER shall promptly make all payments to such Subconsultant(s) following receipt by the ENGINEER of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the ENGINEER shall, if requested by the Director or the Director's designee, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation to Subconsultants shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the ENGINEER in Section 11.A.1. above. Invoicing by the ENGINEER for Subconsultant services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only in the event that it is necessary to address unique Project needs.

7. Not To Exceed: Under this compensation, the ENGINEER is compensated for the actual time of personnel engaged directly in performing services under this AGREEMENT. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the task 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 ENGINEER. 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 ENGINEER may be compensated on a direct reimbursement basis for certain Work-related expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director or the Director's designee in writing. Reimbursable expenses typically are not considered the cost of doing day-to-day business and may include:

1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment, 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 ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Section 112.061, Florida Statutes, and the COUNTY's Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director or the Director's designee. For the purposes of this Section, the principal place of business shall be considered the ENGINEER'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by WASD, and the ENGINEER shall submit said records with their invoices.
3) Reimbursable expenses of the ENGINEER and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid.
4) The ENGINEER 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 ENGINEER pursuant to this AGREEMENT shall not exceed four million five hundred thousand dollars ($4,500,000.00), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the ENGINEER. Maximum Compensation may not be increased for the entire duration of the AGREEMENT without approval by the Mayor or Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved 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 ENGINEER after the four million five hundred thousand dollars ($4,500,000.00) 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 ten percent (10%) of the AGREEMENT maximum compensation limit which maximum contingency allowance amount shall be four hundred fifty thousand dollars ($450,000.00). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the ENGINEER. The task authorization to proceed must clearly identify, explain and justify the reason for the additional services. The ENGINEER shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Allowance Account remain the property of the COUNTY.

F. Truth-In-Negotiation Certification of Wage Rates: Attached hereto as Attachment "E" is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes. The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, are accurate, complete and current as of the date of this AGREEMENT. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the Work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the ENGINEER'S payroll at any time during the term of this AGREEMENT.

G. 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 ENGINEER, mutually acceptable to the COUNTY and the ENGINEER, 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 ENGINEER, 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 ENGINEER 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 ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate and/or Reimbursable Expenses:
   1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing the Work completed.
   2) With each invoice, the ENGINEER 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 ENGINEER, including payments to Subconsultant(s). The MUR format is attached as Attachment "F". 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 ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing Work completed.
   2) With each invoice, the ENGINEER shall submit a 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. ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the ENGINEER to the COUNTY, whether under this AGREEMENT or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by the COUNTY to the ENGINEER under this Contract. Such retained amount shall be applied to the amount owed by the ENGINEER to the COUNTY. The ENGINEER shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the ENGINEER for the applicable payment due herein.

14. SCHEDULE OF WORK: WASD shall have the sole right to determine on which units or sections of the Work the ENGINEER shall proceed and in what order. The written task 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.

15. RIGHT OF DECISIONS AND DISPUTE RESOLUTION: This AGREEMENT shall be governed by, and interpreted under, the laws of the State of Florida. All services shall be performed by the ENGINEER to the reasonable 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.

In the event the ENGINEER and the COUNTY are unable to resolve the differences concerning any determination made by staff or any dispute or claim arising under or relating to the AGREEMENT, either the ENGINEER or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The Parties to this AGREEMENT hereby authorize WASD's Director or the Director's designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this AGREEMENT and this decision shall be conclusive, final and binding on the Parties, subject only to the limited right of review specified below. The Parties hereto further agree that, upon timely request under this Section, both ENGINEER and COUNTY are entitled to a hearing before the Director or the Director's designee, at which both ENGINEER and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

If either Party wishes to protest the determination of the Director or the Director's designee, such Party may commence an appeal in a Court of competent jurisdiction solely and exclusively in Miami-Dade County, Florida no later than thirty (30) calendar days from the issuance of the Director or the Director's designee's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Director or the Director's

designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the ENGINEER shall proceed diligently with the performance of the AGREEMENT and in accordance with the Director or the Director's designee's interpretation.

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

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

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

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

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

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

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

19. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the ENGINEER related to this AGREEMENT at any reasonable time and during normal business hours during the performance of the Work included herein and for a period of five (5) years after final payment under this AGREEMENT. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this Section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

20. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as Subconsultant: Planning and Economics Group, Inc. The ENGINEER 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 CBE Subconsultant(s). In addition, the ENGINEER shall not allow the Subconsultant to utilize, assign or transfer Work to others for Work performed under this AGREEMENT without the written consent of the Director or the Director's designee. When applicable and upon receipt of such consent in writing by the Director or the Director's designee, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the Work to be inserted in the pertinent documents or data. Nothing contained in this AGREEMENT shall create any contractual relationship between the COUNTY and the Subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Small Business Enterprise (SBE) Architectural and Engineering program. The COUNTY has determined that a participation SBE goal is not applicable under this AGREEMENT. The ENGINEER 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 "G". 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.

21. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The ENGINEER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the ENGINEER to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment. The ENGINEER agrees to provide the COUNTY with a copy of its dispute resolution process.

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

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

24. 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 ENGINEER 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 ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (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 ENGINEER, elect to employ other persons to perform the same or similar services.

25. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of three (3) years after the date of execution of this AGREEMENT. The AGREEMENT has an option to extend, at the discretion of the County Mayor or Mayor's designee, for two (2) one (1) year options-to-renew. 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 term shall be compensated in accordance with Section 11 herein.

26. DEFAULT: If the ENGINEER fails to comply with the provisions of this AGREEMENT, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. At the Director's discretion, the ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this AGREEMENT, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

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

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

To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract 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 ENGINEER shall pay liabilities and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the ENGINEER'S negligence, recklessness or intentionally wrongful conduct of the ENGINEER or its employees or agents. The ENGINEER expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER 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 ENGINEER in which the COUNTY participated either through review or concurrence of the ENGINEER'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER or Subconsultants under this AGREEMENT.

This Section shall survive expiration or termination of this AGREEMENT.

29. INSURANCE: The ENGINEER, 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 ENGINEER shall maintain insurance coverage during the term of this AGREEMENT which meets the requirements outlined below:

A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work in an amount not less than three hundred thousand dollars ($300,000.00) combined single limit per occurrence for bodily injury and property damage.

B. Professional Liability Insurance in the amount of one million dollars ($1,000,000.00) per claim.

C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than three hundred thousand dollars ($300,000.00) combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.

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

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

1. The companies must be rated no less than "B" as to management and no less than "Class V" as to 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 COUNTY's 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, prior to commencement of the Work.

The ENGINEER shall furnish the certificates of insurance to WASD'S Chief, Intergovernmental Affairs Section, Suite 538-6, 3071 S.W. 38th Avenue, Miami, Florida 33146. The certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 29. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written notice to Miami-Dade County, c/o the Manager of Risk Management Division at 111 N.W. 1 Street, Suite 2401, Miami, Florida 33128.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this AGREEMENT.

30. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

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

1) Ordinance No. 72-82 (Conflict of Interest), as amended;
2) Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this AGREEMENT one of the following with the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152:
   (a) A source of income statement;
   (b) A current certified financial statement; or
   (c) A copy of the ENGINEER'S Current Federal Income Tax Returns.
3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code(if applicable);
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;
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 "H".

B. Furthermore, the ENGINEER 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 R-182-00 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 "I";
7) Miami-Dade County Code of Business Ethics (Article 1, Section 2-8.1(i), and Section 2-11(b)(1)-(6) and (9) of the County Code, and County Ordinance No. 00-1, amending Section 2-11.1(c) of the County Code);
8) Miami-Dade County Family Leave, Article V of Chapter 11 of the County Code;
9) Miami-Dade County Living Wage, Section 2-8.9 of the County Code;
10) Miami-Dade County Domestic Leave and Reporting Affidavit, Article VIII, Section 11A-60 - 11A-67 of the County Code;
11) Required Listing of Subcontractor and Suppliers Contracts Certification, Section 10-34 of the County Code, Attachment "J";
12) False Claims, Ordinance No. 99-152;
13) Fair Subcontracting Policies Certification, Section 2-8.8 of the County Code, Attachment "K"; and
14) Collusion Affidavit, Section 2-8.1.1 and 10-33.1of the County Code, Attachment "L".

31. 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, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

34. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. The ENGINEER 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, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

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

During the performance of this AGREEMENT, the ENGINEER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that all qualified applicants will receive consideration for employment

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

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 ENGINEER 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 ENGINEER 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 ENGINEER, its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with AGREEMENT specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the right to inspect and copy all documents and records in the ENGINEER'S possession, custody or control which, in the IG's sole judgment, pertain to performance of the AGREEMENT, including, but not limited to: original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and AGREEMENT documents, back-change

documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

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

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

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

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

Exception: The above application of one-quarter 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 ENGINEER 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 ENGINEER and COUNTY in connection with this AGREEMENT. The scope of services performed by an IPSIG may include, but is not limited to: monitoring and investigating compliance with Contract Specifications, project cost, and investigating and preventing corruption and fraud.

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

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

37. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY. The ENGINEER shall comply with the State of Florida Public Records Law, Section 119.07, 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 ENGINEER upon termination of the AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the ENGINEER 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 ENGINEER is advised that performance evaluations of the services rendered under this AGREEMENT shall be performed by WASD and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

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 ENGINEER 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 ENGINEER 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 ENGINEER 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 engineer to perform like services for WASD. The ENGINEER shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other ENGINEER 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 ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to such COUNTY property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to COUNTY property. The photo identification badges and associated costs are not reimbursed. Prior to commencing Work at any COUNTY property, the ENGINEER shall meet with a Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project. Subconsultants are also required to comply with the restrictions, and it shall be the responsibility of the ENGINEER to ensure that the Subconsultants comply with security ordinance and all restrictions.

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

49. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or Subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this AGREEMENT or require the termination or cancellation of the Subconsultants' agreements. In addition, a violation by the ENGINEER and/or Subconsultants, or failure to comply with the Administrative Order 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 ENGINEER certifies that the ENGINEER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in Sections 287.135 and 215.473, Florida Statutes. The COUNTY shall have the right to terminate this AGREEMENT for default if the ENGINEER is found to have submitted a false certification or to have been, or is subsequently during the term of the AGREEMENT, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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 ENGINEER. 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 ENGINEER may constitute an additional cost to the COUNTY that would not have been incurred without error. The ENGINEER agrees to be responsible for direct damages to the COUNTY to the extent such damages were caused by the ENGINEER'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 ENGINEER may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The ENGINEER agrees to be responsible for direct damages to the COUNTY to the extent such damages were caused by the ENGINEER'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 ENGINEER shall participate in all negotiations with the contractor related to this Section. Such ENGINEER participation shall be at no additional cost to the COUNTY. Failure by the ENGINEER to participate in the negotiations with the contractor shall constitute a waiver of ENGINEER'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 ENGINEER in this or any other contract the ENGINEER may or will have with the COUNTY up to the amount of the ENGINEER'S insurance deductible. Should the damages incurred by the ENGINEER exceed the ENGINEER'S insurance deductible, the COUNTY shall look to the ENGINEER and the ENGINEER'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this AGREEMENT, the ENGINEER 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 ENGINEER 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 ENGINEER'S indemnification obligations to the COUNTY pursuant to Section 28 of this AGREEMENT, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

(The remainder of 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:

By:_____
Harvey Ruvin
Clerk of the Board

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

By:_____
Carlos A. Gimenez
County Mayor

ATTEST:

By: [signature]
Signature

ROBERT DAOUST, Secretary
Print Name

ARCADIS U.S., INC.
(Corporate Seal)

By: [signature]
Signature

LEAH K. RICHTER, President or Designee
Print Name

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of MARCH 2016, by LEAH RICHTER, as President, and ROBERT DAOUST, as Secretary, of ARCADIS US, INC., a _____, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

[signature]
Notary Public

Lisa Ciacco
Print Name

_____
Serial Number

LISA CIACCO
MY COMMISSION # FF 025526
EXPIRES: June 10, 2017
Bonded Thru Notary Public Underwriters

Approved for Legal Sufficiency:

Sarah Eggleton Davis 3/29/16
Assistant County Attorney

ATTACHMENTS

Attachment A	Scope of Services
Attachment B	Task Authorization to Proceed
Attachment C	Labor Rates/Table of Organization
Attachment D	Conflict of Interest Affidavit
Attachment E	Truth-In-Negotiation Certificate
Attachment F	Monthly Utilization Report
Attachment G	ISD Form #10 Subcontractor Payment Report
Attachment H	Contractor's Due Diligence Affidavit
Attachment I	Affirmation of Vendor Affidavits
Attachment J	ISD Form #7 Subcontracting/Supplier Listing
Attachment K	ISD Form #9 Fair Subcontracting Practices
Attachment L	Collusion Affidavit

ATTACHMENT A

SCOPE OF SERVICES

Miami-Dade Water and Sewer Department (WASD) is one of the largest public utilities in the United States, serving a population of more than 2.6 million. WASD provides direct service to more than 428,000 accounts, wholesale water service to 15 municipalities, and wholesale sewer service to 13 municipalities. WASD requires a qualified consultant to prepare a Rate Study (Study) of WASD's retail and wholesale rates and bond consulting engineering services to act in the capacity of WASD's Consultant pursuant to the Senior Bond Ordinance No. 93-134.

REQUIREMENTS AND SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1: Annual Adequacy of Rates and Charges Report
The ENGINEER shall be responsible for preparing a written annual report on the water and sewer utility system before September 1st of each year. In the Report, the ENGINEER will set forth recommendations as to any necessary revision of rates and charges; determine the amount to be deposited in the renewal and replacement fund during the next fiscal year; and advise and/or make recommendations as appropriate.

Task 2: Annual Bond Consultant Report
The ENGINEER shall conduct an annual inspection of approximately one-third of WASD'S facilities; render a written report as to the condition and state of repair of the water and sewer system; and generate recommendations, approvals and/or certifications in connection with the various sections of the Bond Ordinance before September 1st of each year.

Task 3: Engineering Consultant's Report
The ENGINEER shall issue an Engineering Consultant's Report for inclusion in official statements for water and sewer revenue bond offerings.

Task 4: Annual Wholesale Rate Review and Meeting
The ENGINEER shall annually be tasked with a thorough analysis of Wholesale Customer costs allocations and rate calculations based on actual, projected, proposed, and budgeted costs. On an annual basis, the ENGINEER will perform an analysis and make recommendations regarding: a) True-Up of actual audited costs, including allocations to regional and local costs and b) Proposed wholesale rate calculations and allocations. In addition, on an annual basis, the ENGINEER shall hold a minimum of one meeting by June 30th with Wholesale customers to include a written and visual presentation in support of costs methodologies and rate calculations. The County Project Manager may request additional analysis on an as needed basis.

Task 5 Retail Rate Study
The water and wastewater systems operating revenues streams need to provide sufficient funding for WASD'S costs requirements including reserves. Adequate revenue streams are necessary to operate and maintain both the water and wastewater systems and to maintain strong financial ratios that determine the cost of financing future debt required to fund the Multi-Year Capital Improvement Plan ("MYCIP"). For the past several years, revenues from the water system have been needed to cover shortfalls in wastewater revenue. The water and wastewater tiered rate structures require annual analysis to ensure that the adopted rates and fees allocation is achieving the amount of anticipated revenues through the course of annual rate adjustments. WASD is facing a $13.5 billion capital program, which includes a $1.6 billion Consent Decree Settlement Agreement. Given the magnitude of future capital needs, a review of retail rates and rate structure to fully recover revenue requirements of both the systems is needed.

ATTACHMENT A

SCOPE OF SERVICES

During the term of the AGREEMENT, the ENGINEER, at the sole discretion of WASD, will also provide consulting services for WASD, such as planning; feasibility, vulnerability and risk assessment; process studies; sea level rise analyses; and other relevant studies or tasks, which do not present conflicts of interest relative to the firm's bond consultant duties. In addition, WASD may require services from the ENGINEER which may be related to, but not included in the Scope of Services above.

The ENGINEER and/or Subconsultant under this AGREEMENT will not be allowed to propose or be considered for any design projects for WASD advertised during the term of this AGREEMENT.

ATTACHMENT B - Proposal for Engineering Services Labor Expenses SAMPLE FORM SAMPLE FORM SAMPLE FORM

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

Summary of Direct Expenses

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

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

Summary of Reimbursable Expenses

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

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

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

ATTACHMENT B

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ATTACHMENT C

LABOR RATES
February 2016

ARCADIS Design & Consultancy for natural and built assets

E15-WASD-14 - Water and Sewer Rates, Fee Analysis and Bond Engineering Services

Category Title as Defined in Agreement	Employee Name	Position	Personnel Raw Labor Rate *	Maximum Raw Hourly Rate per Category
Senior Financial Analyst				$70.00
	Raul Torres, PE	Quality Assurance / Quality Control - Financial & Bond, Technical Advisor - P3 Arrangements	$111.09	
	Catherine Mallon, MBA	Technical Advisor - Bond Assurance, Business Arrangements / P3	$99.93	
	John Kersten	Principal	$93.75	
	Richard Campbell	Financial Services and Rate/Fee Analysis Lead	$92.79	
	Howard Greenfield, PE, CVS, FSAVE, LEED AP	Value Engineering	$90.00	
	John Mastracchio, CFA, MBA	Technical Advisor - Rates/Fees Analysis, Bond Offering Assistance, Wholesale / Retail Rate Analysis & Revenue Alignment	$86.54	
	Isabella Schroeder, PE	Rate & Impact Analysis / Projections	$79.15	
	Leah K. Richter, PE	Project Manager	$73.18	
Chief Technical Specialists				$65.00
	Ed Balchon, PE, BCEE	Technical Advisor - Utility Engineering	$114.90	
	Carlton Serrette, PE	Quality Assurance / Quality Control - Engineering	$102.94	
	Greg Osthues, PE	Collection & Distribution Systems	$98.16	
	Joe Husband, PE	Wastewater Treatment	$96.46	
	John (Jack) Kane, PE	Water Treatment	$93.51	
	Shannon Spence, PE	Vulnerability & Risk Assessments	$92.07	
	Celine Hyer, PE	Asset Prioritization, Feasibility Analysis & Planning Studies	$90.51	
Senior A/E Technical Staff (Licensed)				$60.00
	Chris Hill, PE	Water Treatment, Feasibility Analysis & Planning Studies	$86.54	
	Robert French, PE, BCEE	Bond Engineering Services Lead	$85.07	
	Vincent Vilate, PE	Annual Condition Inspections - HVAC	$72.12	
	Ifetayo Venner, PE, LEED AP	Wastewater Treatment	$67.31	
	Errol Dawkins, RA	Annual Condition Inspections - Architectural / Life Safety	$66.59	
	Chris Barlow, PE	Water Treatment	$65.87	
	Renato Vargas, PE	Annual Condition Inspections - Structural	$62.86	
	Chuck Starling, PE	Collection & Distribution Systems	$60.25	
	Jared Stewart, PE	Annual Condition Inspections - Structural	$58.04	
	Christopher Tilman, PE, BCEE	Annual Condition Inspections - Civil	$58.03	
	David Bannett, PE	Collection & Distribution Systems	$57.10	
	Carsten Becker, PE	Annual Condition Inspections - Geotechnical	$55.78	
	Antonio Guillen, PE	Annual Condition Inspections - Mechanical	$53.71	
	Sean Chaparro, PE	Water Treatment	$53.41	
	Tim Ware, PE	Process & Operations Studies	$52.89	
	Gregory Sitomer, PE	Regulatory / Environmental Reviews	$51.39	
	Simone Manzo, PE	Annual Condition Inspections - Structural	$48.05	
	Rodney Miller, PG	Water Supply	$43.42	
	Ted Cogswell, PE	Annual Condition Inspections - Electrical	$43.27	
	Kushala Gowda, PE	Regulatory / Environmental Reviews	$42.24	
	Daniel Stepner, PE	Annual Condition Inspections - Mechanical	$41.67	
Financial Analyst				$50.00
	Lynn Spivey	Funding Assistance	$58.52	
	Carly Foster, CFM AICP	Funding Assistance	$52.00	
	Shireen Abdullah	Rate & Impact Analysis / Projections, Wholesale/Retail Rate Analysis & Revenue Alignment	$45.61	
	Nichole Lynch-Cruz	Document Management & Cost/Schedule Control	$43.39	
	Cindy Eckert, PE	Rate & Impact Analysis / Projections	$42.98	
	Phil Sapone	Rate & Impact Analysis / Projections	$40.87	
	Sharon Simington	Funding Assistance	$26.14	

ATTACHMENT C

LABOR RATES
February 2016

ARCADIS Design & Consultancy for natural and built assets

E16-WASD-14 - Water and Sewer Rates, Fee Analysis and Bond Engineering Services

Category Title as Defined In Agreement	Employee Name	Position	Personnel Raw Labor Rate *	Maximum Raw Hourly Rate per Category
Non-Licensed Technical Staff				$45.00
	Peter Wijsman	*Vulnerability & Risk Assessments*	*$77.31*	
	Robert Daoust	*Related Consulting Services Lead / Sea Level Rise*	*$69.00*	
	Edgar Westerhof	*Sea Level Rise & Resilience*	*$67.31*	
	John Atkinson, PhD	*Sea Level Rise & Resilience*	*$59.90*	
	Ed Lamp	*Asset Prioritization*	*$58.26*	
	Susan Tauro	*Education & Community Outreach*	*$52.89*	
	Scott Lehman, GISP	*Asset Prioritization*	*$47.82*	
	Eric Battle	*Annual Condition Inspections - Electrical*	*$41.42*	
	James Farrell	*Annual Condition Inspections - Civil*	*$38.77*	
	Garth White, EI	*Annual Condition Inspections - Mechanical*	*$38.60*	
	Michael Deloach, EI	*Annual Condition Inspections - Mechanical*	*$34.82*	
	Sara Ferrara	*Asset Prioritization*	*$29.76*	
CADD/Civil Support				$30.00
	Reginald Adams	*Graphics/CADD Support*	*$23.00*	
Administrative/Clerical				$25.00
	Kevin Chung	*Invoice Specialist*	*$26.87*	
	Michele McLemore	*Project Assistant*	*$24.47*	
	Lisa Clacco	*Project Assistant*	*$24.04*	

* Raw labor rates are certified as reported to the Internal Revenue Service.

PLANNING AND ECONOMICS GROUP, INC.

March 2, 2016

Ms. Leah K. Richter, PE
Associate vice President
Arcadis
2332 Galiano Street
2nd Floor
Coral Gables, FL 33134

Subject: Miami-Dade Water and Sewer Department
Water and Sewer Rates, Fee Analysis and bond Engineering Services
Contract – Hourly Rate for Planning and Economics Group

Dear Ms. Richter:

This letter is to confirm that Isabel Gonzalez-Jettinghoff, Principal at Planning and Economics Group has a unit billing rate of $168 per hour. Please let us know if you need additional information from us.

Best regards,

Isabel B Gonzalez-Jettinghoff

Isabel Gonzalez-Jettinghoff
Principal
Planning and Economics Group

PO Box 348040, MIAMI, FL 33234 • TELEPHONE (305) 858-8708

See the end at the beginning

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Team Organization

ARCADIS | Design & Consultancy for natural and built assets

MIAMI-DADE COUNTY

Frances Morris

WATER AND SEWER DEPARTMENT

John Kersten

PRINCIPAL IN CHARGE

Raul Torres, PE
Financial & Bond

Carlton Serrette, PE
Engineering

QUALITY ASSURANCE / QUALITY CONTROL

Isabel Gonzalez-Jettinghoff

STRATEGIC ADVISOR

Leah Richter, PE

PROJECT MANAGER

TECHNICAL ADVISORS

Rates/Fees Analysis	John Mastracchio, PE, CFA
Bond Assurance	Cathy Mallon
Utility Engineering	Ed Balchon, PE, BCEE
P3 Arrangements	Raul Torres, PE
Sea Level Rise	Piet Dircke

Nichole Lynch-Cruz

Document Management & Cost / Schedule Control

Richard Campbell

FINANCIAL SERVICES AND RATE/FEE ANALYSIS

Rate & Impact Analysis / Projections
Isabella Schroeder, PE
Cindy Eckert, PE
Phil Sapone
Shireen Abdullah

Wholesale / Retail Rate Analysis & Revenue Alignment
John Mastracchio, CFA
John Kersten
Shireen Abdullah

Education & Community Outreach
Susan Tauro

Bond Offering Assistance
John Kersten
John Mastracchio, PE, CFA
Leah Richter, PE

Rob French, PE, BCEE

BOND ENGINEERING SERVICES

Annual Condition Inspections

Civil	Chris Tilman, PE, BCEE
Geotechnical	Carsten Becker, PE
Electrical	Ted Cogswell, PE
Mechanical	Dan Stepner, PE
	Antonio Gullen, PE
Structural	Jared Stewart, PE

Collection & Distribution Systems
Greg Osthues, PE
David Bennett, PE, LEED AP
Chuck Starling, PE

Water Treatment
Chris Hill, PE
Jack Kane, PE
Sean Chaparro, PE

Wastewater Treatment
Joe Husband, PE
Ifetayo Venner, PE, LEED AP

Robert Dacust

RELATED CONSULTING SERVICES

Feasibility Analysis & Planning Studies
Chris Hill, PE
Celine Hyer, PE

Process & Operations Studies
Tim Ware, PE
Ifetayo Venner, PE, LEED AP

Vulnerability & Risk Assessments
Shannon Spence, PE
Peter Wilsman

Regulatory / Environmental Reviews
Gregory Sitomer, PE
Kushala Gowda, PE

Value-Added Services

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ATTACHMENT 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: _____ ("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.

NOTICE TO PROCEED

_____
Date

_____
Name of Affiant

_____
Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 201___, 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

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: Water and Sewer Rates, Fee Analysis and Bond Engineering Services

PROJECT NUMBER: E-15 - WASD -14

Before me the undersigned authority appeared Leah Richter (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 Associate Vice President

Date March 24, 2016

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 24 day of March, 2016,

by Leah Richter,
(Authorized Representative)

of Arcadis U.S. 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)

Lisa Ciacco
(Print Name)

Notary Stamp or Seal:

LISA CIACCO
MY COMMISSION # FF 025525
EXPIRES: June 10, 2017
Bonded Thru Notary Public Underwriters

Notary Commission Number: FF 025525
My Commission Expires: 6/10/17

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING
MONTHLY UTILIZATION REPORT

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

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

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

A	REPORTING PERIOD		CONTRACT NAME			CONTRACT NO.	
	FROM:		PROJECT LOCATION			START DATE	
	TO:		USER DEPARTMENT				
	SBE A&E MEASURE		DEPT. PROJ. MGR/CONTACT PERSON		PHONE		FACSIMILE
	SBE G&S MEASURE			CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
				DATE	AGREEMENT AMOUNT		
NAME OF PRIME CONSULTANT							
ADDRESS					SCHEDULED COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED
TELEPHONE		FACSIMILE		EMAIL		PROJECT MANAGER (PRIME CONSULTANT)	
AMOUNT REQUISITIONED THIS PERIOD	$		DATE REQUISITIONED			DID LAST PMT EQUAL REQUISITION AMOUNT?	YES ☐
TOTAL AMOUNT REQUISITIONED TO DATE	$						NO ☐
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)	$		DATE OF LAST PMT BY MDC			IF NO PLEASE EXPLAIN	
TOTAL AMOUNT PAID BY MDC	$		WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?		YES ☐		
					NO ☐		

B — SUBCONSULTANT(s) DATA

NAME OF FIRMS	GOAL % (IF APPLICABLE)	MAKE-UP	DESCRIPTION OF WORK	SIGNED AGREEMENT	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. Within 2 days of MDC payment to Prime? Y/N	AMT PAID TO DATE
				TOTALS:								

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

ATTACHMENT F

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SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING
MONTHLY UTILIZATION REPORT - FINAL ONLY

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

SUBCONSULTANTS

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

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

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____

Sworn before me:

This _____ day of _____, 20____

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department at the time of Final Requisition to SBD.

AUTHORIZED SIGNATURE OF PROJ MGR/CONTACT PERSON _____ PRINT NAME _____ DATE _____

ATTACHMENT G

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90)

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

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

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

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

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

Signature | Print Name and Title | Date

For Departmental Use Only

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

ATTACHMENT H

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; (See Attached)

(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; NONE

(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. NONE

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.: ISD Project No. E15-WASD-14 — Federal Employer Identification Number (FEIN): 57-0373224

Contract Title: Water and Sewer Rates, Fee Analysis and Bond Engineering Services

Leah Richter, PE	Associate Vice President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
ARCADIS U.S., Inc.		October 5, 2015
Name of Firm		Date
2332 Galiano Street, Second Floor, Coral Gables	Florida	33134
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Braward

Subscribed and sworn to (or affirmed) before me this 30th day of, September 2015

by Leah K. Richter He or she is personally known to me ☐ or has produced identification

Type of identification produced a drivers license

Signature of Notary Public — Serial Number #FF032662

Lateasha Heyliger — Print or Stamp of Notary Public — Expiration Date 7/1/2017 — Notary Public Seal

NOTARY PUBLIC STATE OF FLORIDA
LATEASHA D. HEYLIGER
MY COMMISSION #FF032662
EXPIRES July 1, 2017
(407) 398-0153 FloridaNotaryService.com

2/2014

ATTACHMENT I

MIAMI-DADE COUNTY

Miami-Dade County
Internal Services Department
Affirmation of Vendor Affidavits

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

Contract No.: E15 - WASD -14 Federal Employer Identification Number (FEIN): 57-0373224

Contract Title: Water and Sewer Rates, Fee Analysis and Bond Engineering Services

Affidavits and Legislation/ Governing Body

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

Leah Richter, P.E. — Printed Name of Affiant
Associate Vice President — Printed Title of Affiant
Leah Richter — Signature of Affiant

Arcadis, U.S., Inc. — Name of Firm
March 24, 2016 — Date

2332 Gallano Street, Second Floor — Address of Firm
Coral Gables, FL — State
33134 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Broward

Subscribed and sworn to (or affirmed) before me this 24 day of, March 20 16.

by Leah Richter, P.E. He or she is personally known to me ☑ or has produced identification ☐

Type of identification produced

Lisa Ciacco — Signature of Notary Public
Serial Number

Lisa Ciacco — Print or Stamp of Notary Public
6/10/17 — Expiration Date
Notary Public Seal

LISA CIACCO
MY COMMISSION # FF 026526
EXPIRES: June 10, 2017
Bonded Thru Notary Public Underwriters

12/12/2012

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 ARCADIS US, INC. FEIN # 57-0373224

Project/Contract Number E15-WASD-14

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

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

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

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
PLANNING AND ECONOMICS GROUP	ISABEL GONZALEZ - JETTINGHOFF	STRATEGIC ADVISOR		1			1											
1216 PALERMO AVE CORAL GABLES FL 33134																		

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

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Internal Services 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	Leah Richter, P.E.	Associate Vice President	March 24, 2016
	Print Name	Print Title	Date

SUB 100 Rev. 6/12

ATTACHMENT J

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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 Arcadis US, Inc. FEIN # 57-0373224

Project/Contract Number E15-WASD-14

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

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

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

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Arcadis US, Inc.																		
630 Plaza Drive, Highlands Ranch, CO 80129	N/A	Prime	Not Applicable								3117	1712	4017	166	273	312	17	41

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

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Internal Services 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.

Leah K. Richter — Signature of Bidder/Respondent

Leah K. Richter — Print Name

Associate Vice President — Print Title

3/29/2016 — Date

SUB 100 Rev. 6/12

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ATTACHMENT K

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:

Please see attached for a detailed statement of Arcadis U.S., Inc's Policies and Procedures for Subcontracting

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

Signature of Authorized Representative: _____

Title: Associate Vice President Date: March 24, 2016

Proposer's Name: Arcadis, U.S., Inc.

ARCADIS | Design & Consultancy for natural and built assets

Arcadis U.S., Inc.
2332 Galiano Street
Coral Gables
Florida 33324
www.arcadis.com

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of Miami-Dade County Code, ARCADIS U.S., Inc. (ARCADIS) submits the following statement of its policies and procedures for awarding subcontracts:

ARCADIS identifies team members and awards subcontracts as detailed in our proposals. On this specific project, E15-WASD-14, we included one subconsultant on our team:

- Planning and Economics Group, Inc.

ARCADIS considers Miami-Dade County Community Business Enterprise (CBE) goals when subcontracting. Our designated teaming partner is a qualified CBE-firm registered with Miami-Dade County.

Should the need for other subconsultants be identified for this project, ARCADIS will coordinate with and seek approval from the Water and Sewer Department and Miami-Dade County prior to subcontracting with any firm not already identified in our response to the Notice to Professional Consultants for Project E15-WASD-14.

ATTACHMENT L

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Leah Richter (insert name of affiant) who being duly sworn states:

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☒ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____
Signature of Affiant

March 24, 2016 20____
Date

Leah Richter, Associate VP
Printed Name of Affiant and Title

5 / 7 - 0 / 3 / 7 / 3 / 2 / 2 / 4 /
Federal Employer Identification Number

Arcadis U.S., Inc.
Printed Name of Firm

2332 Galiano Street, 2nd Floor,
Coral Gables, FL 33134
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24 day of March, 2016.

He/She is personally known to me or has presented _____ as identification.
Type of identification

Lisa Ciacco
Signature of Notary

FF 025525
Serial Number

Lisa Ciacco
Print or Stamp Name of Notary

June 10, 2017
Expiration Date

Notary Public – State of Florida

LISA CIACCO
MY COMMISSION # FF 025525
EXPIRES: June 10, 2017
Bonded Thru Notary Public Underwriters