OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

Agenda Item No. 8(O)(2)

From: Carlos A. Gimenez, Mayor

Subject: Recommendation for approval to award Non-Exclusive Professional Services Agreement Number 12BLVE003: Project Number E12-WASD-01 to the Black & Veatch Corporation in an amount not to exceed $3.3 million for Bond Consulting Engineering Services

Resolution No. R-1039-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Non-Exclusive Professional Services Agreement Number 12BLVE003: Project Number E12-WASD-01 to Black & Veatch Corporation. The total compensation amount is $3.3 million for a term of three years.

The Black & Veatch Corporation will provide bond consulting engineering services to the Water and Sewer Department (WASD) pursuant to Section 607 of the Senior Bond Ordinance No. 93-134.

Scope of Agenda Item

This agreement has countywide significance as Black & Veatch Corporation will provide bond consulting engineering services to WASD, including but not limited to the following tasks.

- Prepare WASD's 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.
- Determine the amount to be deposited in WASD's Renewal and Replacement Fund during the next fiscal year.
- Conduct a physical inspection of WASD's facilities at least once every three years and provide a written report as to the state of condition and repair of the water and sewer system.
- Generate recommendations, approvals and/or certifications in connection with the various sections of the Senior Bond Ordinance including issuance of an Engineering Consultant's Report for inclusion in official statements for water and sewer revenue bond offerings.

Fiscal Impact/Funding Source

This agreement will be funded by the WASD's Operating Revenue.

Track Record/Monitor

WASD's Assistant Director of Finance, Frances G. Morris will monitor this contract.

The Internal Services Department's CIIS database contains eleven (11) evaluations for Black & Veatch Corporation with an average overall 3.9 rating out of a possible 4 points. According to the Firm History Report provided by Regulatory and Economics Resources Department, Black & Veatch Corporation has been awarded one contract for $3.3 million with Miami-Dade County.

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. This information is being provided pursuant to Resolution R-187-12.

Background

On March 3, 2009, the Board awarded (via Resolution R-205-09) Contract No. E08-WASD-01 to Black & Veatch Corporation, the scope of work was to provide bond consulting engineering services to WASD for a term of three years with a total compensation dollar amount of $3.3 million. Black & Veatch Corporation had been ranked the highest by the County's Competitive Selection Committee for the award.

In 2012, once again, Black & Veatch Corporation has been selected by the County's Competitive Selection Committee as the highest ranking firm to provide bond consulting engineering services to WASD. A Request for Proposals was approved for advertisement on April 2, 2012, and was issued under full and open competition. On May 2, 2012, the Clerk of the Board received only one proposal in response to the advertisement. Pursuant to Section 3.2 of the Notice to Professional Consultants of the solicitation issued, the Internal Services Department conducted an analysis of market availability. The responses received from the analysis indicated that prospective proposers did not respond with proposals because they did not want to be precluded from future WASD design projects as stipulated in the Notice to Professional Consultants. As such, the County's competitive selection process proceeded with only one proposal that was submitted in response to the solicitation.

At the First Tier meeting held on June 7, 2012, the Competitive Selection Committee evaluated and voted to recommend Black & Veatch Corporation to the County Mayor for negotiations of the Professional Services Agreement. The Negotiation Committee was approved on June 12, 2012. One month later the Negotiation Committee met with Black & Veatch Corporation and concluded its second negotiation meeting on July 25, 2012. As such, it is recommended that the contract be awarded to Black & Veatch Corporation.

BUDGET APPROVAL FUNDS AVAILABLE:	**OMB DIRECTOR**	10/2/12 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**ASSISTANT COUNTY ATTORNEY**	9/13/12 **DATE**
	DEPUTY MAYOR/COUNTY MANAGER	10/5/12 **DATE**

MEMORANDUM

(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: December 4, 2012

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

SUBJECT: Agenda Item No. 8(O)(2)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
12-4-12

RESOLUTION NO. R-1039-12

RESOLUTION APPROVING A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NUMBER 12BLVE003: PROJECT NUMBER E12-WASD-01 IN AN AMOUNT NOT TO EXCEED $3.3 MILLION TO BLACK & VEATCH CORPORATION TO PROVIDE BOND CONSULTING ENGINEERING SERVICES; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves this non-exclusive Professional Services Agreement Number 12BLVE003: Project Number E12-WASD-01 in an amount not to exceed $3.3 million to Black & Veatch Corporation to provide Bond Consulting Engineering Services; and authorizing the Mayor or Mayor's designee to execute same and exercise the provisions contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
BLACK & VEATCH CORPORATION

AGREEMENT NO. 12BLVE003

TABLE OF CONTENTS

SECTION		PAGE #
1.	COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED	2
2.	PROFESSIONAL SERVICES	2
3.	ENGINEER'S RESPONSIBILITIES	3
4.	TASK AUTHORIZATION: TIME FOR COMPLETION	4
5.	DELAY IN PERFORMANCE	4
6.	COMPENSATION	5
7.	METHODS OF PAYMENTS	7
8.	CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER	8
9.	SCHEDULE OF WORK	8
10.	RIGHT OF DECISIONS	8
11.	OWNERSHIP OF DOCUMENTS	8
12.	PRESS RELEASE OR OTHER PUBLIC COMMUNICATION	9
13.	NOTICES	9
14.	AUDIT RIGHTS	9
15.	SUBCONSULTANTS	9
16.	PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS	10
17.	WARRANTY	10
18.	TERMINATION OF AGREEMENT	10
19.	DURATION OF AGREEMENT	11
20.	DEFAULT	11
21.	INDEMNIFICATION AND INSURANCE	11
22.	COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS	13
23.	SUSTAINABLE BUILDING PROGRAM	14
24.	PROPRIETARY INFORMATION	14
25.	AFFIRMATIVE ACTION PLAN	15
26.	EQUAL OPPORTUNITY	15
27.	OFFICE OF THE COUNTY INSPECTOR GENERAL	15
28.	INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL	17
29.	PERFORMANCE EVALUATIONS	17
30.	ETHICS COMMISSION	17
31.	ASSIGNMENT OF AGREEMENT	17
32.	ENTIRETY OF REEMENT	18
33.	MODIFICATION	18
34.	GOVERNING LAW	18
35.	SECURITY RESTRICTIONS	18
36.	SANCTIONS FOR CONTRACTUAL VIOLATIONS	18
37.	SEVERABILITY	18

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2012, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and BLACK & VEATCH CORPORATION, a Delaware corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide Bond Consulting Engineering Services - hereinafter referred to as the "Project".

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED: The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as "WASD", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the 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 request prior to the issuance of a task authorization to proceed. No payment shall be made for the ENGINEER's time or service in connection with the preparation of any such proposal. The Director or his designee shall confer with the ENGINEER before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement.

   The Director of WASD, hereinafter referred to as the "Director", or his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the 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.

2. PROFESSIONAL SERVICES: Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of WASD. The services under this Agreement shall be performed by the ENGINEER. Said services include providing bond consulting engineering services to act in the capacity of WASD's consultant pursuant to Sections 508, 607 and 609 of the Senior Bond Ordinance No. 93-134. The ENGINEER shall be responsible for preparing a report on the water and sewer utility system before September 1st of each year, setting forth recommendations as to any necessary revisions of rates and charges; determining the amount to be deposited in the renewal and replacement fund during the next fiscal year; and other advice as appropriate.

Additionally, the ENGINEER shall be responsible for conducting and annual inspection of approximately one-third of WASD's facilities; rendering a written report as to the state of condition and repair of the system; and generating recommendations, approvals and/or certifications in connection with the various sections of the Board Ordinance including issuance of Engineering Consultant's Report for inclusion in the official statements for water and sewer revenue bond offerings. The ENGINEER may also be asked to provide any supportive task ancillary to the primary scope of services.

During the effective term of the agreement, the ENGINEER, at the sole discretion of WASD, also provide consulting services for WASD such as planning, feasibility, vulnerability and risk assessment and process studies, which do not present conflicts of interest relative to the firm's bond consultant duties.

The ENGINEER and/or subconsultant(s) will not be allowed to propose or be considered for any design projects for WASD advertised during the effective term of this Bond Consulting Services Agreement.

3. ENGINEER'S RESPONSIBILITIES: In connection with 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 ensure completion of the work within the term specified in the applicable task order authorization to proceed.
   C. Comply with the federal, state and local laws or ordinance applicable to the work.
   D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
   E. Provide a written report on the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or 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 authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
   G. Confer with the COUNTY at any time during the effective term of the agreement and implementation of improvements for which the 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.
   H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
   I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of WASD. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT.

All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.

J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.

K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.

L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. WASD may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.

M. All consultant staff wishing to gain access to work via the COUNTY network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.

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

4. TASK AUTHORIZATION; 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 order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between WASD and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Internal Services Department shall be notified by WASD to intervene, in an effort to resolve any delays.

5. 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 this Agreement sum or payment or compensation of any kind from the COUNTY 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 this Agreement 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 obligations under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Section, force majeure shall mean an act of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall

include but not be limited to: strikes, lockouts, other industrial disturbances; wars, blockades, acts of public enemies or terrorism, insurrections, riots; federal, state, county and local governmental restraints; military action, civil disturbances, explosions; conditions in federal, state, county and local permits; bid protests, manufacturing and delivery delays; unknown or unanticipated soil, water or ground conditions and cave-ins; and contract default by the COUNTY's other consulting and design engineers and contractors. Provisions of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

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.

6. COMPENSATION: 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. Invoices shall be submitted within 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 below as specified in a written task authorization:

   A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

      1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.8 for office employees, 2.1 for the ENGINEER's employees working in COUNTY offices and 1.8 for all field employees. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. The COUNTY has the right to audit this Agreement. No escalation will be permitted. Office Employees shall mean those whose primary duties are performed in the office of the ENGINEER and or Subconsultant(s). Field Employees shall mean personnel whose primary duties are performed in the field, or outside any of the offices of the ENGINEER and/or Subconsultant(s).
      2) For personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director 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). Principals shall not receive additional compensation for performance of overtime work.
      3) The ENGINEER shall be compensated at the flat rate of $150 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.

B. Lump Sum Fee: The fee for any requested portion of work may, at the option of WASD, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER but will be based on direct salaries times the negotiated multiplier times projected number of hours per employee and anticipated reimbursable expenses. Designated lump sum fees shall be stated in the written authorization to proceed.

C. Reimbursable Expenses: The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his 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 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 that 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. 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) Expenses incurred by the ENGINEER for security clearances and badges required by the Miami-Dade County.
4) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.
5) 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.
6) The ENGINEER shall be required to submit original receipts of all reimbursable expenses for tasks issued on a time and material basis.
7) Reimbursable expenses included in tasks to be compensated on a lump sum basis will be reimbursed as a percentage of completion of the task.
8) Expenses incurred by ENGINEER for an office trailer required to perform services at the project locations. In the event the COUNTY requests the ENGINEER to provide an office trailer, the COUNTY shall reimburse the ENGINEER for expenses associated with the use of the office trailer such as, but not limited to, the lease payments, office furniture and equipment, permitting fees, site preparation fees including installation of utilities, monthly utilities cost, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY.

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed three million dollars ($3,000,000), excluding the

contingency allowance set forth below. No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the basic services Maximum Compensation as stated in Section 6.D. above is permissible to be used by WASD for unforeseen conditions necessitating additional bond consulting engineering services. Before any extra work is begun a task authorization from WASD Director shall be given to the ENGINEER. 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 Contingency Allowance Account remains the property of the COUNTY.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055: 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 prior to issuing a task authorization.

7. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, 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 invoices that do not contain charges that are more than 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. Time and/or Material for Professional Fees and/or Reimbursable Expenses.
   1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular 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 "Monthly Utilization Report" form in accordance with the Department of Sustainability, Planning and Economic Enhancement's, requirements. Invoices shall not be considered valid without said form.
   3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 6.A. and 6.C. hereof, respectively. 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 order authorization to proceed which authorized the services and shall include a status report describing work completed.
2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Sustainability, Planning and Economic Enhancement's 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 billings.
4) Payments shall be calculated on a percentage of work completed, including reimbursable expenses.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: John R. Kersten, and Alejandro Toro, P.E. shall be the ENGINEER'S 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 Principal or Project Manager.

9. 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 order authorization to proceed issued by the Director shall cover in detail the scope, time for completion, and compensation for the engineering services requested in connection with each unit or section of work.

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

11. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, 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 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 of the Florida Statutes.

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

1. 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.

2. 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.

3. 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.

13. 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. 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.

14. 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.

15. SUBCONSULTANTS:
A. The ENGINEER shall utilize the following firm as a subconsultant: Planning and Economics Group, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee and after the Department of Sustainability, Planning and Economic Enhancement's approves the additional 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 his designee. When applicable and upon receipt of such consent in writing by the Director, 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 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 0% on the total amount of compensation for engineering services for the design criteria package authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a "Monthly Utilization Report" on or before the tenth working day following the preceding month or with the monthly invoice.

C. SUBCONTRACTORS – 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) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. The ENGINEER shall provide this information on a COUNTY form prior to the final payment to the ENGINEER.

16. 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.

17. WARRANTY: The ENGINEER 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.

18. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the County Mayor or his designee may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Section 6, 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 (I0) 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.

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 of the 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.

19. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution. Actual completion of the services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

20. 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 such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (I0) 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.

21. INDEMNIFICATION AND INSURANCE: Pursuant to Section 725.08, 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 and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER, its employees, agents, partners, principals or subconsultants and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

The ENGINEER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs,

judgments and attorney's fees which may issue thereon. 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, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

Notwithstanding any provision herein to the contrary, the ENGINEER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which may result from any actions, errors or omissions of the ENGINEER. In reviewing, approving or rejecting any submissions by the ENGINEER or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER and its subconsultants under this Agreement.

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 Internal Services Department. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet 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 $300,000 combined single limit per occurrence for bodily injury and property damage.

B. Professional Liability Insurance in the amount of $1,000,000 per claim.

C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $300,000 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.

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

- The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division; or,

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

The ENGINEER shall furnish certificates of insurance to WASD's Chief of Intergovernmental Affairs Section, Suite 538-5, 3071 S.W. 38th Avenue, Miami, Florida 33146, and prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 21. The certificate shall

indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

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, and the COUNTY shall have the right to inspect the original insurance policies.

22. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to, the list below.

1) Ordinance No. 72-82 (Conflict of Interest), as amended.
2) Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the 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 Return.
3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code;
4) Environmentally Acceptable Packaging, Resolution (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) 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) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list;
8) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
9) Architectural and Engineering Selection Process, Administrative Order 3-39;
10) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
11) Criminal Record, Ordinance No. 94-34;
12) Resolution No. 113-94, Quarterly Reports (Private Sector Work); Independent Private Sector Inspector General (IPSIG); Resolution No. 516-96 and Administrative Order No. 3-20

B. Furthermore, the ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

13

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 Resolution R182-00 amending R-385-95;
5) Miami-Dade County Debarment Disclosure Affidavit, Section 10.38 of the County Code;
6) Miami-Dade County Vendor Obligation to County Affidavit Section 2-8.1 of the County Code;
7) Miami-Dade County Code of Business Ethics (Article 1, Section 2-8.1(i) and 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;
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 8, 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;
12) Fair Subcontracting Policies Certification Section 2-8.8 of the County Code;
13) False Claims, Ordinance No. 99-152;

The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

23. SUSTAINABLE BUILDING PROGRAM: The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager:
   A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
   B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
   C. Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
   D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

24. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by 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 to the COUNTY to use proprietary property, including but not limited, to computer programs or software.

25. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Sustainability, Planning and Economic Enhancement. The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

26. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The 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, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form 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.

27. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust 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 (1/4) of one (1) percent 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 proposals 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 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 (1/4) of one percent 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 Trust; (j) professional service agreements under $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 Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent 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 Trust contracts including, but not limited to, those contracts specifically exempted above.

28. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of Administrative Order 3-20 and 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 are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; 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 (10) ten 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.

29. PERFORMANCE EVALUATIONS: 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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. 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.

36. 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 (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. 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.

37. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

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

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the B

By:_____
County Mayor

ATTEST:

BLACK & VEATCH CORPORATION
A Delaware Corporation

By: Timothy W Triplett (SEAL) By: John M Chevrette (SEAL)

Timothy W. Triplett, Secretary
Print Name

John M. Chevrette, President
Print Name

STATE OF KANSAS
COUNTY OF JOHNSON

Legal Approval Received
8-8-12
9:19 by NJ

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by John M Chevrette, as President and Timothy W Triplett, as Secretary, of Black + Veatch ~~Inc. a~~ Corporation, 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.

Kerri Carlson
Notary Public

1074895
Serial Number

Kerri Carlson
Print Name

Approved for Legal Sufficiency:

_____
Assistant County Attorney

NOTARY PUBLIC
STATE OF KANSAS
KERRI CARLSON
My Appt. Exp. 6/24/2016

19

Project No. E12-WASD-01
Agreement No. 12BLVE003
07/26/2012

"EXHIBIT A"

SEE ATTACHMENT

Miami-Dade County
Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No.: ISD PNE12-WASD-01 **Federal Employer Identification Number (FEIN):** 43-1833073

Contract Title:

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

Joy D. Johnson	Vice President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Black & Veatch		August 30, 2011
Name of Firm		Date
11401 Lamar Avenue, Overland Park	Kansas	66211
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Kansas County of Johnson

Subscribed and sworn to (or affirmed) before me this 30 day of August 20 12.

by Joy D. Johnson He or she is personally known to me ☑ or has produced identification ☐

Type of Identification produced

Lynette G. Vallacqua — Signature of Notary Public

10748944 — Serial Number

Lynette G. Vallacqua 6-12-16 — Print or Stamp of Notary Public / Expiration Date

Notary Public Seal

LYNETTE G. VALLACQUA NOTARY PUBLIC STATE OF KANSAS

7/21/08 A&E

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:

Policy 3.12 - Professional and Consulting Subcontractors

All consultants, contractors, vendors, and visiting clients shall abide by the same code of business conduct as our professionals. The manager responsible for retaining the consultant or hosting the visitor shall ensure that the other parties are aware of our standards of conduct, these corporate policies, and the policies and procedures applicable to the workplace.

Policy 3.05 - Procurement

The Company shall purchase all of its supplies, equipment, materials, and services on the basis of price, quality, and service. All suppliers shall be dealt with fairly, honestly, and openly.

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

Signature of Authorized Representative: _____

Title: Vice President Date: 8/30/12

Proposer's Name: Black & Veatch

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 Black & Veatch Corporation FEIN # 43-1833073

Project/Contract Number ISD PN E12-WASD-01

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, Inc.	Isabel Gonzalez-Jettinghoff	Finance and Planning		X			X				1	1	1		1			
Mailing Address: PO Box 348040, Miami, FL 33234																		

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

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

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

Signature of Bidder/Respondent	Print Name	Print Title	Date
	Lloyd D Johnson	Vice President	8/30/12

SUB 100 Rev. 6/12

Memorandum

To: Mara Austin

From: Sara Leu

Date: **August 16, 2011**

Re: **Contract Award Recommendation for Bond Engineering Services to Black and Veatch Corporation**

Attached for your review and Joe Ruiz' and John Renfrow's signatures is the Contract Award Recommendation for Bond Engineering Services to Black and Veatch Corporation.

Please call me if you have questions.

Attachments

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 Bond Consultant Engineering Services

PROJECT NUMBER E12-WASD-01

Before me the undersigned authority appeared Joy D. Johnson (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.

Joy D. Johnson
(Signature of Authorized Representative)

Title Vice President

Date September 10, 2012

STATE OF: Kansas

COUNTY OF: Johnson

The above certifications/verifications were acknowledged before me this day of 10, 2012

by Joy D. Johnson,
(Authorized Representative)

of Black & Veatch Corporation,
(Name of Corporation, Partnership, etc.)

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

Shelly Campbell
(Signature of Notary)

Notary Stamp or Seal:

Shelly Campbell
(Print Name)

Notary Commission Number: —

My Commission Expires: 2-6-2016

NOTARY PUBLIC STATE OF KANSAS SHELLY CAMPBELL My Appt. Exp. 2-6-2016

CERTIFIED PAYROLL

Name	Title
Angell, Nathaniel	Sr. Analyst
Aristiguieta Pulgar, Francisco	Consultant
Borchers, Michael	Manager
Bui, Ann T	Director
Campbell, Richard L	Director
Chastain Howley, Andrew	Director
Cornel, Shirley	Manager
De Stigter, Jason	Consultant
Dykstra, Jeff	Consultant
Elenbaas, Michael K	Principal Consultant
Franco, Eric	Consultant
Hawkins, Aaron	Sr. Analyst
Jha, Rupa	Consultant
Kersten, John R	Associate Vice President
Kumar, Prabha N	Director
Lauen, Larry	Consultant
Lester, Debbie	Consultant
Liao, Patty	Sr. Analyst
Mire, Arlin	Sr. Analyst
Noll, Dennis	Consultant
Norman, Noelle	Sr. Analyst
Patil, Alok	Sr. Analyst
Powis, Mathew	Manager
Ray, Tammy D	Director
Richman, Brandon	Consultant
Ryall, Robert P	Principal Consultant
Shallberg, David E	Principal Consultant
Toro, Alejandro	Director
Tutmaher, Jacob	Analyst
Williams, William D	Director
Zieburtz Jr., William B	Director
Ziegler, Doug	Consultant

CERTIFIED PAYROLL

Payroll Listing - Miami Dade project

Emp. ID	Emp. Name	Hrly rate
63674	Angell, Nathaniel	34.46
44866	Arecco-Stanco, Margaret	37.66
53614	Aristiguieta Pulgar, Francisco	35.23
36930	Borchers, Michael	58.07
11205	Bui, Ann T	81.40
40858	Campbell, Richard L	74.15
66667	Chastain Howley, Andrew	85.99
46382	Cornel, Shirley	42.88
48713	De Stigter, Jason	35.07
57944	Dykstra, Jeff	34.33
28949	Elenbaas, Michael K	62.93
61551	Etinoff, Alison	34.82
58014	Franco, Eric	37.01
65968	Hawkins, Aaron	37.50
68947	Jha, Rupa	39.90
39015	Kersten, John R	109.75
52438	Ko, Keunjung	37.89
26205	Kumar, Prabha N	75.72
13493	Lauen, Larry	50.43
38167	Lawrence, Cecil	46.63
60915	Lester, Debbie	49.43
65712	Liao, Patty	33.65
50531	Mire, Arlin	28.78
58165	Noll, Dennis	38.26
66342	Norman, Noelle	25.25
65791	Patil, Alok	34.67
53386	Powis, Mathew	34.86
62717	Ray, Tammy D	91.17
56318	Richman, Brandon	33.82
58462	Ryall, Robert P	71.29
13800	Shallberg, David E	58.77
58593	Toro, Alejandro	78.49
66679	Tutmaher, Jacob	24.57
66733	Williams, William D	105.95
19551	Zieburtz Jr., William B	108.17
57779	Ziegler, Doug	32.08

Miami-Dade County

Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No.: ISD PN E12-WASD-01 **Federal Employer Identification Number (FEIN):** 43-1833073

Contract Title:

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

Joy D. Johnson	Vice President	Joy D. Johnson
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Black & Veatch		September 10, 2012
Name of Firm		Date
11401 Lamar Avenue, Overland Park	Kansas	66211
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Kansas County of Johnson

Subscribed and sworn to (or affirmed) before me this 10 day of, September 2012

by Joy D. Johnson He or she is personally known to me ☑ or has produced identification ☐

Type of identification produced

Shelly Campbell
Signature of Notary Public

Serial Number

Shelly Campbell
Print or Stamp of Notary Public

2-6-2016
Expiration Date

Notary Public Seal

SHELLY CAMPBELL NOTARY PUBLIC STATE OF KANSAS

7/21/08 A&E

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 Black & Veatch Corporation FEIN # 43-1833073

Project/Contract Number ISD PN E12-WASD-01

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, Inc.	Isabel Gonzalez-Jettinghoff	Finance and Planning		X			X				1	1	1		1			
Mailing Address: PO Box 348040, Miami, FL 33234																		

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

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

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

Signature of Bidder/Respondent | Joy D. Johnson, Print Name | Vice President, Print Title | September, 10, 2012, Date

SUB 100 Rev. 6/12

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

FAIR SUBCONTRACTING PRACTICES

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

Policy 3.12 - Professional and Consulting Subcontractors

All consultants, contractors, vendors, and visiting clients shall abide by the same code of business conduct as our professionals. The manager responsible for retaining the consultant or hosting the visitor shall ensure that the other parties are aware of our standards of conduct, these corporate policies, and the policies and procedures applicable to the workplace.

Policy 3.05 - Procurement

The Company shall purchase all of its supplies, equipment, materials, and services on the basis of price, quality, and service. All suppliers shall be dealt with fairly, honestly, and openly.

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

Signature of Authorized Representative: _____

Title: Vice President Date: September 10, 2012

Proposer's Name: Black & Veatch

ISD Form No. 9 - 01-31-12

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: N/A To: N/A

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

PRIMES

FIRM NAME: BLACK & VEATCH CORPORATION
1000 NW 57 Ct, Suite 640
Miami, FL 33126-0000

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
E08-WASD-01	1	WS	NO MEASURE	03/03/2009	$3,300,000.00
BOND CONSULTING ENGINEERING SERVICES (SIC 871)					
					$3,300,000.00

Total Award Amount	**$3,300,000.00**
Total Change Orders Approved by BCC	**$0.00**

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

OBDR0212_E

Wednesday, August 8, 2012

Ver: 1

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	E08-WASD-01	PSA	Black & Veatch Corporation	10/4/2010	Sherry Negahban	Project conclusion or closeout	3.8
WS	E08-WASD-01	PSA	Black & Veatch Corporation	2/8/2011	Richard D. Ball	Project conclusion or closeout	4.0
WS	E08-WASD-01	PSA	Black & Veatch Corporation	3/8/2011	Richard D. Ball	Project conclusion or closeout	3.8
WS	E08-WASD-01	PSA	Black & Veatch Corporation	3/15/2011	Richard D. Ball	Project conclusion or closeout	4.0
WS	E08-WASD-01	PSA	Black & Veatch Corporation	6/28/2011	Manuel E Moncholi	Project conclusion or closeout	4.0
WS	E08-WASD-01	PSA	Black & Veatch Corporation	6/30/2011	Richard D. Ball	Project conclusion or closeout	3.2
WS	E08-WASD-01	PSA	Black & Veatch Corporation	7/13/2011	Richard D. Ball	Project conclusion or closeout	4.0
WS	E08-WASD-01	PSA	Black & Veatch Corporation	7/13/2011	Richard D. Ball	Project conclusion or closeout	4.0
WS	E08-WASD-01	PSA	Black & Veatch Corporation	11/15/2011	Ralph Terrero	Completion of study or design	4.0
WS	E08-WASD-01	PSA	Black & Veatch Corporation	12/16/2011	Richard D. Ball	Project conclusion or closeout	4.0
WS	E08-WASD-01	PSA	Black & Veatch Corporation	1/31/2012	Richard D. Ball	Project conclusion or closeout	4.0

Evaluation Count: 11 Contractors: 1 Average Evaluation: 3.9

Exit

Small Business Development Division
Project Worksheet

Project/Contract Title: BOND CONSULTANT ENGINEERING SERVICES (SIC 871) **Received Date:** 02/24/2012

Project/Contract No: E12-WASD-01 **Funding Source:**

Department: WATER & SEWER DEPARTMENT OPERATIONS & MAINTENANCE

Estimated Cost of Project/Bid: $3,000,000.00 **Resubmittal Date(s):**

Description of Project/Bid: To establish a Professional Services Agreement (PSA) requiring professional engineering services from a qualified consultant to act in the capacity of WASD's. The consultant shall be responsible for preparing an Annual Report on the water and sewer utility system before the 1st of each year; setting forth recommendations as to any necessary revision of rates and charges; determining the amount to be deposited in the renewal and replacement fund during the next fiscal year; and other advice as appropriate.

Contract Measure Recommendation

Measure	Program	Goal Percent
No Measure	CBE	

Reasons for Recommendation

This project meets all the criteria set forth in I.O. #3-32, Section V. **SBD attempted to make this PSA a Tier 2 CBE Set-Aside; there are thirteen (13) CBE firms certified in all three Technical Categories as required by the PSA; however, none responded to the "Verification of Availability".

SIC 871 - Architectural and Engineering Services

Technical Category: 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0602-W & S Sewer Sys-Major Water & Sewer Pumping Facili; 0603-W & S Sewer Sys-W & S Sewage Treatment Plant

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	CBE	$0.00		0
	Total	$0.00		

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW RECOMMENDATION

Tier 1 Set Aside **Tier 2 Set Aside**

Set Aside **Level 1** **Level 2** **Level 3**

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

No Measure **Deferred** **Selection Factor**

CWP

VClark 3/5/12

SBD Director Date

DBDR0060 v.20120301

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

BLACK & VEATCH CORPORATION

Filing Information

Document Number	F98000006965
FEI/EIN Number	431833073
Date Filed	12/22/1998
State	DE
Status	ACTIVE

Principal Address

11401 LAMAR
OVERLAND PARK KS 66211

Changed 04/25/2012

Mailing Address

11401 LAMAR
OVERLAND PARK KS 66211

Changed 11/01/2001

Registered Agent Name & Address

C T CORPORATION SYSTEM
% C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Name Changed: 10/25/2004

Address Changed: 10/25/2004

Officer/Director Detail

Name & Address

Title VSD

TRIPLETT, TIMOTHY W
11401 LAMAR
OVERLAND PARK KS 66211

Title PCFO

DANIEL, KAREN L
11401 LAMAR
OVERLAND PARK KS 66211

Title TVP

HOFFMAN, ANGELA L
11401 LAMAR
OVERLAND PARK KS 66211

Title V

REUSS, BRENT M
8520 CLIFF CAMERON DR., STE 350
CHARLOTTE NC 28269

Title VP

STAMM, JEFFREY J
11401 LAMAR
OVERLAND PARK KS 66211

Title VP

SMITH, CURTIS W
201 SOUTH ORANGE AVENUE, SUITE 500
ORLANDO FL 32801

Annual Reports

Report Year	Filed Date
2011	04/07/2011
2011	05/13/2011
2012	04/25/2012

Document Images

04/25/2012 -- ANNUAL REPORT	View image in PDF format
05/13/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
03/15/2007 -- ANNUAL REPORT	View image in PDF format
04/18/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
10/25/2004 -- Reg. Agent Change	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format

04/23/2003 -- ANNUAL REPORT	View image in PDF format
05/08/2002 -- ANNUAL REPORT	View image in PDF format
11/01/2001 -- Reg. Agent Change	View image in PDF format
05/03/2001 -- ANNUAL REPORT	View image in PDF format
05/04/2000 -- ANNUAL REPORT	View image in PDF format
05/12/1999 -- ANNUAL REPORT	View image in PDF format
12/22/1998 -- Foreign Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List Next on List Return To List

Entity Name Search

No Events **No Name History**

Submit

Copyright © and Privacy Policies
State of Florida, Department of State