

Memorandum



Date: September 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(L)(9)

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving Award Recommendation for Professional Services Agreement with EBS Engineering, Inc. for Environmental Cleanup, Compliance and Related Services for Various County Departments- Contract No.: E20-RER-01A.

Executive Summary

This item approves a contract award with EBS Engineering, Inc, Inc. for environmental cleanup, compliance, and related services for Miami-Dade County facilities in an amount not to exceed \$3,300,000.00. This contract award will provide the Department of Regulatory and Economic Resources (“RER”) with environmental consultants that have diverse and specialized expertise, immediately available to perform a variety of environmentally related tasks required of County departments. The cost of services will be charged to the particular projects of the various County departments requiring professional services.

Recommendation

It is recommended that the Board of County Commissioners (the “Board”) approve the attached resolution awarding Contract No. E20-RER-01A for Environmental Cleanup, Compliance and Related Services to EBS Engineering, Inc. in an amount not to exceed \$3,300,000.00 for a term of three years with two one-year options to renew. The Non-Exclusive Professional Services Agreement (“PSA”) has been prepared by the Department of Regulatory and Economic Resources (“RER”) and is attached as Exhibit 1 to the resolution.

Delegation of Authority

The authority of the County Mayor or County Mayor’s designee to execute and implement this contract is consistent with those authorities granted under Section 2-8.1 of the Code of Miami-Dade County (“Code”). Additional delegation of authorities required for this contract are further explained below.

The County Mayor or the County Mayor’s designee has the authority to extend the contract duration, with no increase in the contract amount for two consecutive, one-year periods.

Scope

PROJECT NAME: Environmental Cleanup, Compliance and Related Services for Miami-Dade County Facilities

PROJECT NO: E20-RER-01A

CONTRACT NO: E20-RER-01A

PROJECT DESCRIPTION: The proposed scope of work includes:

- A. Performing environmental assessment and/or rehabilitation and

related tasks, including, but not limited to, drilling, surveying and mapping, and laboratory analytical services at Miami-Dade County owned or operated sites in accordance with Chapter 62-780 of the Florida Administrative Code (“FAC”), Chapter 24 of the Code of Miami-Dade County (the “Code”), and all other applicable regulations.

B. Performing services related to the modification, repair, removal, replacement, installation, and/or abandonment of any underground or aboveground storage systems, and related tasks, necessary for the investigation, prevention or cleanup of contamination, in accordance with Chapters 62-761 and 62-762, FAC, Chapter 24 of the Code and all other applicable regulations.

C. Performing services as design professionals and duties related to construction management for environmentally related construction tasks related to A and B above.

D. Performing other related environmental work not identified above, necessary for investigation or prevention of potential or known contamination, for compliance with applicable regulations, protection of the environment and public health and cleanup of environmental contamination.

PROJECT LOCATION: Countywide
PRIMARY COMMISSION DISTRICT: Various Districts
APPROVAL PATH: Board of County Commissioners
ISD A&E PROJECT NUMBER: E20-RER-01A
USING DEPARTMENT: Multiple
MANAGING DEPARTMENT: Regulatory and Economic Resources

Fiscal Impact/Funding Source

FUNDING SOURCE: Various. The cost of services will be charged to the particular projects of the various County departments requiring professional services. The department requesting the services for the specific project will establish the funding source at the time the work order is issued. No work will be issued under the contract unless the specific user department identifies appropriate budgeted funds. These funds are budgeted in the individual project budgets by the various departments. User departments may include, but not be limited to, Aviation, Water and Sewer, Public Housing and Community Development, Parks Recreation and Open Spaces, Regulatory and Economic Resources, Solid Waste Management and Transportation and Public Works.

OPERATIONS COST IMPACT/FUNDING: This contract is a work order driven PSA for environmental services for cleanup and compliance related tasks. The tasks to be performed are not predetermined but will be authorized based on specific requests for services from various County departments. Based on previous contract usage, the majority of tasks will be related to assessment/remediation of contamination, with no associated asset.

MAINTENANCE COST IMPACT/FUNDING: See above

LIFE EXPECTANCY OF ASSET: See above

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE CODE DESCRIPTION

Prime	10.05	ENVIRONMENTAL ENGINEERING – CONTAMINATION ASSESSMENT AND MONITORING
Prime	10.06	ENVIRONMENTAL ENGINEERING – REMEDIAL ACTION PLAN DESIGN
Prime	10.07	ENVIRONMENTAL ENGINEERING – REMEDIAL ACTION PLAN IMPLEMENTATION/OPERATION/MAINTENANCE
Prime	16.00	GENERAL CIVIL ENGINEER
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	15.01	SURVEYING AND MAPPING – LAND SURVEYING

SUSTAINABLE BUILDINGS ORDINANCE (I.O NO. 8-8):

Did the Notice to Professional Consultants contain specific language requiring compliance with the Sustainable Buildings Program?
 Not applicable

The language in the NTPC stipulates “If Applicable”. This contract is not utilized for building construction, renovations or remodels; major or non-major.

NTPC’S DOWNLOADED: 17

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

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PROPOSALS

RECEIVED: Two

ESTIMATED ORIGINAL CONTRACT PERIOD: 1,095 Days.

TOTAL CONTRACT PERIOD: 1,825 Days. Excludes warranty administration period

CONTINGENCY PERIOD: 110 days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$3,000,000.00 Request to advertise approved for a base estimate amount of \$3,000,000.00. One PSA will be approved at \$3,000,000.00.

BASE CONTRACT AMOUNT: \$3,000,000.00 Plus a \$300,000.00 contingency allowance, if necessary.

OPTION TO EXTEND: **AMOUNT:** \$0.00 **DAYS:** 730 **EXTENSION COMMENT:** The County Mayor or County Mayor's designee has the authority to extend the contract duration with no increase in the contract amount, for two consecutive, one-year periods.

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

TYPE:	PERCENT:	AMOUNT:	COMMENT:
PSA	10%	\$300,000.00	The PSA will have a 10% (\$300,000.00) contingency allowance.

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$3,300,000.00

Track Record/Monitor
SBD HISTORY OF VIOLATIONS: None.

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

EXPLANATION:

On April 2, 2021, a Notice to Professional Consultants (“NTPC”) was issued under a full and open competition. A project briefing meeting was conducted on April 9, 2021.

Two proposals were received by the submittal deadline of May 11, 2021. Because fewer than three firms submitted proposals in response to the solicitation, and in accordance with the requirements of the NTPC, market research was performed by the Small Business Development Division (“SBD”) of the Internal Services Department. On June 20, 2021, the final recommendation of the market research was to proceed with the evaluation of the two proposals.

On June 17, 2021, the SBD determined that BND Engineers, Inc. was non-compliant with Section VIII.D.3 of IO No. 3-32. Consequently, the proposal from BND Engineers, Inc. was not evaluated by the Competitive Selection Committee (the “CSC”). The Compliance Review Memorandum is attached as Exhibit 2 to the resolution.

At the First Tier meeting on August 5, 2021, the CSC: (a) evaluated and ranked EBS Engineering, Inc., the sole responsive proposal submitted, in accordance with the evaluation criteria outlined in the solicitation; (b) determined that EBS Engineering, Inc. met the minimum qualifications and demonstrated its relevant experience as required by the NTPC; and (c) decided by unanimous vote not to hold a Second Tier meeting and to recommend the selection of EBS Engineering, Inc. to the County Mayor for approval to negotiate a contract.

The Negotiation Committee was appointed on August 20, 2021. On October 25, 2021, the Negotiation Committee met with EBS Engineering, Inc., and concluded its negotiations. This is the recommendation to award a PSA to EBS Engineering, Inc.

Based on the Office of Capital Improvements CIIS database, the County has completed 19 evaluations for EBS Engineering, Inc. with an average rating of 3.6 points out of a total 4 possible points.

SUBMITTAL DATE:

May 11, 2021

**ESTIMATED NOTICE
TO PROCEED:**

June 15, 2022

PRIME CONSULTANT: EBS Engineering, Inc.

**COMPANY
PRINCIPAL:** Benjamin S. Essien, P.E.

**COMPANY
QUALIFIERS:** Benjamin S. Essien, P.E.

**COMPANY EMAIL
ADDRESS:** Info@ebsengineering.com

**COMPANY STREET
ADDRESS:** 4715 NW 157th Street, Suite 202

**COMPANY CITY –
STATE – ZIP:** Miami Gardens, FL 33014

YEARS IN BUSINESS: 26

**PREVIOUS
EXPERIENCE WITH
COUNTY IN THE LAST
THREE YEARS:**

According to the Firm History Report, as provided by the Internal Services Department, the contractor has received three A&E contracts with a total value of \$80,000.00 and zero Construction Contracts. No Change Orders were approved by the Board for the A&E contracts.

SUBCONSULTANTS: Ambro, Inc., Premiere Design Solutions, Inc., Advanced Environmental Laboratories, Inc., AEE Environmental, Inc.,

**MINIMUM
QUALITIFICATONS
EXCEEDED LEGAL
REQUIREMENTS:** No

REVIEW COMMITTEE: **MEETING DATE:** July 1, 2020 **SIGNOFF DATE:** July 9,2020

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

REVIEW COMMITTEE ASSIGNED CONTRACT	<u>TYPE GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
	SBE 0.00% Con.	\$0.00	N/A

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

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MEASURES:	SBE 0.00%	\$0.00	N/A
	G&S		
	SBE 100.00%	\$3,300,00.00	A 100% Tier 3 Set-Aside SBE-A&E measure will apply to this agreement.
	A&E		
	DBE 0.00%	\$0.00	N/A
	CWP 0.00%	0	N/A

**MANDATORY
CLEARING HOUSE:** No

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

Julie Balogh 305-372-6813
balogj@miamidade.gov

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

Julie Balogh 305-372-6813
balogj@miamidade.gov

Background

BACKGROUND: The E20-RER-01A PSA is necessary to provide RER with a prequalified environmental consultant, with diverse and specialized expertise, immediately available to perform a variety of environmentally related tasks required of County departments.

**BUDGET APPROVAL
FUNDS AVAILABLE:**

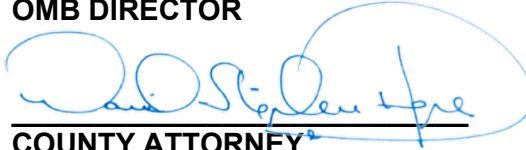


OMB DIRECTOR

AAT


DATE

**APPROVED AS TO
LEGAL
SUFFICIENCY:**



COUNTY ATTORNEY

04/28/2022
DATE



CHIEF OPERATIONS OFFICER

6/15/2022
DATE

CLERK DATE:

DATE



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(9)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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(L)(9)
9-1-22

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT TO EBS ENGINEERING, INC. FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR VARIOUS COUNTY DEPARTMENTS, PROJECT NO. E20-RER-01A, IN AN AMOUNT NOT TO EXCEED \$3,300,000.00 FOR A TERM OF THREE YEARS WITH TWO ONE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN INCLUDING OPTIONS TO RENEW AND CANCELLATION PROVISIONS

WHEREAS, Miami-Dade County (the "County"), requires environmental assessments and/or rehabilitation and related tasks, including but not limited to (i) drilling, (ii) survey and mapping, and (iii) laboratory analytical services; and

WHEREAS, such services are necessary pursuant to chapter 62-780 of the Florida Administrative Code ("FAC"), and chapter 24 of the Code of Miami-Dade County, Fla. (the "Code"); and

WHEREAS, EBS Engineering, Inc. will provide the necessary environmental, compliance, and related services for various County departments; and

WHEREAS, the non-exclusive Professional Services Agreement ("PSA") in substantially the form is attached hereto as Exhibit 1; and

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: (i) approves the award of a non-exclusive PSA to EBS Engineering, Inc., for environmental cleanup, compliance and related services for various County departments, Project No. E20-RER-01A, in an amount not to exceed \$3,300,000.00 for a term of three years with two one-year options to renew (“OTR”); and (ii) authorizes the County Mayor or the County Mayor’s designee to execute the PSA and exercise all other rights contained therein including OTRs and cancellation provisions.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

EXHIBIT 1

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
FOR
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES
FOR MIAMI-DADE COUNTY FACILITIES
PROJECT NO. E20-RER-01A

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between Miami-Dade County, a political subdivision of the State of Florida, (the "COUNTY"), and EBS Engineering, Inc. (the "CONSULTANT").

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with **Environmental Cleanup, Compliance and Related Services for Miami-Dade County Facilities (ISD Project No. E20-RER-01A)**.

ARTICLE ONE

Responsibilities of the COUNTY

- 1.1 The DIRECTOR of the Miami-Dade County Regulatory and Economic Resources ("RER") or his authorized designee (the "DIRECTOR"), will administer the E20-RER-01A Professional Services Agreements on behalf of the County Mayor or County Mayor's designee, the authorized designee of the COUNTY.
- 1.2 The DIRECTOR, upon receipt of request for services from the requesting department's authorized representative (the "USER DEPARTMENT"), will coordinate with and develop the scope of work in conjunction with the USER DEPARTMENT and shall represent the USER DEPARTMENT in communications and negotiations with the CONSULTANT.
- 1.3 The DIRECTOR shall issue written authorization to proceed to the CONSULTANT for each section of the Work to be performed at assigned sites and will be responsible for attempting to distribute the available work among the CONSULTANTS as equitably as possible, at his discretion. In case of emergency, as determined by the COUNTY, the DIRECTOR reserves the right to issue verbal authorization to the CONSULTANT with the understanding that a cost proposal shall be submitted by the CONSULTANT as soon as possible, under no circumstances to exceed thirty (30) days from verbal authorization. The CONSULTANT shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the DIRECTOR for the purposes of this Agreement.
- 1.4 The COUNTY agrees to make available to the CONSULTANT any plans and other data available in the COUNTY records 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 available to the CONSULTANT without guarantee regarding its reliability or accuracy; the CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the Work to be performed pursuant to this Agreement (the "Work").
- 1.5 The DIRECTOR shall confer with the CONSULTANT before any work order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement. The DIRECTOR will schedule regular meetings as

required with the CONSULTANT and provide guidance with respect to the required professional services.

- 1.6 When warranted, environmentally necessary construction may be conducted pursuant to Article 2.1 of this Agreement. The DIRECTOR will be responsible for the use of Miscellaneous Construction Contracts to perform the construction of non-emergency projects or will competitively bid such projects among all qualified contractors utilizing an open, competitive bid process, as appropriate.
- 1.7 Pursuant to Administrative Order ("AO") No. 3-39, the DIRECTOR shall utilize Miami-Dade County's Equitable Distribution Program ("EDP") for work orders within the monetary thresholds established for construction costs and study activities as stipulated in Section 287.055 (2)(g) of the Florida Statutes, as appropriate.

ARTICLE TWO

Responsibilities of the CONSULTANT

- 2.1 The CONSULTANT shall provide environmental assessment, cleanup, compliance and related services on a work order basis which may include, but may not be limited to:
 - A. Performing environmental assessment or rehabilitation and related tasks, including drilling, surveying and mapping and laboratory analytical services, at Miami-Dade County owned or operated sites in accordance with Chapter 62-780 of the Florida Administrative Code ("FAC"), Chapter 24 of the Code of Miami-Dade County, Fla. (the "Code"), and all other applicable regulations and guidance documents.
 - B. Performing services related to the modification, repair, removal, replacement, installation or abandonment of any underground or aboveground storage systems, and any related tasks, necessary for investigation, prevention or cleanup of contamination, in accordance with Chapters 62-761 and 62-762 of FAC, Chapter 24 of the Code, and other applicable regulations and guidance documents.
 - C. Performing services as design criteria professionals and performing duties related to construction management for environmentally necessary construction tasks related to A or B above.
 - D. Performing other related environmental work, not identified above, necessary for investigation or prevention of potential or known contamination, for compliance with applicable regulations, for protection of the environment and the public health and for cleanup of environmental contamination.
- 2.2 The CONSULTANT must accept or decline an assignment within two (2) working days of receipt of an assignment letter from the DIRECTOR.
- 2.3 The CONSULTANT shall communicate, coordinate and receive directives from the DIRECTOR and shall notify the DIRECTOR of any planned meetings or communications with the USER DEPARTMENT that may affect the scope of Work of a project prior to or after issuance of a work order.
- 2.4 The CONSULTANT shall submit a detailed cost proposal upon the DIRECTOR's request, describing the scope of services to be performed with the supporting technical rationale and shall include a scaled, detailed site diagram as applicable, prior to the issuance of a work order. The CONSULTANT shall include in its cost proposals itemized costs for all

labor, equipment and materials, the names of all subcontractors responsible for any portion of the Work, detailed subcontractor quotes itemizing all costs for labor, equipment and materials and timelines or timeframes for the commencement and completion of each phase of Work. In the event that the cost proposal is not submitted within two (2) weeks of the agreed upon timeframe, the DIRECTOR may, at his discretion, reassign the Work to another CONSULTANT.

- 2.5 Upon receipt of authorization to proceed from the DIRECTOR, the CONSULTANT agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable work order, the Miami-Dade County ISD Project No. E20-RER-01A Notice to Professional Consultants, and this Agreement.
- 2.6 The CONSULTANT shall provide notification to the DIRECTOR in the event that a specific timeframe contained in a work order is expected to be exceeded, at least three days prior to exceeding the timeframe. For timeframes or subtasks involving deliverable/activity due dates greater than sixty (60) days, notification shall be provided to the DIRECTOR within fourteen (14) days of the deliverable/activity due date when the deliverable/activity is not expected to be completed within the specified timeframe.
- 2.7 The CONSULTANT agrees to perform the professional services authorized under this Agreement, in accordance with the required Technical Certification categories. When warranted, the CONSULTANT may subcontract services the CONSULTANT is otherwise required to perform, upon authorization by the DIRECTOR. If such services are architectural and/or engineering services, firms providing those services must hold technical certification and be pre-qualified with Miami-Dade County. In the event that the DIRECTOR deems the subcontracting of such services warranted and justifiable, the standard ten percent (10%) markup for those subcontracted services shall not be forfeited by the CONSULTANT.
- 2.8 The CONSULTANT agrees to ensure the quality of the Work performed by the CONSULTANT and by all subcontractors and agrees to guarantee compliance of the Work with all applicable federal, state and local laws, regulations, standards and guidelines.
- 2.9 The CONSULTANT shall prepare and submit deliverables such as Site Assessment Reports, Natural Attenuation Monitoring Plans and Reports, Pilot Test Plans and Reports and Remedial Action Plans in accordance with applicable local and State regulations and guidance documents (Chapter 62-780, FAC and Chapter 24 of the Code). Copies of applicable regulations and guidance documents may be obtained via the internet either from the Florida Department of Environmental Protection's ("FDEP") website (<http://www.dep.state.fl.us/>) or RER's website (<http://www.miamidade.gov/derm/home.asp>). Hard copies of documents will not be accepted. Instead, editable electronic versions of deliverables shall be submitted in their original format (e.g., Word, Excel, AutoCAD).

Deliverables shall be electronically or digitally signed and sealed, as applicable, based on scope, by the Florida registered professional engineer ("PE"), or professional

geologist ("PG"), in accordance with the applicable portions of: (i) Chapter 471, Fla. Stat. and Rule 61G15, FAC, for PEs; and (ii) Chapter 492, F.S. and Rule 61G16, for PGs. The professional certification shall include a statement that applicable portions of the deliverable and associated work comply with standard professional practices, the applicable regulations and guidance documents and any other applicable laws and rules governing the profession. For deliverables pertaining to gas abatement systems, the professional engineer certification shall acknowledge experience in the design, construction, operation, and maintenance of these types of systems and it shall state that the design is protective and will mitigate all hazards associated with the gas buildup.

Deliverables as applicable shall include, but not be limited to, scaled site maps with graphical representation of the scale such as a vicinity map, site map, water table elevation and groundwater flow direction map(s) and separate maps by depth interval for soil and groundwater samples collected and analyzed, depicting the degree and extent of the contamination. Deliverables shall include: (i) sufficient tables necessary to adequately summarize all available data, including well construction details; and (ii) separate tables by medium (i.e., soil, groundwater, surface water, sediment) that list all contaminants detected, their corresponding Cleanup Target Levels, Method Detection Limits, Practical Quantitation Limits, analyses performed and that summarize all available historical and current analytical results. Any sample results submitted or field activities for sampling that do not comply with Chapter 62-160, FAC, Quality Assurance Rule and FDEP's Standard Operating Procedures for Field Activities (DEP-SOP-001/01) effective April 16, 2021, as amended from time to time, shall be clearly identified and justification for variance from these procedures provided. Deliverables pertaining to the design of contamination remediation systems shall incorporate a cost-effective analysis of alternatives to explain the selected remedial approach. These deliverables shall include supporting design calculations and technical and manufacturer specifications for the components of the treatment system. When applicable, design calculations, shall be supported by design or performance data, as provided by manufacturers and product suppliers.

Deliverables as applicable shall include data interpretation, discussion of results and conclusions and recommendations based on the data interpretation (such as Supplemental Site Assessment, No Further Action, No Further Action with Conditions, Monitoring of Natural Attenuation, Risk Assessment or Active Remediation). Graphical interpretations or empirical design calculations are required for the evaluation of pilot test data, as presented in Pilot Test Reports or Remedial Action Plans.

- 2.10 Within five (5) working days of receipt of any written notification from the DIRECTOR regarding the CONSULTANT's non-performance, the CONSULTANT shall provide a written response that clearly explains the issue(s) of concern and includes proposed actions to immediately remedy the situation and a plan to prevent any recurrence of a similar issue. The DIRECTOR may reassign the Work to another CONSULTANT if the proposed action is deemed, at the discretion of the DIRECTOR, to be insufficient or may further recommend termination pursuant to Article Twelve of this Agreement.
- 2.11 In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain at all times an adequate staff of qualified personnel, assigned to perform the Work to ensure the timely submittal of cost proposals and completion of the work as specified in the applicable work order(s), for the duration of the contract.
- B. Determine the most appropriate and cost-effective course of action, in conjunction with the DIRECTOR, in addressing the particular objective.
- C. Include any additional conditions which may be required by the DIRECTOR in the applicable cost proposals.
- D. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the Work and notify the DIRECTOR in writing three (3) days prior to commencing site activities.
- E. On a monthly basis or other frequency established by the DIRECTOR or stipulated in the applicable work order, submit for review and comments by the DIRECTOR status and invoicing reports of the Work's progress and maintain pertinent data, computations, calculations, file review notes, field notes, records, sketches, and other data and Work products open to the inspection of the COUNTY at any time. The right of inspection shall include the right to make copies.
- F. Provide detailed explanations regarding invoices and related documents to the DIRECTOR upon request.
- G. Submit for COUNTY approval the final Work products upon incorporation of any modifications requested by the DIRECTOR during any previous review.
- H. Confer with the DIRECTOR at any time during the further assessment or remediation of any sites for which the CONSULTANT has provided prior assessment, remediation, or other services as to interpretation of data, plans and other documents, correction of errors or omissions and performance of any necessary additional Work.
- I. The CONSULTANT shall not be compensated for the correction of errors or omissions related to the performance of field work or the associated reporting.
- J. Provide to the DIRECTOR on a quarterly basis or upon modification, a certified payroll, as reported to the IRS, for all CONSULTANT employees performing Work under this Agreement which identifies the office location of each employee listed.
- K. Throughout the term of this Agreement, maintain in accordance with generally accepted accounting principles and practices all records directly pertinent to the performance of Work under this Agreement. These records must be made available to the COUNTY upon request, and the COUNTY shall have the right to make copies of such records.
- L. Maintain Technical Certification with the COUNTY in all categories initially required for participation in the selection process, throughout the duration of the contract.
- M. Follow all applicable Occupational Safety and Health Administration ("OSHA") regulations.
- N. Provide for the transportation and disposal of recovered contaminants in a lawful manner. Any transporter of recovered contaminants must be properly licensed and maintain all permits required by federal, state and local laws, as applicable. Additionally, the contaminant disposal facility must be approved by the DIRECTOR prior to disposal of the contaminants.
- O. Not discriminate based on sex, race, creed or national origin with regard to obligations, Work and services performed under this Agreement. The CONSULTANT agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the

Department of Labor Regulations (41 CFR, Part 60).

- P. Provide security and assume responsibility for all of its owned and leased equipment. All risk of loss for the CONSULTANT's owned and leased equipment shall be borne by the CONSULTANT.

ARTICLE THREE
Compensation

- 3.1 The maximum amount payable to the CONSULTANT for the aggregate of all fees and costs during the Agreement's effective term including all extensions under Article Four, shall not exceed \$3,300,000 (this amount includes a Contingency Allowance of ten percent (10%) of the base agreement amount). In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the \$3,000,000 maximum compensation limit of the Agreement has been encumbered, the DIRECTOR shall have the right to authorize performance of the additional services provided the compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or \$300,000. It is understood that any unspent portion of the contingency account is to remain with the COUNTY. NO GUARANTEE IS MADE THAT ANY AMOUNT SHALL IN FACT BE AUTHORIZED BY WORK ORDER FOR PAYMENT TO THE CONSULTANT.
- 3.2 The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees computed in accordance with one or a combination of the methods outlined below, as specifically defined and limited in the applicable work order:
- A. The CONSULTANT shall be compensated for services rendered herein based on the hourly rates provided in Attachment A, *Labor Rates and Labor Categories*, for Management, Professional and Technical Occupational Groups. For the Professional and Technical Occupational Groups, the CONSULTANT shall be compensated for the time of personnel engaged directly in the Work, at the rate provided in Attachment A, times a multiplier of 2.85. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the Work such as overhead, fringe benefits, general and administrative costs (clerical and accounting costs), operating margin and all other costs not covered by reimbursable expenses.
- B. The CONSULTANT shall be compensated for the time of middle and lower level management engaged directly in the Work, at the rates provided in Attachment A, times the multiplier specified in Article 3.2A and shall at no time exceed ten percent (10%) of the total management and professional labor hours, as defined in Attachment A, to perform the Work, except at the direction of the DIRECTOR, on a per task basis as warranted.
- C. The CONSULTANT shall be compensated at the flat rate of \$130 per hour for the time of the Principals engaged directly in the Work and shall not exceed five percent (5%) of the total management and professional labor hours, as defined in Attachment A, to perform the Work, except at the direction of the DIRECTOR. This flat rate shall not be subject to the negotiated multiplier and shall be applied to the authorized time spent by the following Principal(s) on a per task basis as warranted:
1. Benjamin S. Essien
 2. Francisco E. Gomez, Jr.
 - 3.

- D. Upon mutual agreement between the DIRECTOR and the CONSULTANT, the Principals identified above may be substituted, provided the total number of Principals does not exceed the number of Principals listed above.
 - E. When appropriate, as determined by the DIRECTOR, the CONSULTANT may be compensated for services rendered herein based on the *Work Order Template* rates for field and office activities, herein referred to Attachment B, except as outlined in Articles 3.3B, 3.3E and 3.3F of this Agreement. A description of the appropriate use of each template item is presented in ATTACHMENT C, *Template Descriptions and Use*.
 - F. The CONSULTANT shall be compensated for services constituting construction based on the hourly rates specified for applicable construction trades by Section 2-11.16 of the Code, and corresponding Wage and Benefits Schedule, in effect at the time of Work Order issuance under this Agreement, for construction projects estimated at greater than \$100,000. Current wages for applicable construction trades can be found by visiting:
<https://www.miamidade.gov/global/business/smallbusiness/responsible-wages-benefits.page>
 The CONSULTANT shall be compensated for services constituting construction, based on the hourly rates of the Labor Occupational Group provided in Attachment A, for construction Work estimated at less than \$100,000 for the time of personnel engaged directly in the Work, times a multiplier not to exceed 2.85.
 - G. Overtime Work considered necessary and previously authorized by the DIRECTOR in writing shall be compensated at 1.5 times the labor rate normally paid to the employee, for personnel below the level of management, as defined in Attachment A. Overtime is defined as Work in excess of forty (40) hours per week conducted on a specific project.
 - H. As mutually agreed by the DIRECTOR and the CONSULTANT and stated in the written work order, the fee requested for any specifically described portion of Work may be a lump sum amount or be based on time and materials, as appropriate. The CONSULTANT shall include a detailed cost breakdown in its proposal for either lump sum or time and materials projects. The COUNTY reserves the right to request a fee credit when a reduction in the scope of Work has occurred after issuance of a work order. The amount due of invoices submitted shall be calculated by using a schedule of values or payment milestones or applying the percentage of the total Work completed to date to the authorized lump sum, and subtracting any previous payments, as specified in the work order.
- 3.3 The CONSULTANT shall be compensated for certain work-related expenses not covered by fees for professional services, provided such expenditures are previously authorized by the DIRECTOR. Reimbursable expenses may include, but not be limited to, the following:
- A. A mark-up not to exceed ten percent (10%), as mutually agreed during negotiation of a work order, of the actual cost to the CONSULTANT of subconsultant, subcontractor and laboratory fees, for labor and services only. Rates and mark-ups for equipment, materials and supplies are addressed in Article 3.3B of this Agreement.
 - B. Equipment costs, based on the *Equipment Rental Rate Schedule* and *Template Equipment Kit Rate Schedule*, herein referred to as Attachment D. Additional or alternate equipment, material and supplies not included in Attachment D, which are

approved by the DIRECTOR, may be eligible for payment at a negotiated, competitive and fair market price to be included in the applicable work order provided that the CONSULTANT provides the COUNTY with such proof as required by the COUNTY of the actual cost of the equipment or supplies to the CONSULTANT. In such case, a total mark-up not to exceed five percent (5%) of the actual cost of the purchase or rental of the additional or alternate equipment may be applied without further mark-up by the CONSULTANT or any subcontractor at any tier. Purchased equipment shall remain the property of the COUNTY upon Work completion.

- C. The CONSULTANT may be compensated for time in connection with the preparation of a cost proposal and the review of all pertinent files and information, at the compensation rate provided in Attachment B, as appropriate.
- D. In the event that a Health and Safety Plan ("HASP") is required, the CONSULTANT will be compensated at the compensation rate provided in Attachment B. No additional compensation will be authorized for updates to HASPs unless a significant change in scope of work or site conditions has occurred.
- E. Living and traveling expenses of employees and principals on authorized business, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business". For purposes of this Agreement, personnel are assumed to be residents of Miami-Dade County and travel would originate in Miami-Dade County. Costs associated with authorized and necessary vehicular travel within Miami-Dade, Broward and Palm Beach counties will be reimbursed at a rate of \$25 per day. No mark-up shall be allowed for vehicular expenses.
In the event that extenuating circumstances require the services of employees who reside outside of Miami-Dade, Broward or Palm Beach counties, the DIRECTOR may, at his discretion, extend the payment of living and traveling expenses to such employees on authorized business, as limited by AO No. 6-1.
- F. Laboratory, printing and reproduction costs will be reimbursed at the same or lower rates paid by the COUNTY to its vendors. No mark-up shall be allowed for printing, reproduction and mailing services. Printing and mailing costs for the CONSULTANT's coordination and other in-house uses will not be reimbursed.

3.4 The CONSULTANT shall not be compensated for labor and other work-related costs and expenses which exceed the maximum authorized compensation amount of a work order and which were incurred without prior written or verbal authorization from the DIRECTOR. If, during the performance of authorized Work, it becomes apparent that the maximum authorized compensation of a particular work order will not be sufficient to cover the cost of the authorized Work, the CONSULTANT shall immediately notify the DIRECTOR, prior to exceeding the maximum authorized compensation, and submit a detailed estimate of anticipated additional costs. The DIRECTOR may, at his discretion, increase the maximum compensation amount of the work order or elect another course of action, including reassignment of the site to another CONSULTANT, if the anticipated additional costs submitted are deemed, at the discretion of the DIRECTOR, to be unacceptable. In the event of site reassignment, the original CONSULTANT will be compensated only for the completed portions of the authorized Work.

3.5 The CONSULTANT shall not be compensated for labor or other work-related costs or expenses that were not authorized in the work order, without prior written or verbal authorization from the DIRECTOR, even if such labor, costs or expenses do not exceed

the maximum authorized compensation amount of the work order. If, during the performance of the authorized Work, it becomes apparent that the scope of work of a particular work order is no longer appropriate, the CONSULTANT shall immediately notify the DIRECTOR and submit a detailed description of the change in scope of work and an estimate of the resulting change in costs, prior to performing such work.

- 3.6 The CONSULTANT shall not substitute or add a subcontractor to a work order, and shall not be compensated for such substitution or addition, without prior written or verbal authorization from the DIRECTOR.
- 3.7 The CONSULTANT shall not be compensated for costs and expenses associated with the use of funds from Contingency or Allowance Accounts without prior written or verbal authorization from the DIRECTOR.
- 3.8 In accordance with Section 287.055(5)(a), Fla. Stat., the CONSULTANT hereby certifies that wage rates and other factual unit costs and any cost(s) for equipment or supplies are accurate, complete and current as of the date of this Agreement, or of said negotiation, as applicable. It is further agreed that said compensation shall be adjusted to exclude any significant sums by which the COUNTY shall determine that such costs were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within three (3) years from the date of final billing or acceptance of the Work by the COUNTY, whichever is later.
- 3.9 The CONSULTANT shall prepare and submit invoices as detailed below:
 - A. Each invoice must reference the particular work order which authorized the services rendered, must contain a paragraph attesting to the veracity and correctness of the amount due and must be signed by the CONSULTANT's project manager.
 - B. Time and materials invoices must be fully itemized and accompanied by original receipts, timesheets, logs, allowance/contingency account approval letters, or other documentation to support the invoiced amount, as necessary. Lump sum invoices may require the inclusion of all the aforementioned items except timesheets. Invoices that include requests for payment from either allowance or contingency accounts must indicate the amount due for basic services and the amount due from the allowance/contingency account. The cost of services must be calculated in accordance with Article Three of this Agreement. The amount due shall be the sum of the amounts due for all authorized Work performed to date pursuant to work order, less previous payments or retainage. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of invoices or related documents.
 - C. A final invoice must be submitted within thirty (30) days of completion and acceptance of Work performed pursuant to a work order, unless otherwise stipulated.
 - D. Invoices shall be submitted electronically to the USER DEPARTMENT Project Manager, the RER Project Manager and the RER Contract Manager, Julie Balogh (Julie.Balogh@miamidade.gov).

ARTICLE FOUR
Effective Term of the AGREEMENT

- 4.1 This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Article Twelve hereof. The CONSULTANT shall be compensated in accordance with Article Three hereof for the performance of services which are specifically and properly authorized prior to the expiration date of this Agreement but which are completed after the Agreement's effective term.
- 4.2 This Agreement may be extended upon the same terms and conditions by mutual written consent of the parties for two (2) additional periods of one (1) year each with no additional increase in the maximum compensation limit. The County Mayor or County Mayor's designee has the authority to extend the contract duration. The maximum amount payable to the CONSULTANT for the aggregate of all services authorized shall not exceed \$3,300,000.

ARTICLE FIVE
Indemnification

- 5.1 CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including 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 arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. CONSULTANT 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. CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE SIX
Insurance

- 6.1 The CONSULTANT shall furnish to Department of Regulatory & Economic Resources, located as 701 N.W. 1st Court, Miami, FL 33136 Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Chapter 440 of the Florida Statutes.
 - B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude

Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances is CONSULTANT permitted on the Miami-Dade Aviation Department ("MDAD"), Aircraft Operating Airside (A.O.A.) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

- D. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

- E. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

- 6.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

- 6.3 Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Article or under any other portion of this Agreement. The CONSULTANT shall not commence any Work pursuant to this Agreement until all the required insurance coverages have been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

ARTICLE SEVEN

Performance and Payment Bond

- 7.1 Before commencing any construction Work authorized under this Agreement, the CONSULTANT shall execute, record in the public records of the COUNTY and deliver to the DIRECTOR a Public Construction Bond in the form provided in Section 255.05 of the Florida Statutes in an amount not less than the full amount of the Work Order for such project. The surety company providing the bond shall meet the requirements contained herein in Attachment E, Standard Bond requirements. The requirement that the CONSULTANT shall provide this bond is in addition to all other requirements of this Agreement pertaining to indemnification and insurance, and shall not be construed as a limitation on the extent of CONSULTANT's responsibility or liability pursuant to the indemnification and insurance provisions of this Agreement.
- 7.2 At the discretion of the DIRECTOR, and in accordance with Section 255.05(1)(d), Fla. Stat., projects with construction costs estimated at less than \$200,000 may be exempted from bonding requirements.

ARTICLE EIGHT

Professional Independence of the CONSULTANT

- 8.1 It is understood and agreed that the CONSULTANT is not an agent, employee or representative of the COUNTY, nor does it have authority to act on behalf of the COUNTY or any of its agencies. The CONSULTANT is, and shall remain, an independent professional with respect to all services performed under this Agreement. No partnership relationship between the COUNTY and the CONSULTANT is created or intended by this Agreement. No associate or employee of the CONSULTANT shall be deemed to be an employee of the COUNTY for any purpose whatsoever.

ARTICLE NINE

Assignment

- 9.1 This is an Agreement for unique professional services and the CONSULTANT's obligations hereunder are not assignable, except as and to the extent proposed by the CONSULTANT's submittal to the COUNTY during the selection process.
- 9.2 The CONSULTANT shall not otherwise assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this Agreement, or any interest in any portion of same, without the prior written consent of the COUNTY, pursuant to its policy on subcontractor substitution.

ARTICLE TEN

Retainage

- 10.1 The COUNTY reserves the right to establish the amount and application of retainage on a task assignment basis. A maximum of ten percent (10%) from each payment to the CONSULTANT may be retained pending satisfactory completion of a task assignment and approval of all deliverables.

ARTICLE ELEVEN

Compensation for Non-Excusable Delays

- 11.1 At the option of the COUNTY and unless otherwise agreed, compensation due the COUNTY will be assessed against the CONSULTANT due to Non-Excusable Delays for each day the Work exceeds specified deadlines and Liquidated Indirect Costs will be recoverable by the CONSULTANT due to Excusable Compensable Delays for each day the delay causes the Work to exceed specified deadlines. The above shall be determined and detailed in the work order.

ARTICLE TWELVE

Cancellation or Termination

- 12.1 It is expressly understood and agreed that the County Mayor or County Mayor's designee may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification from the County Mayor or County Mayor's designee in which event the COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Article Three, for those units or sections of Work previously authorized. Such payment shall be determined on the basis of the hours or percentage of Work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due.
- 12.2 In the event the CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare the CONSULTANT in default by ten (10) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services. If partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed at the time the DIRECTOR declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of this Article, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

ARTICLE THIRTEEN

Ordinances, Resolutions and Other Requirements

- 13.1 The CONSULTANT agrees to comply with the Code and all applicable statutes, ordinances, resolutions and/or regulations, including but not necessarily limited to the following items. The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the COUNTY that may become effective before the execution by both parties of this Agreement. Copies of the ordinances and resolutions may be picked up at the Office of the Miami-Dade County Clerk of the Board.
- A. Florida Statutes
- Section 119.0701: Contracts; Public Records
 - Section 287.133: Public Entity Crimes
 - Section 287.135: Prohibition against contracting with scrutinized companies
 - Section 448.095: Employment eligibility

B. Code of Miami-Dade County

- Section 2-8.1: Contracts and purchases generally
- Section 2-8.6: Funding of, or County contracts with individuals or entities convicted of a felony during past ten years
- Section 2-8.8: Fair Subcontracting Practices
- Section 2-10.4: Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- Section 2.11.1: Conflict of Interest and Code of Ethics
- Section 2-1076: Office of the Inspector General
- Section 9-72: Sustainable Building Program
- Section 10-33.02: Community Small Business Enterprise Program
- Section 10-34: Listing of Subcontractors Required

C. Implementing Orders

- 3-32: Small Business Enterprise Architecture and Engineering
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting

D. Resolutions

- R-63-14: Contractor Due Diligence Affidavit
- R-185-00: Domestic Violence Leave Requirements are A condition of Award
- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act (ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution R-182-00
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project
- R-828-19: Disclosure of Lawsuits Alleging Discrimination
- R-1011-15: Requiring Vendors to Provide Addresses of Local Offices
- R-1040-93: Affirmative Action Plan Furtherance and Compliance

13.2 The CONSULTANT shall comply with the financial disclosure requirements of Section 2-11.1 of the Code 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 012241, Miami, FL 33101:

- A. A source of income statement; OR
- B. a current certified financial statement; OR
- C. a copy of the CONSULTANT's current Federal Income Tax Return.

13.3 The CONSULTANT shall complete and submit Vendor Affidavits 1 through 13 electronically, by visiting <https://supplier.miamidade.gov>.

ARTICLE FOURTEEN

Affirmative Action and Contract Measures

14.1 Effective June 26, 2014, the Internal Services Department, Procurement Management Services Division, determined that the legislation governing the Affirmative Action Plan ("AAP") **does not require registered and active vendors with Miami-Dade County to**

submit a written AAP. When submitting the vendor registration application to the Procurement Management Services Division, the vendor affirms their compliance with AAP legislation. Refer to Section 2-8.1.5 of the Code.

A written AAP may be required should the COUNTY receive any complaints of discrimination regarding the vendor.

The Vendor Assistance Unit, of the Internal Services Department, Procurement Management Division, is responsible for processing Vendor Registration applications. You may contact the Vendor Assistance Unit at (305) 375-5773 or visit their website at <http://www.miamidade.gov/procurement/vendor-registration.asp>.

- 14.2 In accordance with the Miami-Dade County ISD Project No. E20-RER-01A, Notice to Professional Consultants, the CONSULTANT and any of its professional team must be a Tier 1, 2 or 3 consultant or subconsultant pursuant to Section 2-10.4.01 of the Code, and comply with the COUNTY's Small Business Enterprise ("SBE") Tier 1, 2 or 3 Set-Aside requirements for this Agreement. The provision of non-architectural and engineering services is exempt from the Tier 1, 2 or 3 Set-Aside requirement. Participating SBE firms satisfying the established measures must be certified at the time of proposal submittal and must maintain their SBE certification throughout the duration of the Agreement.
- 14.3 Pursuant to Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, 2-8.9 and 10-34 of the Code, use of the COUNTY's Business Management Workforce System ("BMWS"), web-based system is required for COUNTY contracts. The CONSULTANT is responsible for reporting all payments made to each subconsultant participating on a COUNTY project, and receipt of payments must be confirmed by each subconsultant, via BMWS at <https://mdcsbd.gob2g.com>.
- 14.4 When applicable, and pursuant to Miami-Dade County Implementing Order No. 3-22, as amended, the CONSULTANT is required to comply with all provisions of the Small Business Enterprise Construction Services Program. Questions regarding the program should be directed to the Division of Small Business Development ("SBD") at (305) 375-3111.

ARTICLE FIFTEEN

Paragraph Headings

- 15.1 The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner, affect the scope, meaning or intent of the provisions of this Agreement. No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE SIXTEEN

Audit Rights

- 16.1 The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the Work included herein and for a period of three (3) years after completion of this Agreement. The CONSULTANT agrees to provide copies of any such records upon request by the COUNTY.

ARTICLE SEVENTEEN

Right of Decisions and Dispute Resolution

- 17.1 The DIRECTOR shall have the sole right to determine on which units or sections of the Work the CONSULTANT shall proceed and in what order. Any written work order(s) issued by the DIRECTOR shall cover in detail the scope, time for completion and maximum compensation for the services requested and authorized in connection with each unit or section of Work.
- 17.2 All services shall be performed by the CONSULTANT to the satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The DIRECTOR's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon all parties hereto unless such determination is clearly arbitrary or unreasonable.
- 17.3 The CONSULTANT shall be bound by all determinations or orders and shall promptly comply with every order of the DIRECTOR, including the withdrawal or modification of any previous order and regardless of whether the CONSULTANT agrees with the DIRECTOR's determination or order. Where orders are given orally, they will be issued in writing by the DIRECTOR as soon thereafter as is practicable.
- 17.4 The CONSULTANT must, in the final instance, seek to resolve every difference concerning the Agreement with the DIRECTOR. In the event that the CONSULTANT and the DIRECTOR are unable to resolve their difference, the CONSULTANT may initiate a dispute ("Dispute"), in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.**
- 17.5 In the event of such Dispute, the parties authorize the County Mayor or designee, who may not be the DIRECTOR or anyone associated with this Agreement, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the parties. Any such Dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the Dispute arises.
- 17.6 The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether CONSULTANT's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the Dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such Disputes shall be submitted in writing by the CONSULTANT to the

County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the CONSULTANT. Except as such remedies may be limited or waived elsewhere in the Agreement, CONSULTANT reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

17.7 This Article will survive the termination or expiration of this Agreement.

ARTICLE EIGHTEEN

Ownership of Documents and Information

18.1 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 CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from County. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement.

ARTICLE NINETEEN

Agreement Open to Public

19.1 This Agreement, with its appendices and the documents produced under this Agreement, are public records and are subject to public inspection under Chapter 119 of Florida Statutes (the "Florida Public Records Law"). When the CONSULTANT advises the COUNTY in writing of the sensitive nature of information claimed to be proprietary or otherwise subject to an applicable Public Records Exemption under the Florida Statutes, the COUNTY shall respect the sensitive nature of such proprietary or otherwise exempt information and not reveal such information only to the extent allowed by law.

19.2 The CONSULTANT shall comply with the Florida Public Records Law, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining

public records and transferring, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with the Florida Public Records Law as applicable shall be a material breach of the Agreement, and shall be enforced in accordance with the terms of the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISDVSS@MIAMIDADE.GOV; 111 NW 1ST STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE TWENTY

Subcontracting

- 20.1 The CONSULTANT shall not subcontract any Work under this Agreement without the prior, written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for each separate specialty of the Work to be inserted in the pertinent documents or data. No assignment or transfer of Work will be allowed.

ARTICLE TWENTY-ONE

Warranty

- 21.1 The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or its COUNTY approved subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or its COUNTY approved subconsultants, to accomplish the Work contemplated under the terms of this Agreement. For breach or violation of this warranty, the County Manager shall have the right to cancel this Agreement without liability.

ARTICLE TWENTY-TWO

Notices

- 22.1 Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the DIRECTOR. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to:

Benjamin S. Essien or Francisco E. Gomez, Jr.
4715 NW 157 Street, Suite 202
Miami Gardens, FL 33014

ARTICLE TWENTY-THREE
Miami-Dade County Inspector General
And Independent Private Sector Inspector General

- 23.1 The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any negligent, reckless or intentionally wrongful actions, errors or omissions of the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or subconsultants, the registered professionals (architects and/or engineers) under this Agreement.
- 23.2 According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General ("OIG") which may, on a random basis, perform audits, inspections, and reviews of all County and Public Health Trust (the "Trust") contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the OIG, any and all payments to be made to the CONSULTANT under this contract will be assessed one quarter of one percent (0.25%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The CONSULTANT shall in stating its agreed process 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 contract renewals and extensions.

The OIG is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General 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 Inspector General 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, (bid/proposal) submittals, activities of the (Contractor/Vendor/CONSULTANT), its officers, agents and employees, lobbyists, COUNTY and Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the CONSULTANT shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/CONSULTANT's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, 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, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

1. If this contract is completely or partially terminated, the CONSULTANT shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The CONSULTANT shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/CONSULTANT), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/CONSULTANT) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/CONSULTANT) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to 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 (Contractor/Vendor/CONSULTANT) or third parties.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in AO No. 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 of one percent (0.25%) in any exempted contract at the time of award. The one-quarter of one percent (0.25%) shall not apply to any work order where the funding source prohibits its application, and shall not apply to any work order issued under this contract for work to be performed for any facility owned or operated by MDAD.

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

The attention of the CONSULTANT is hereby directed to the requirements of AO 3-20 and Resolution No. R-516-96, the COUNTY shall have the right but not the obligation to retain the services of an Independent Private Sector Inspector General ("IPSIG") who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the CONSULTANT and County in connection with this contract. 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 CONSULTANT, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to CONSULTANT from an IPSIG, the CONSULTANT shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the CONSULTANT's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, 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.

ARTICLE TWENTY-FOUR
Prompt Payment

- 24.1 It is the policy of Miami-Dade COUNTY that payment for all purchases by COUNTY agencies and the Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Code, the time at which payment shall be due from the COUNTY or Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the COUNTY or Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the COUNTY or Trust.

ARTICLE TWENTY-FIVE
Performance Evaluations

- 25.1 Performance evaluations of the services rendered under this Agreement shall be performed by the USER DEPARTMENT and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

ARTICLE TWENTY-SIX
Sanctions for Contractual Violations

- 26.1 Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Sections 2-10.4.01 and 10-33.02 of the Code, the COUNTY may terminate the contract or require the termination or cancellation of the subconsultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the AO No. 3-39 may result in the imposition of one or more of the sanctions listed in the AO.

ARTICLE TWENTY-SEVEN
Entirety of Agreement

- 27.1 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.
- 27.2 No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.
- 27.3 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.

IN WITNESS WHEREOF, the parties have executed these presents this _____ day of _____, 2022.

ATTEST:
HARVEY RUVIN

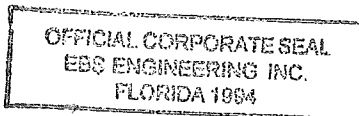
MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor

ATTEST:

(Corporate Seal)



By: (Signature) *Benjamin S. Jessien*
(Name) BENJAMIN S. JESSIEN
(Title) PRESIDENT

By: (Signature) *Francisco Gomez*
(Name) Francisco Gomez
(Title) Project Manager

ATTACHMENT A

ATTACHMENT A - LABOR RATES

OCCUPATIONAL GROUPS	OCCUPATIONAL LEVEL	OCCUPATIONAL TITLE	LABOR RATE**
Manager	Upper Level	Principal - FLAT RATE*	\$130.00
	Middle Level	Project Manager	\$46.33
	Lower Level	Chief Engineer/Geologist/Scientist	\$43.77
Professional	Upper Level	Principal or Senior Engineer/Geologist/Scientist	\$43.52
	Middle Level	Associate Engineer/Geologist/Scientist	\$33.36
	Lower Level	Staff or Field Engineer/Geologist/Scientist	\$26.51
Technical	Upper Level	Foreman/Technician Supervisor/Senior Technician/Draftsperson II	\$28.04
	Middle Level	Technician II/Eng-Geo-Sci Technician/Draftsperson II	\$21.16
	Lower Level	Technician I/Draftsperson I	\$15.17
	Upper Level	Operator III	\$19.69
Labor	Middle Level	Operator II/Laborer III	\$14.16
	Lower Level	Operator I/Laborer II	\$11.03

*Principal compensated at flat rate; multiplier does not apply

**In that the event that Miami-Dade County implements a minimum wage greater than any wage contained herein, said wage shall become the base rate of pay for any job classifications under said minimum wage when effective.

Labor Categories

Occupational Groups	Occupational (Job) Titles	Position Definition	Minimum Qualifications	Typical Job Duties
Upper Level Management	Principal	A partner, officer, or senior executive of an organization whose duties and responsibilities are too diverse and general in nature to be classified.	<ol style="list-style-type: none"> 1. A bachelor's degree from an accredited college or university. 2. Ten years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience. 	<ol style="list-style-type: none"> 1. Negotiate and approve contracts and agreements on behalf of the organization. 2. Formulate and approve organizational policies and financial decisions on the behalf of the organization. 3. Control and coordinate organizational staffing, including hiring, transferring, and firing of personnel on behalf of the organization. 4. Perform a very limited amount (less than 10% of monthly time) of lower level management responsibilities.
Middle Level Management	Project Manager	A manager who plans, coordinates, and directs, usually through subordinate supervisory personnel, all the construction activities and matters of an organization or organization unit.	<ol style="list-style-type: none"> 1. A bachelor's degree from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience. 	<ol style="list-style-type: none"> 1. Oversee many or all of the projects and/or scope of work of an organizational unit. 2. Prepare and approve project budgets, schedules, and financial obligations of an organization or organizational unit. 3. Approve vendor and subcontractor invoices for payment and the use of company equipment and personnel for project objectives. 4. Perform a limited amount (less than 20% of monthly time) of upper level professional and/or upper level professional job responsibilities.
Lower Level Management	Chief Geologist/Engineer/Scientist	One who plans, coordinates, and directs, usually through subordinate supervisory personnel, all of the engineering / geological and hydrogeological / science related activities and matters of an organization or organizational unit.	<ol style="list-style-type: none"> 1. A bachelor's degree from an accredited college or university. 2. Five years of professional experience, three of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience. 	<ol style="list-style-type: none"> 1. Oversee many or all of the projects and/or scope of work of an organizational unit. 2. Prepare and approve project budgets, schedules, and financial obligations of an organization or organizational unit. 3. Approve vendor and subcontractor invoices for payment and the use of company equipment and personnel for project objectives. 4. Perform a limited amount (less than 10% of monthly time) of middle level professional job responsibilities.

Labor Categories

OCCUPATIONAL GROUPS	Occupational (Job) Titles	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Professional	Principal Engineer/ Geologist/ Scientist	One who because of qualifications, experience, and testing is licensed by the State of Florida to represent themselves as an expert in this profession.	<ol style="list-style-type: none"> 1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience. 	<ol style="list-style-type: none"> 1. Serve as project scientific or engineering leader. 2. Assign, supervise and/ or oversee the work activities of other organizational personnel and/or subcontracts and vendors. 3. Review and approve scientific or engineering reports, documents, maps, plans, and/or drawings before submittal to the client and regulatory agencies. 4. Perform a limited amount (less than 20% of monthly time) of middle and lower level management and/or middle and lower level professional job responsibilities.
Upper Level Professional	Senior Engineer/ Geologist/ Scientist	One who performs a variety of engineering work in overseeing the design, construction and installation of structures, mechanical equipment, electrical equipment or chemical plants and systems.	<ol style="list-style-type: none"> 1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience. 	<ol style="list-style-type: none"> 1. Serve as project scientific or engineering leader. 2. Assign, supervise and/ or oversee the work activities of other organizational personnel and /or subcontracts and vendors. 3. Review and approve scientific or engineering reports, documents, maps, plans, and/or drawings before submittal to the client and regulatory agencies. 4. Perform a limited amount (less than 20% of monthly time) of middle and lower level management and/or middle and lower level professional job responsibilities.
Middle Level Professional	Associate Engineer/Geologist/ Scientist	One who performs a variety of engineering work in planning, designing, manufacturing, and installing of equipment and systems or one who performs geological related activities, associated with an area of geological expertise.	<ol style="list-style-type: none"> 1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Five years of professional experience, three of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience. 	<ol style="list-style-type: none"> 1. Supervise and/or oversee technical and/or skilled labor personnel. 2. Tabulate and/or review field data, testing results, or other technical information for review and use by upper level professional personnel. 3. Prepare scientific or engineering reports, documents, maps, plans, and/or drawings for review and use by upper level personnel 4. Perform a limited amount (less than 20% of monthly time) of upper level professional and/or upper level technical responsibilities.

Labor Categories

OCCUPATIONAL GROUPS	Occupational (Job) Titles	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Lower Level Professional	Staff or Field Engineer/Geologist/Scientist	One who performs a variety of engineering / geological related activities associated with their area of expertise, and whose responsibilities are usually assigned by a middle level professional.	<ol style="list-style-type: none"> 1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Up to three years of professional experience which must be in their area of expertise. A postgraduate degree may substitute for two years of experience. 	<ol style="list-style-type: none"> 1. Tabulate; and/or review field data, testing results, or other technical information for review and use by upper level professional personnel. 2. Prepare scientific or engineering reports, documents, maps, plans, and/or drawings for review and use by upper/middle level personnel.
Upper Level Technical	Foreman	An individual who supervises, oversees, and coordinates the activities of other nonprofessional staff concerned with the completion of construction projects.	<ol style="list-style-type: none"> 1. An associate degree from an accredited college or university. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Supervise middle technical, upper and /or middle and/or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.
Upper Level Technical	Technician Supervisor	A technician who supervises, oversees, and coordinates the activities of other nonprofessional staff concerned with the completion of projects.	<ol style="list-style-type: none"> 1. An associate degree from an accredited college or university. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Supervise middle technical, upper and /or middle and/or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.

Labor Categories

OCCUPATIONAL GROUPS	Occupational (Job) Titles	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Technical	Senior Technician	A technician who oversees and conducts various scientific tests and field investigations to obtain data and information for use and analysis by other project personnel.	<ol style="list-style-type: none"> 1. A high school diploma. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Supervise middle technical, upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.
Middle Level Technical	Technician II	A technician who performs routine labor tasks related to on-site installations, maintenance and repair of machinery and equipment.	<ol style="list-style-type: none"> 1. A high school diploma. 2. More than three years of experience in their area of expertise. Completion of a two-year college level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Supervise lower technical, upper and/or middle and/ or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.
Middle Level Technical	Engineer/Geologist/Scientist Technician	A technician who conducts tests and field investigations to obtain engineering /geological/scientific data for use by other project personnel.	<ol style="list-style-type: none"> 1. A high school diploma. 2. More than three years of experience in their area of expertise. Completion of a two-year college level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Supervise lower technical, upper and/or middle and/ or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Middle Level Technical	Drafts Person II	A technician who prepares working plans and detailed drawings from sketches and notes for engineering or scientific purposes. Includes both manual and computer assisted drafting.	<ol style="list-style-type: none"> 1. A high school diploma. 2. More than three years of experience in their area of expertise. Completion of a two-year college level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Supervise lower technical, upper and/or middle and/or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.
Lower Level Technical 44	Technician I	A technician who assists in routine labor tasks related to on-site installations, maintenance and repair of machinery and equipment. Entry level position, under close supervision.	<ol style="list-style-type: none"> 1. A high school diploma. 2. Up to three years of experience in their area of expertise. Completion of a two-year level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Assist and work under the direct supervision of middle level technical and / or professional level personnel. 2. Collect, record, and/or tabulate field data for review and use by upper /middle level technical and/ or professional level personnel. 3. Prepare technical documents, maps, plans, and/or drawings for use by upper / middle level technical and/or professional level personnel.
Lower Level Technical	Drafts Person I	A technician who performs entry to mid-level drafting, such as minor edits to existing working plans and drawings, for engineering or scientific purposes. Includes both manual and computer assisted drafting.	<ol style="list-style-type: none"> 1. A high school diploma. 2. Up to three years of experience in their area of expertise. Completion of a two-year level course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Assist and work under the direct supervision of middle level technical and / or professional level personnel. 2. Collect, record, and/or tabulate field data for review and use by upper /middle level technical and/ or professional level personnel. 3. Prepare technical documents, maps, plans, and/or drawings for use by upper / middle level technical and/or professional level personnel.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Labor	Operator III	A tradesman who operates heavy construction equipment to excavate, move, or grade earth, erect structural or reinforcing steel, pour concrete, or lay asphalt pavement.	<ol style="list-style-type: none"> 1. A high school diploma and / or licensed by the State of Florida in a skilled trade. 2. More than five years of experience in their trade or area of expertise. Completion of a two year college level or apprenticeship course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Install, repair, and/or test field equipment, machinery, or materials. 2. Supervise and/or oversee middle lower level labor personnel. 3. Implement plans and/or drawings that have been approved by professional personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level job responsibilities.
Upper Level Labor	Electrician	A tradesman who installs, maintains, and repairs electrical wiring, equipment, and fixtures. Ensures work is completed according to relevant codes.	<ol style="list-style-type: none"> 1. A high school diploma and / or licensed by the State of Florida in a skilled trade. 2. More than five years of experience in their trade or area of expertise. Completion of a two year college level or apprenticeship course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Install, repair, and/or test field equipment, machinery, or materials. 2. Supervise and/or oversee middle lower level labor personnel. 3. Implement plans and/or drawings that have been approved by professional personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level job responsibilities.
Middle Level Labor	Operator II	A tradesman who operates light to heavy weight construction equipment such as front loaders and backhoes to excavate, move, or load earth, gravel, or similar materials.	<ol style="list-style-type: none"> 1. A high school diploma. 2. More than three years of experience in their trade or area of expertise. Completion of a two-year college level or apprenticeship course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Install, repair, and/or test field equipment, machinery, or materials. 2. Assist and/or work under the direct supervision of upper level labor personnel. 3. Perform a limited amount (less than 20% of monthly time) of lower level job responsibilities. 4. Supervise and/or oversee lower level labor personnel.
Middle Level Labor	Laborer III	A worker who performs manual labor and /or may install, repair, and/or test field equipment, machinery, or materials.	<ol style="list-style-type: none"> 1. A high school diploma. 2. More than three years of experience in their trade or area of expertise. Completion of a two-year college level or apprenticeship course of study may substitute for one year of experience. 	<ol style="list-style-type: none"> 1. Install, repair, and/or test field equipment, machinery, or materials. 2. Assist and/or work under the direct supervision of upper level labor personnel. 3. Perform a limited amount (less than 20% of monthly time) of lower level job responsibilities. 4. Supervise and/or oversee lower level labor personnel.

Labor Categories

Lower Level Labor	Operator I	A tradesman who operates light weight construction equipment such as front loaders and backhoes to excavate, move, or load earth, gravel, or similar materials.	<ol style="list-style-type: none"> 1. No minimum education requirement. 2. Related work experience as required by employer. 	<ol style="list-style-type: none"> 1. Assist and/or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and/or clean-up work. 3. Operate hand tools, machinery and/or light equipment and/or light vehicles.
Lower Level Labor	Laborer II	A worker who performs manual labor and may operate hand tools, machinery and / or light equipment and/or light vehicles.	<ol style="list-style-type: none"> 1. No minimum education requirement. 2. Related work experience as required by employer. 	<ol style="list-style-type: none"> 1. Assist and/or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and/or clean-up work. 3. Operate hand tools, machinery and/or light equipment and/or light vehicles.
Lower Level Labor	Laborer I	A worker who moves or carries materials or goods manually. Performs a variety of tasks involving the manual movement of objects, tools, or goods.	<ol style="list-style-type: none"> 1. No minimum education requirement. 2. Related work experience as required by employer. 	<ol style="list-style-type: none"> 1. Assist and/or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and/or clean-up work. 3. Operate hand tools, machinery and/or light equipment and/or light vehicles.

ATTACHMENT B

Work Order Template

First Event

Date: 09/27/21 MDC Project Mgr: _____
 Case/File #: _____ Site Name: _____
 Contractor Name: _____

Work Description:

Template	Comments / Notes	Allowed Cost	Original		Change		Template Total Cost
			Number of Items	Item Cost	Change Amount	Change Costs	
Section A: Packaged Work Scopes							
1	Pumping Test or Multi-phase Pilot Test (using in-house personnel)	\$2,876.40		\$0.00		\$0.00	\$0.00
2	Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)	\$2,686.95		\$0.00		\$0.00	\$0.00
3	Monthly O&M Visit	\$1,000.33		\$0.00		\$0.00	\$0.00
Section A Subtotals:				\$0.00		\$0.00	\$0.00
Section B: Office Activities, Part I							
1	Proposal Preparation	\$643.37		\$0.00		\$0.00	\$0.00
2	File Review	\$699.82		\$0.00		\$0.00	\$0.00
3	Permits	\$876.65		\$0.00		\$0.00	\$0.00
4	Site Health & Safety Plan	\$410.09		\$0.00		\$0.00	\$0.00
Section B Subtotals:				\$0.00		\$0.00	\$0.00
Section C: Field Activities							
1	Mobilization (2 person)	\$969.41		\$0.00		\$0.00	\$0.00
2	Mobilization (1 person)	\$540.08		\$0.00		\$0.00	\$0.00
3	Drilling Setup (2 person)	\$283.70		\$0.00		\$0.00	\$0.00
4	Drilling Setup (1 person)	\$171.40		\$0.00		\$0.00	\$0.00
5	SB for Soil Screening or Piezometer Install (≤ 10 ft) (2 person)	\$277.73		\$0.00		\$0.00	\$0.00
6	SB for Soil Screening or Piezometer Install (≤ 10 ft) (1 person)	\$165.42		\$0.00		\$0.00	\$0.00
7	SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (2 person)	\$416.59		\$0.00		\$0.00	\$0.00
8	SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (1 person)	\$248.13		\$0.00		\$0.00	\$0.00
9	SB for Soil Screening or Piezometer Install (> 30 ft) (2 person)	\$555.45		\$0.00		\$0.00	\$0.00
10	SB for Soil Screening or Piezometer Install (> 30 ft) (1 person)	\$330.84		\$0.00		\$0.00	\$0.00
11	Well Install (≤ 20 ft) (2 person)	\$567.40		\$0.00		\$0.00	\$0.00
12	Well Install (≤ 20 ft) (1 person)	\$342.79		\$0.00		\$0.00	\$0.00
13	Well Install (> 20 ft to ≤ 40 ft) (2 person)	\$851.11		\$0.00		\$0.00	\$0.00
14	Well Install (> 20 ft to ≤ 40 ft) (1 person)	\$514.19		\$0.00		\$0.00	\$0.00
15	Well Install, double cased (≤ 40 ft) (2 person)	\$1,702.21		\$0.00		\$0.00	\$0.00
16	Well Install, double cased (≤ 40 ft) (1 person)	\$1,028.38		\$0.00		\$0.00	\$0.00
17	Recovery or Multi-Phase Well Install (≤ 40 ft) (2 person)	\$1,118.14		\$0.00		\$0.00	\$0.00
18	Recovery or Multi-Phase Well Install (≤ 40 ft) (1 person)	\$668.92		\$0.00		\$0.00	\$0.00
19	Air Sparging/Injection Well Install (≤ 40 ft) (2 person)	\$419.30		\$0.00		\$0.00	\$0.00
20	Air Sparging/Injection Well Install (≤ 40 ft) (1 person)	\$250.85		\$0.00		\$0.00	\$0.00
21	Soil VE Well Install (≤ 40 ft) (2 person)	\$277.73		\$0.00		\$0.00	\$0.00
22	Soil VE Well Install (≤ 40 ft) (1 person)	\$165.42		\$0.00		\$0.00	\$0.00
23	Well or Piezometer Abandonment (1 person)	\$116.15		\$0.00		\$0.00	\$0.00
24	Recovery or Multi-phase Well Abandonment (1 person)	\$282.17		\$0.00		\$0.00	\$0.00
25	Well Sampling with Water Level (2 person)	\$283.28		\$0.00		\$0.00	\$0.00
26	Well Sampling with Water Level (1 person)	\$170.98		\$0.00		\$0.00	\$0.00
27	Water Level or Free Product Gauging (1 person)	\$28.33		\$0.00		\$0.00	\$0.00
28	Free Product Gauging & Bailing (per well) (1 person)	\$135.63		\$0.00		\$0.00	\$0.00
29	Area Survey (2 person)	\$1,134.81		\$0.00		\$0.00	\$0.00
30	Area Survey (1 person)	\$685.59		\$0.00		\$0.00	\$0.00
31	Whole Day Oversight (1 or 2 person)	\$1,073.30		\$0.00		\$0.00	\$0.00
32	Oversight Soil Assessment Kit (with equipment) (1 person)	\$359.13		\$0.00		\$0.00	\$0.00
33	Oversight Monitoring Well Install Kit (with equipment) (1 person)	\$418.89		\$0.00		\$0.00	\$0.00
34	Oversight Allowance (no equipment) (1 person)	\$106.03		\$0.00		\$0.00	\$0.00
35	Additional Person (Modified Level D)	\$14.10		\$0.00		\$0.00	\$0.00
Section C Subtotals:				\$0.00		\$0.00	\$0.00
Section D: Other Field Work							
1	Other Field Work			\$0.00		\$0.00	\$0.00
2	Other Field Work			\$0.00		\$0.00	\$0.00
Section D Subtotals:				\$0.00		\$0.00	\$0.00
Section E: Other Equip. Rental Cost(s)							
1	Other Equipment			\$0.00		\$0.00	\$0.00
2	Other Equipment			\$0.00		\$0.00	\$0.00
Section E Subtotals:				\$0.00		\$0.00	\$0.00

Work Order Template

First Event

Site Name: 0

Date: 09/27/21

Template	Comments / Notes	Allowed Cost	Original		Change		Template Total Cost
			Number of Units	Item Cost	Change Amount	Change Cost	
Section F: In-house Service Cost(s)							
1	RER Review.Fee + Surcharge			\$0.00		\$0.00	\$0.00
2	Laboratory			\$0.00		\$0.00	\$0.00
3	Drilling / Direct Push			\$0.00		\$0.00	\$0.00
4	Construction			\$0.00		\$0.00	\$0.00
5	Other			\$0.00		\$0.00	\$0.00
				Section F Subtotals:	\$0.00	\$0.00	\$0.00
Section G: Subcontractor Cost(s)							
		Sub Markup = 10.00%	Unit Cost		Do not include markup		
1	Laboratory (from worksheet)		\$0.00	\$0.00		\$0.00	\$0.00
2				\$0.00		\$0.00	\$0.00
3				\$0.00		\$0.00	\$0.00
4				\$0.00		\$0.00	\$0.00
5				\$0.00		\$0.00	\$0.00
6				\$0.00		\$0.00	\$0.00
7				\$0.00		\$0.00	\$0.00
8				\$0.00		\$0.00	\$0.00
9				\$0.00		\$0.00	\$0.00
10				\$0.00		\$0.00	\$0.00
				Section G Subtotals:	\$0.00	\$0.00	\$0.00
Section G1: Remedial System Purchase							
1	Remedial System Costs			\$0.00	Do not include markup	\$0.00	\$0.00
2	Other			\$0.00		\$0.00	\$0.00
				Remedial System Subtotals:	\$0.00	\$0.00	\$0.00
Section H: Office Activities, Part II							
1	General / SA Report				Field Work =	\$0.00	
	Field Work Costs (Secs C & D) =	Field Work	x Multiplier	\$0.00	20%	\$0.00	\$0.00
2	Letter / NPDES Report			\$338.80		\$0.00	\$0.00
3	O&M Quarterly Report			\$1,974.95		\$0.00	\$0.00
4	O&M Annual Report			\$3,644.25		\$0.00	\$0.00
5	Pilot Test Plan			\$876.34		\$0.00	\$0.00
6	Pilot Test Report			\$1,530.51		\$0.00	\$0.00
7	Level 1 LSRAP or RAP Modification			\$1,681.49		\$0.00	\$0.00
8	Level 2 LSRAP or RAP Modification			\$3,291.99		\$0.00	\$0.00
9	Level 3 LSRAP or RAP Modification			\$5,840.40		\$0.00	\$0.00
10	Level 4 LSRAP or RAP Modification			\$9,647.34		\$0.00	\$0.00
11	Level 1 Remedial Action Plan			\$14,488.76		\$0.00	\$0.00
12	Level 2 Remedial Action Plan			\$19,294.68		\$0.00	\$0.00
13	As-built Drawings (P.E. red lined)			\$741.54		\$0.00	\$0.00
14	Construction Drawings and Specs			\$4,078.37		\$0.00	\$0.00
15	RAC Bid Package Solicitation/Evaluation			\$2,300.36		\$0.00	\$0.00
16	RA Startup Report			\$2,864.48		\$0.00	\$0.00
17	Soil Source Removal			\$2,122.92		\$0.00	\$0.00
18	Natural Attenuation Plan			\$1,296.09		\$0.00	\$0.00
19	Long Term Natural Attenuation Plan			\$338.80		\$0.00	\$0.00
20	Remedial Action Interim Report			\$636.22		\$0.00	\$0.00
21	General Remedial Action Report			\$1,296.09		\$0.00	\$0.00
22	NA or Post RA Monitoring Quarterly Report			\$636.22		\$0.00	\$0.00
23	NA or Post RA Monitoring Annual Report			\$1,589.54		\$0.00	\$0.00
24	Well Abandonment Report			\$293.46		\$0.00	\$0.00
25	Initial Map & Table Generation			\$2,236.26		\$0.00	\$0.00
26	Other Report Type (backup spreadsheet)			\$0.00		\$0.00	\$0.00
				Section H Subtotals:	\$0.00	\$0.00	\$0.00

This Event Template Totals

	Original	Change	Total
Event Total:	\$0.00	\$0.00	\$0.00

Cumulative Work Order Totals			
Invoice	Previous	This Event	Total
Invoice	Previous	This Event	Total
Work Order Total	n/a	\$0.00	\$0.00

MDC Template-081321.xlt

ATTACHMENT C

Template Descriptions and Use

Listed below are the full descriptions and use of the Work Order Templates.

Section A: Packaged Work Scopes

A.1 **Pumping Test or Multi-Phase Pilot Test (using in-house personnel)**

This package is for a pumping or multi-phase pilot test consisting of partial or whole, single or multiple days, when performed entirely by in-house personnel, including operation of equipment. When the pilot test involves the use of subcontracted personnel in whole or in part, then the costs should be built up using a backup spreadsheet. It includes setup and dismantle time, troubleshooting, time to conduct the test, hydrogeologic/pumping test kit, and per diem. The equipment usage is based on the level of effort used in the buildup. The effluent treatment or disposal costs are excluded due to the variety of possible methods (e.g., treatment system, tanker, etc.). This scope of work would be selected any time a pumping test is used to determine aquifer characteristics.

Note that the template workbook has been modified to allow entry in 1/10 day (1 hour) increments and the test may be tasked in any combination of whole and tenth day increments. Contractor on-site time is expected to be a full day (10 hours) to receive the full template amount. If the number of hours actually worked are different than the number of hours tasked, the template amount must be adjusted accordingly. However, any increase in the original time tasked must be preapproved. Additional hours for tests lasting more than one day (10 hours) should be tasked in this template instead of the backup spreadsheet.

A.2 **Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)**

This package is for a vapor extraction and/or sparging test consisting of partial or whole, single or multiple days, performed entirely by in-house personnel, including operation of equipment. When the pilot test involves the use of subcontracted personnel in whole or in part, then the costs should be built up using a backup spreadsheet. It includes setup and dismantle time, troubleshooting, time to conduct the test, O&M kit and per diem. The equipment usage is based on the level of effort used in the buildup.

Note that the template workbook has been modified to allow entry in 1/10 day (1 hour) increments and the test may be tasked in any combination of whole and tenth day increments. Contractor on-site time is expected to be a full day (10 hours) to receive the full template amount. If the number of hours actually worked are different than the number of hours tasked, the template amount must be adjusted accordingly. However, any increase in the original time tasked must be preapproved. Additional hours for tests lasting more than one day (10 hours) should be tasked in this template instead of the backup spreadsheet.

A.3 **Monthly O&M Visit**

The O&M package is designed to handle Operation and Maintenance of a remedial system regardless of the size and complexity. Activities included are routine maintenance, water levels, system sampling and any maintenance associated with the system components that would be considered routine in nature even if that activity only occurs once per year. Included is time for two upper level techs (4 hours each) and a prorated O&M kit. The equipment usage is based on the level of effort used in the buildup. Additional work scopes (e.g., additional site assessment) should not be tasked with O&M.

Section B: Office Activities, Part I

B.1 **Proposal Preparation**

This template is allowed prior to the issuance of a Work Order and is allowed for each Work Order, when a valid and complete proposal is submitted in response to a request from the RER project manager, regardless of how minimal or complicated. A complete proposal should include a synopsis of the site history, work completed to date, and a brief justification of the proposed

Template Descriptions and Use

scope of work. "Proposal Preparation" is only allowed once per Work Order. An Allowance Account Request does not qualify for additional proposal preparation.

B.2 File Review

This template is used for the review of pertinent files and information on a case-by-case basis.

B.3 Permits

This template was designed for when the consultant is obtaining the permits for construction, building, rights-of-way access, NPDES discharge or consumptive use. The full template is allowed for the first permit. One-half of this template is allowed for each additional permit beyond the first. The number of permits is determined on a work order basis (i.e., the permit count is cumulative for the work order not for the site). The template should not be used when a subconsultant is pulling the permit for any of the above (as is typical with building and well permits), for well installation or abandonment permits. Well installation and abandonment permits should be included as part of the drilling cost, even in the case of in-house drilling.

Any permitting that requires a very intensive effort should be handled on a case-by-case basis and should be incorporated in the Other Field Work category. Only one one-person mobilization should be added to this template, if necessary. One-half of this template is allowed per property for securing "off-site" access.

B.4 Site Health & Safety Plan

This template is for the preparation of a comprehensive site Health and Safety Plan. Allow once per site per consultant. This template may not be allowed more than once for the same consultant except for extenuating circumstances, such as when the scope of work changes and was not anticipated when the Health and Safety Plan was originally scoped. In this instance, one-half the standard HASP fee is allowed.

Section C: Field Activities

C.1 Mobilization (to and from site) (2 person)

This template is the allowance for travel time, for loading/unloading of the vehicle as well as a prorated vehicle. Mobilization is a fixed price for the activity of mobilizing. It is independent of the labor classifications or the distance being traveled. Mobilization should be allowed once per field event or once per week for multiple week events such as construction. (A week is seven consecutive days.) Some examples: well installation and sampling is typically two field events (and thus two mobilizations) unless performed on consecutive days, whereas O&M and quarterly sampling is one 2-person mobilization, even if the consultant sends out a separate crew to do the sampling (however, an additional mobilization is justified for annual sampling separate from O&M, which must be performed under static conditions). Mobilization should not be used when it is only necessary to visit the site for "a few minutes"; such visits should be built up as "Other Field Work." Mobilization should also not be allowed for drilling crews; these costs should be included as part of the quoted price.

C.2 Mobilization (to and from site) (1 person)

The one-person mobilization template is to account for situations in which it is only necessary to send one person. This template is the allowance for travel time, for loading/unloading of the vehicle as well as a prorated vehicle. Do not use two one-person mobilizations if two persons are travelling together, doing so will result in an overestimate of vehicle use and load/unload time.

C.3 Drilling Setup (2 person)

Includes the time allowed to set up the drilling rig at the beginning of the event and take it down after the event is finished. This task is allowed on a per event basis, rather than daily. This item is not to be used for direct push technology (DPT) or well abandonment activities, but may be used if drilling using the auger attachment of a direct push rig without DPT. This task includes a

Template Descriptions and Use

prorated monitoring well installation kit.

C.4 Drilling Setup (1 person)

Includes the time allowed to set up the drilling rig at the beginning of the event and take it down after the event is finished. This task is allowed on a per event basis, rather than daily. This item is not to be used for direct push technology (DPT) or well abandonment activities, but may be used if drilling using the auger attachment of a direct push rig without DPT. This task includes a prorated monitoring well installation kit.

C.5 Soil Boring for Soil Screening or Piezometer Installation (≤ 10 ft; with or without lab sample) (2 person)

This template is to hand auger a boring to a depth less than or equal to 10 feet with or without soil lab sampling. Soil headspace screening with an OVA is also included. A drilling rig would not be allowed unless it can be demonstrated that the use of a hand auger is not feasible. This template should not be used for direct push borings. This task includes a prorated soil assessment kit.

This template is also used for the installation of a temporary piezometer to a depth of up to 10 feet with or without collection of a groundwater grab sample. Note that this template is only allowed once if the piezometer is being installed in conjunction with the soil boring.

C.6 Soil Boring for Soil Screening or Piezometer Installation (≤ 10 ft; with or without lab sample) (1 person)

This template is to hand auger a boring to a depth less than or equal to 10 feet with or without soil lab sampling. Soil headspace screening with an OVA is also included. A drilling rig would not be allowed unless it can be demonstrated that the use of a hand auger is not feasible. This template should not be used for direct push borings. This task includes a prorated soil assessment kit.

This template is also used for the installation of a temporary piezometer to a depth of up to 10 feet with or without collection of a groundwater grab sample. Note that this template is only allowed once if the piezometer is being installed in conjunction with the soil boring.

C.7 Soil Boring for Soil Screening or Piezometer Installation (> 10 ft to ≤ 30 ft; with or without lab sample) (2 person)

This template is to install a conventional soil boring to a depth of 10 to 30 feet with or without soil lab sampling. Soil headspace screening with an OVA is also included. A drilling rig would typically be allowed. This template should not be used for direct push borings. This task includes a prorated soil assessment kit.

This template is also used for the installation of a temporary piezometer to a depth of 10 to 30 feet with or without collection of a groundwater grab sample. Note that this template is only allowed once if the piezometer is being installed in conjunction with the soil boring.

C.8 Soil Boring for Soil Screening or Piezometer Installation (> 10 ft to ≤ 30 ft; with or without lab sample) (1 person)

This template is to install a conventional soil boring to a depth of 10 to 30 feet with or without soil lab sampling. Soil headspace screening with an OVA is also included. A drilling rig would typically be allowed. This template should not be used for direct push borings. This task includes a prorated soil assessment kit.

This template is also used for the installation of a temporary piezometer to a depth of 10 to 30 feet with or without collection of a groundwater grab sample. Note that this template is only allowed once if the piezometer is being installed in conjunction with the soil boring.

Template Descriptions and Use

C.9 Soil Boring for Soil Screening or Piezometer Installation (> 30 ft; with or without lab sample) (2 person)

This template is to install a conventional soil boring to a depth greater than 30 feet with or without soil lab sampling. Soil headspace screening with an OVA is also included. A drilling rig would typically be allowed. This template should not be used for direct push borings. This task includes a prorated soil assessment kit.

This template is also used for the installation of a temporary piezometer to a depth of greater than 30 feet with or without collection of a groundwater grab sample. Note that this template is only allowed once if the piezometer is being installed in conjunction with the soil boring.

C.10 Soil Boring for Soil Screening or Piezometer Installation (> 30 ft; with or without lab sample) (1 person)

This template is to install a conventional soil boring to a depth greater than 30 feet with or without soil lab sampling. Soil headspace screening with an OVA is also included. A drilling rig would typically be allowed. This template should not be used for direct push borings. This task includes a prorated soil assessment kit.

This template is also used for the installation of a temporary piezometer to a depth of greater than 30 feet with or without collection of a groundwater grab sample. Note that this template is only allowed once if the piezometer is being installed in conjunction with the soil boring.

C.11 Well Installation, single cased (≤ 20 ft; including split spoons) (2 person)

This template is to install a conventional monitoring well to a depth of 20 feet or less by any drilling method. The level of effort is based on an average of four well installations per day. Split spoon sampling (whether or not performed) and TOC survey are included. This template should not be used for direct push well installation because consultant time for well installation is included in the oversight time provided for direct push investigations. However, this template may be used if drilling using the auger attachment of a direct push rig without DPT. This task includes a prorated monitoring well installation kit.

C.12 Well Installation, single cased (≤ 20 ft; including split spoons) (1 person)

This template is to install a conventional monitoring well to a depth of 20 feet or less by any drilling method. The level of effort is based on an average of four well installations per day. Split spoon sampling (whether or not performed) and TOC survey are included. This template should not be used for direct push well installation because Consultant time for well installation is included in the oversight time provided for direct push investigations. However, this template may be used if drilling using the auger attachment of a direct push rig without DPT. This task includes a prorated monitoring well installation kit.

C.13 Well Installation, single cased (> 20 ft to ≤ 40 ft; including split spoons) (2 person)

This template is to install a conventional monitoring well to a depth of 20 to 40 feet by any drilling method. Split spoon sampling (whether or not performed) and TOC survey are included. This template should not be used for direct push well installation, but may be used if drilling using the auger attachment of a direct push rig without DPT. This task includes a prorated monitoring well installation kit.

C.14 Well Installation, single cased (> 20 ft to ≤ 40 ft; including split spoons) (1 person)

This template is to install a conventional monitoring well to a depth of 20 to 40 feet by any drilling method. Split spoon sampling (whether or not performed) and TOC survey are included. This template should not be used for direct push well installation, but may be used if drilling using the auger attachment of a direct push rig without DPT. This task includes a prorated monitoring well installation kit.

Template Descriptions and Use

C.15 Well Installation, double cased (≤ 40 ft; including split spoons) (2 person)

This template is to install a conventional double cased monitoring well to a depth of 40 feet or less by any drilling method. Split spoon sampling (whether or not performed) and TOC survey are included. This task includes a prorated monitoring well installation kit.

C.16 Well Installation, double cased (≤ 40 ft; including split spoons) (1 person)

This template is to install a conventional double cased monitoring well to a depth of 40 feet or less by any drilling method. Split spoon sampling (whether or not performed) and TOC survey are included. This task includes a prorated monitoring well installation kit.

Note, there is no template for single or multiple cased wells > 40 ft, cost should be built up on a backup spreadsheet using the appropriate number personnel and corresponding prorated monitoring well installation kit, and entered in section D of the template workbook. The level of effort should depend primarily on the depth of the well, the number of outer casings and whether split spoon sampling will be performed (TOC survey is required).

C.17 Recovery or Multi-Phase Well Installation (≤ 40 ft) (2 person)

This template is to install a vertical recovery well or multi-phase well to a depth of 40 feet or less by any drilling method. Soil assessment, well logging and split spoon sampling are normally not performed during recovery well or multi-phase well installation. This template includes vault installation and piping at the well head, but does not include trenching and piping to the remediation system. The level of effort also includes up to one half hour for well development (when the well is installed during system construction, the driller should use the "Additional Development Time" row instead of the "Well Completion" row to include the cost of that task, and may add also the cost for a slip cap and grout cap). This task includes a prorated piezometer or remediation well installation kit.

C.18 Recovery or Multi-Phase Well Installation (≤ 40 ft) (1 person)

This template is to install a vertical recovery well or multi-phase well to a depth of 40 feet or less by any drilling method. Soil assessment, well logging and split spoon sampling are normally not performed during recovery well or multi-phase well installation. This template includes vault installation and piping at the well head, but does not include trenching and piping to the remediation system. The level of effort also includes up to one half hour for well development (when the well is installed during system construction, the driller should use the "Additional Development Time" row instead of the "Well Completion" row to include the cost of that task, and may add also the cost for a slip cap and grout cap). This task includes a prorated piezometer or remediation well installation kit.

Note, there is no template for recovery or multi-phase well installation > 40 ft, cost should be built up on a backup spreadsheet using the appropriate number personnel and corresponding prorated piezometer or remediation well installation kit, and entered in section D of the template workbook. Soil assessment, well logging and split spoon sampling normally are not performed. Level of effort should depend on depth of the well, vault installation and piping at the well head must be included, but trenching and piping to the remedial system should not. The level of effort should also include up to one half hour for well development (when the well is installed during system construction, the driller should use the "Additional Development Time" row instead of the "Well Completion" row to include the cost of that task, and may add also the cost for a slip cap and grout cap).

C.19 Air Sparging/Injection Well Installation (≤ 40 ft) (2 person)

This template is to install a vertical air sparging or other injection well to a depth of 40 feet or less. Soil assessment, well logging and split spoon sampling normally are not performed during the installation of AS and other injection wells. This template includes vault installation and piping at the well head, but does not include the trenching and piping to the remedial system. The level of effort also includes up to one half hour for well development (when the well is installed during system construction, the driller should use the "Additional Development Time" row instead of the

Template Descriptions and Use

"Well Completion" row to include the cost of that task, and may add also the cost for a slip cap and grout cap). This task includes a prorated piezometer or remediation well installation kit.

C.20 Air Sparging/Injection Well Installation (≤ 40 ft) (1 person)

This template is to install a vertical air sparging or other injection well to a depth of 40 feet or less. Soil assessment, well logging and split spoon sampling normally are not performed during the installation of AS and other injection wells. This template includes vault installation and piping at the well head, but does not include the trenching and piping to the remedial system. The level of effort also includes up to one half hour for well development (when the well is installed during system construction, the driller should use the "Additional Development Time" row instead of the "Well Completion" row to include the cost of that task, and may add also the cost for a slip cap and grout cap). This task includes a prorated piezometer or remediation well installation kit.

C.21 Soil Vapor Extraction Well Installation (≤ 40 ft) (2 person)

This template is to install a vertical soil vapor extraction well to a depth of 40 feet or less. Soil assessment, well logging and split spoon sampling normally are not performed during the installation of SVE wells. This template includes vault installation and piping at the well head, but does not include the trenching and piping to the remedial system. When the well is installed during system construction, the driller may add also the cost for a slip cap and grout cap. This task includes a prorated soil assessment kit.

C.22 Soil Vapor Extraction Well Installation (≤ 40 ft) (1 person)

This template is to install a vertical soil vapor extraction well to a depth of 40 feet or less. Soil assessment, well logging and split spoon sampling normally are not performed during the installation of SVE wells. This template includes vault installation and piping at the well head, but does not include the trenching and piping to the remedial system. When the well is installed during system construction, the driller may add also the cost for a slip cap and grout cap. This task includes a prorated soil assessment kit.

Note, there is no template for air sparging or soil vapor extraction well installation > 40 ft, cost should be built up on a backup spreadsheet using the appropriate number personnel and corresponding prorated piezometer or remediation well installation kit, and entered in section D of the template workbook. Soil assessment, well logging and split spoon sampling normally are not performed. Level of effort should depend primarily on the depth of the well, vault installation and piping at the well head must be included, but trenching and piping to the remedial system should not. For air sparging wells, the level of effort should also include up to one half hour for well development (when the well is installed during system construction, the driller should use the "Additional Development Time" row instead of the "Well Completion" row to include the cost of that task, and may add also the cost for a slip cap and grout cap). For SVE wells, when the well is installed during system construction, the driller may add also the cost for a slip cap and grout cap.

C.23 Well or Piezometer Abandonment (1 person)

This template is used to oversee abandonment of a monitoring well, air sparging or other injection well, soil vapor extraction well or piezometer (any depth). This activity itself is typically subcontracted and grouting of the well in accordance with Water Management District requirements, removal of the well pad (unless the well is located in an area that will be excavated) and resurfacing (if applicable) should be included in the scope of work. This task includes a prorated vehicle.

C.24 Recovery or Multi-Phase Well Abandonment (1 person)

This template is used to oversee abandonment of a recovery well or multi-phase well (any depth). This activity itself is typically subcontracted and grouting of the well in accordance with Water Management District requirements, removal of the well vault (unless the well is located in an area that will be excavated) and resurfacing (if applicable) should be included in the scope of work. This task includes a prorated remedial action construction kit, which was selected because

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of its contents and the potential need to dismantle the pump assembly.

- C.25 Well Sampling with Water Level (2 person)**
This template is to sample one well regardless of method, well size or depth. The time allotted is inclusive of labeling bottles, decontaminating sampling equipment, purging the well and packing the samples. The well can be purged by any approved method, therefore no additional time is allowed. This task includes a prorated groundwater sampling kit.
- C.26 Well Sampling with Water Level (1 person)**
This template is to sample one well regardless of method, well size or depth. The time allotted is inclusive of labeling bottles, decontaminating sampling equipment, purging the well and packing the samples. The well can be purged by any approved method, therefore no additional time is allowed. This task includes a prorated groundwater sampling kit.
- C.27 Water Level or Free Product Gauging (1 person)**
This template includes 10 minutes to take one water level measurement on any well that is not being sampled or to gauge the thickness of free product in a well. It would only be used when water level measurements are not included in another task. Examples of tasks that have water levels included are "Monthly O&M Visit" or "Area Survey." In these cases, water levels would not be tasked separately. This task includes a prorated groundwater sampling kit.
- C.28 Free Product Gauging & Bailing (1 person)**
This template is used to perform free product gauging and bailing on one well. This task includes a prorated free product recovery kit.
- C.29 Area Survey (2 person)**
This template is usually performed with an initial site visit, includes 4 hours per person, and is allowed only once per site. The purpose of the area survey is to collect sufficient data to formulate a meaningful scope of work to assess the site. This includes measuring water levels in all existing wells, TOC survey, area use survey, potable well survey, identify surrounding land use, including other possible sources of contamination, and identify any potential receptors in the area. This template does not include the initial site map because that map should be generated by a Professional Land Surveyor (PLS). That activity is typically subcontracted and may be performed at the same time as the Area Survey. This task includes a prorated monitoring well installation kit.
- C.30 Area Survey (1 person)**
This template is usually performed with an initial site visit, includes 4 hours, and is allowed only once per site. The purpose of the area survey is to collect sufficient data to formulate a meaningful scope of work to assess the site. This includes measuring water levels in all existing wells, TOC survey, area use survey, potable well survey, identify surrounding land use, including other possible sources of contamination, and identify any potential receptors in the area. This template does not include the initial site map because that map should be generated by a Professional Land Surveyor (PLS). That activity is typically subcontracted and may be performed at the same time as the Area Survey. This task includes a prorated monitoring well installation kit.
- C.31 Whole Day Oversight (1 or 2 persons)**
This template is to perform any whole or partial day effort to oversee (primarily in a supervisory role) some activity not otherwise covered by the templates. Note that the oversight template workbook has been modified to allow entry in 1/10 day (1 hour) increments and oversight may be tasked in any combination of whole and tenth day increments. Consultants are expected to work the full number of hours (10 hours) to receive the full template amount. If the number of hours actually worked are different than the number of hours tasked, the template amount must be adjusted accordingly. However, any increase in the original time tasked must be preapproved.

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C.32 Oversight Soil Assessment Kit (with equipment) (1 person)

This template may be used with the C-31 Template Line Item when the work performed includes soil sampling activities and requires sampling/testing equipment. It is based on a daily use but prorated in 1/10 day (one hour) increments. This template is not intended to circumvent the weekly or monthly rental rates.

C.33 Oversight Monitoring Well Installation Kit (with equipment) (1 person)

This template may be used with the C-31 Template Line Item when the work performed includes monitoring well installation activities and requires sampling/testing equipment. It is based on a daily use but prorated in 1/10 day (one hour) increments. This template is not intended to circumvent the weekly or monthly rental rates.

C.34 Oversight Allowance (no equipment) (1 person)

This template may be used with the C-31 Template Line Item when the work performed does not include soil sampling/monitoring well installation activities and does not require sampling/testing equipment. It is based on a daily use but prorated in 1/10 day (one hour) increments. This template is not intended to circumvent the weekly or monthly rental rates.

C.35 Additional Person (Modified Level D)

This template is to be used to supplement any of the 1 person template equipment kits to allow for 2 or more staff.

Section D: Other Field Work

D.1 & D.2 Other Field Work

These templates are used in conjunction with a backup spreadsheet for field work that does not match any of the template field tasks. Remember not to include in this task any time or cost that should be accounted for in other tasks (e.g., mobilization). Briefly describe the activity next to the box on the template and on a backup spreadsheet.

Section E: Other Equipment Rental Cost(s)

E.1 & E.2 Other Equipment

These templates are only used for recording equipment not included in the specified field tasks. For the most part, one of the equipment kits was used to calculate the amount represented for each task. Any additional equipment not included there could be included here. Briefly list the equipment item(s) used next to the box on the template. Quotes may be required for any equipment not listed in the Equipment Rental Rate Schedule.

Section F: In-house Service Cost(s)

F.1 RER Review Fee & Surcharge

F.2 Laboratory

F.3 Drilling/Direct Push

F.4 Construction

F.5 Other

These templates are used to account for services or materials supplied by the consultant. Only the actual costs are listed here. No markups are allowed. Do not put subconsultant services in the in-house category.

Section G: Subconsultant Cost(s)

G.1 Laboratory (from worksheet)

G.2 - G.10 are blank and may be used for the following options:

Template Descriptions and Use

Laboratory, Mobile Lab, Drilling, Direct Push, Construction, Equipment and/or Materials Purchase, Remedial Equipment/System Lease, Disposal, or Other (describe)

Section G1: Remedial System Purchase

G1.1 Remedial System Costs

G1.2 Other

These templates are used to account for services or materials supplied by a subconsultant. Only the actual costs are listed here. A 10% handling fee is added by the template. Do not put in-house services in the subconsultant category. In addition, remember not to put material costs under equipment purchase.

Section H: Office Activities, Part II

H.1 General SA Report

This report replaces all site assessment reports and is used only for site assessment activities up to the point of initial SAR approval. The amount for this report is based upon a percentage of the Consultant's field work in Sections C and D of the template workbook and is limited to no more than \$10,000 per any single work order. Note that you must select this report by putting a "1" in the correct block (the change order block will be automatically populated). Only one instance of this report is allowed per event but it may be allowed on each event of the work order as appropriate. The report is designed for use as a final deliverable, must include a conclusions and recommendations section and is not intended to be allowed in addition to other specific reports types serving a similar function. The report must be signed and sealed by a registered professional geologist or qualified registered professional engineer.

H.2 Letter or NPDES Report

A letter report is typically one to two pages with no tables or graphs. Used when a minimum response is needed such as to acknowledge completed field work where just observations were made.

When used for the NPDES report, this template is only authorized once per quarter (to match the required frequency of the NPDES report).

H.3 O&M Quarterly Report

This report contains all information needed to evaluate the progress of the approved site remediation activities. Includes telemetry monitoring. No P.E. certification required. The report must include a conclusions and recommendations section and all applicable O&M reporting tables.

H.4 O&M Annual Report

This report requires a more substantial degree of evaluation than the quarterly report, including summary, conclusions, discussion and recommendations of how the system may be modified or optimized to more cost-effectively and efficiently continue site remediation. The report must evaluate progress relative to cleanup milestone concentration objectives and establish new milestones if necessary or initial milestones if not established. Includes telemetry monitoring. The report must include a conclusions and recommendations section and all applicable O&M reporting tables. This report must be signed and sealed by a registered professional engineer.

H.5 Pilot Test Plan

This template is used to develop a plan for pilot testing prior to the implementation of the test. This item would be used along with the pilot test report (Template H.6), which allows the flexibility to have the plan and the report specified in separate field events. All specific goals must be specified in the pilot test plan including a description of the proposed test, identification of test and measurement points, measurement protocols and expected/minimum duration of the test.

Template Descriptions and Use

The plan must describe the proper implementation of the test and the collection of sufficient data to evaluate the feasibility of the proposed technology as well as to effectively design the final system. The plan must be signed and sealed by a registered professional engineer. Because the Pilot Test Plan is in itself a proposal for future work, if this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

H.6 Pilot Test Report

This template is used to report the results and analysis of pilot testing activities. All of the specific activities performed during the pilot test must be addressed, including a description of the actual test, identification of test and measurement points, measurement protocols and actual duration of the test. The report must demonstrate the proper implementation of the test and collection of data, as well as evaluation of the feasibility of the tested technology to the effective design of the final system. The report must be signed and sealed by a registered professional engineer.

H.7 Level 1 Limited Scope Remedial Action Plan or RAP Modification

This report is typically used for: short term remediation of either a single event or multiple episodic events with portable remediation equipment which does not involve an on-site treatment process for recovered water or air emissions. The use of this report is generally limited to short-term or episodic biosparging with mobile equipment or short-term groundwater recovery which meets the requirements for interim source removal of Chapter 62-780.525, FAC where the site could achieve NFA or qualify for Remediation by Natural Attenuation; or modifications that involve mainly minor system changes such as addition of a recovery well / sparging well to an existing system with that technology, or adding a treatment process to an existing system which involves one or two items.

Time allotted for this report includes updating any maps and construction drawings. The report must be signed and sealed by a registered professional engineer. If this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

H.8 Level 2 Limited Scope Remedial Action Plan or RAP Modification

This report is typically used for a soil source removal of greater than 200 cubic yards without dewatering design or geotechnical design. This report is also used for modifications such as a limited pumping event which includes on-site treatment and disposal of recovered water or short term intermittent episodic remediation with mobile sparging/SVE system or multi-phase extraction equipment. Time allotted for this report includes updating any maps or construction drawings. The report must be signed and sealed by a registered professional engineer. If this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

H.9 Level 3 Limited Scope Remedial Action Plan or RAP Modification

This report is typically used for a soil source removal of greater than 200 cubic yards with dewatering design or geotechnical design, and for large diameter auger soil source removal design. This template is also used for bioremediation or chemical oxidation RAPs. The RAP must compare the conceptual designs and costs of at least three bioremediation or chemical oxidation vendors and recommend detail design of one based on cost-effectiveness. Although the specific design details may be recommended by a vendor, the consultant's P.E. must certify that the design is their own responsibility and the implementation of the design will provide a reasonable assurance of performing complete site rehabilitation in accordance with Chapter 62-780, FAC. Time allotted for this report includes updating any maps or construction drawings. The report must be signed and sealed by a registered professional engineer. If this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

Template Descriptions and Use

H.10 Level 4 Limited Scope Remedial Action Plan or RAP Modification

This report should be used for a major modification to an existing remediation system or addition of a different cleanup technology to a site with an active remediation system (i.e., add in-situ sparging to a site with multi-phase extraction). Time to generate the construction drawings and specifications for this modification or technology addition is included and should not be added on. Time allotted for this report includes updating any maps or construction drawings. This report is also used for a soil source removal of greater than 200 cubic yards where justification is required for funding of storage system removal and replacement, resurfacing, canopy removal and replacement, or other facility restoration expenses in which costs will exceed \$10,000 or if dewatering and geotechnical design are included. The report must be signed and sealed by a registered professional engineer. If this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

H.11 Level 1 Remedial Action Plan

This report should be used when design of a remediation system is needed to clean up the soil and/or groundwater. This report is used when there is a limited area of relatively low levels of contamination and an evaluation of remedial alternatives is not necessary. Time allotted for this report includes updating any maps or construction drawings. The report must be signed and sealed by a registered professional engineer. If this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

H.12 Level 2 Remedial Action Plan

This report should be used when design of a remediation system(s) is needed to clean up the soil and/or groundwater. This report is used when there is a moderate to large area of contamination and a thorough evaluation of remedial alternatives is necessary. Time allotted for this report includes updating any maps or construction drawings. The report must be signed and sealed by a registered professional engineer. If this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

H.13 As-built Drawings (P.E. sealed red line modifications)

This report is typically red-lined construction drawings. The drawings can be regenerated, but no additional time is allowed since red-lined drawings are all that is required. Construction drawings must be prepared prior to the preparation of as-built drawings. Additionally, the as-built drawings must be P.E. sealed. Per Chapter 62-780.700(10), FAC, these drawings must include all construction and equipment design specifications and must identify "any operational parameters different from those in the approved Remedial Action Plan." These drawings should include the site name, File/Case number, address and show the types of equipment used. These drawings must be accompanied by an itemized summary of any substantial equipment changes with pertinent technical data (size, capacity, type equipment, electrical requirements, etc.).

Although there are no minimum requirements for dimension details, a scale must be provided and all details should be dimensionally consistent (e.g., all lengths identified). When possible, manufacturer data sheets and performance curves should be included. A summary providing reasons for departure from the criteria described in the approved RAP shall be included. "Red-Lined" construction drawings will be considered to be sufficient provided any changes from the original conceptual design to installation are easily discerned and accurately indicated. If completely re-created figures are submitted as as-builts, the general criteria should be identical to those required for construction drawings. Changes in equipment specifications, location, or other details must be accurately and completely depicted in a way that will be readily understandable.

H.14 Construction Drawings and Specifications

This report is used when it is necessary to create the detailed scaled drawings of the intended remediation system. The specifications of all equipment and materials to be constructed shall be provided. These drawings must be prepared prior to the preparation of as-built drawings. The

Template Descriptions and Use

construction drawings should be of sufficient detail as to materials and methods of construction to serve as project construction drawings. These drawings must be sufficient in detail to provide for fair and competitive bids from subconsultants and to provide for the construction of the project without additional drawings. Typical construction drawings will include: cover page, site vicinity map, remedial system compound layout, recovery well, multi-phase well, air sparging well or soil vapor extraction well details (if needed), piping cross-section, piping and instrumentation diagram (P&ID), electrical controls diagram and equipment pad layout. Symbols on all drawings shall reflect usage established by the American National Standards Institute (ANSI) standards or generally accepted professional standards, abbreviations shall reflect common usage, and graphic scales (or dimensions) will be provided on drawings (except P&ID) to allow for measured scaling. The level of detail of these drawings can be modified based on communications with the RER project manager during the pre-RAP meeting. This template is generally not allowed in conjunction with excavation only work orders.

H.15 Bid Package, Solicitation and Evaluation

This report is used to compile all components of the intended remediation system or soil source removal, solicit subconsultant quotes, evaluate the submittals, conduct any pre-bid meetings and recommend the selection of subconsultants. This document should be prepared either subsequent to, or concurrent with, the preparation of construction drawings. For remediation system construction, all equipment shall be specified in the package and any changes to the constructed equipment that is different from the items specified in the bid package shall be clearly identified on the construction drawings and as-built drawings. For soil source removals, all necessary equipment and materials shall be specified. This template is allowed for Consultants that use an in-house crew because they still must secure some bids and properly "spec out" the construction or soil source removal.

H.16 RA Startup Report

The RA Startup Report is typically used for reporting the initial startup of a remediation system and submitting as-built drawings. Any information regarding equipment specifications or operational parameters differing from the RAP should be included in the RA Startup Report. This could include equipment changes, modifications to construction drawings (as-builts), and changes in mode of operation (e.g., pulsed operation rather than continuous). An explanation of all troubleshooting methods used to optimize the system startup should be included. This report usually includes a detailing of all system operational parameters and any problems encountered during startup.

H.17 Soil Source Removal Report

The Soil Source Removal Report is used to provide written documentation and backup information following a soil source removal. The report should include a description and maps of the area and depth of excavation, including OVA readings and soil analytical samples analyzed. Backup documentation includes weigh tickets and disposal manifests (the latter may be submitted after they become available).

H.18 Natural Attenuation Plan

This report typically would be used if concentrations are greater than the Natural Attenuation Default Concentrations referenced in Chapter 62-777, FAC.

H.19 Long Term Natural Attenuation Plan

This report is used for sites that qualify for Long Term Natural Attenuation Monitoring pursuant to section 376.3071(5)(c), FS. If this is the only scope of work in a work order, the Proposal Preparation template will not be allowed as an additional cost in that work order.

H.20 Remedial Action Interim Report

This report can be used in several different post-SAR situations where there is a need for

Template Descriptions and Use

evaluation and discussion of activities and data pertaining to interim events that occur after SAR approval but are not addressed in other specific RAP or RA reports, including but not limited to well installation (monitoring or remediation), soil screening and verification sampling and associated updates of maps and tables. The report should provide documentation, including testing and analytical results, evaluation and discussion of the completed work and activities. No P.E. or P.G. certification is required unless there is a recommendation for a system modification or change in the course of action. This report may be tasked in addition to and concurrent with a RAP, RAP Mod, RA Startup or other RA report if significant supplemental assessment activities are to be performed. This report should be used to report analytical results obtained during the remedial action phase following chemical injection or injection of products utilized to increase biological activity. This report also may be used to report the results of episodic remediation events. The level of effort should determine whether this template or the General Remedial Action Report should be used.

H.21 General Remedial Action Report

This report is typically used for sites where the entire remediation strategy implemented is bioremediation or chemical oxidation, including chemical enhancement (i.e., ORC injection) with no mechanical equipment design. This report may also be used for any type of short term limited scope remediation events. P.E. or P.G. certification is required with this report. This report also may be used to report the results of episodic remediation events or supplemental site assessment after SAR approval. The level of effort should determine whether this template or the Remedial Action Interim Report should be used. For site assessment work after SA report approval.

H.22 Natural Attenuation or Post Remediation Monitoring Quarterly Report

This report would typically contain information necessary to evaluate the progress of post remediation monitoring or natural attenuation (NA) monitoring for one sampling event (quarterly, semi-annual or annual). Should provide discussions of results if concentrations have increased to "action" levels or higher. No P.E. or P.G. certification required unless a recommendation for "No Further Action" or a recommendation to modify the approved plan is included.

H.23 Natural Attenuation or Post Remediation Monitoring Annual Report

This report provides a more substantial degree of evaluation of the progress of a natural attenuation or post remediation monitoring plan than the quarterly report, including conclusions and recommendations of whether to continue monitoring, validate and re-calibrate any models that may have been used, or re-establish new milestone objectives if necessary. The report must include a conclusions and recommendations section.

H.24 Well Abandonment Report

This is a minimal report to acknowledge that the well abandonment was completed when well abandonment was the only task performed. No P.E. or P.G. certification required.

H.25 Initial Map & Table Generation

This template is used to provide the time required to create the initial data summaries, convert tables to standard formats, and develop the base maps for sites with a significant amount of historical data only. This template is only allowed once per site (not once per Consultant).

H.26 Other Report Type

This template is used when a type of report is needed that does not fit any of the reports in this section. A backup spreadsheet would be used to build up the personnel costs associated with this report. Generally no other cost items would be included. The use of and the costs for this report require negotiation and approval by the RER project manager. Typical costs for this report are equivalent to the Remedial Action Interim Report, General Remedial Action Report or Source Removal Report depending on the level of effort required. In these cases, a backup spreadsheet is not required.

ATTACHMENT D

Equipment Rental Rate Schedule

The listed amount is the maximum allowable daily compensation. The maximum allowable weekly compensation is 4 times the daily amount. The maximum allowable monthly compensation is 3 times the weekly amount.

Item No.	Equipment	RATE
1.	Concrete Saw	49.02
2	Conductivity meter, pH meter and thermometer (set)	24.82
3.	Core Drill with 6" bit	125.02
4.	Data logger with transducers	164.73
5.	Dissolved oxygen meter	37.38
6.	Double ring infiltrometer	73.55
7.	Explosimeter	27.57
8.	FID (OVA)	131.75
9.	Gas Chromatograph (portable)	428.99
10.	Generator 5 kw	85.79
11.	Ground Penetrating Radar	980.55
12.	Hand Auger	11.04
13.	Metal Detector	25.24
14.	Oil/Water Interface Probe	41.99
15.	PID (HNU)	61.29
16.	PID (TIP)	56.54
17.	Portable drill rig	122.57
18.	Pressure Washer, gas powered	67.42
19.	Pumps (includes hoses up to 20' intake/50' discharge*):	
	a. Bladder combination	55.71
	b. *Centrifugal	28.19
	c. *Centrifugal, gas powered (1 1/2-inch)	37.48
	d. Hand	32.79
	e. Peristaltic	34.21
	f. *Submersible (2 inch)	70.47
	g. *Submersible (4 inch)	43.51
h. *Trash (3-inch & 4-inch)	39.04	
20.	Safety Equipment Level C: Polycoated Tyvek, cart. (GMC-H), Hayco booties, surgical gloves, nitril gloves, duct tape and full face respirator	114.61
21.	Safety Equipment Level D: Tyvek, Hayco booties, outer gloves and surgical gloves	42.89
22.	Safety Equipment, Modified Level D	14.10
23.	Soil Sampling devices	36.76
24.	Survey Equipment (set)	45.36
25.	Teflon Bailer	7.35
26.	Turbidity Meter	36.76
27.	Water Level Indicator	12.86

Template Equipment Kit Rate Schedule

The listed "TOTAL" amount is the maximum allowable daily compensation. Other numbers are for reference only. The maximum allowable weekly compensation is four (4) times the daily amount. The maximum allowable monthly compensation is three (3) times the weekly amount.

KIT	TOTAL	CONTENTS	USAGE	RATE
1. Soil Assessment Kit or Oversight Kit (w/ equip.) (1 person)	359.13	FID		131.75
		Soil Sampling Devices		36.76
		Hand auger		11.04
		Modified level D for 1 person		14.10
		Vehicle (w/fuel)		91.93
		Expendables		73.55
2. Monitoring Well Installation Kit (1 person)	418.89	Survey equipment set		45.36
		Water Level Indicator		12.86
		FID		131.75
		Oil-water probe		41.99
		Teflon Bailer		7.35
		Modified level D for 1 person		14.10
		Vehicle (w/fuel)		91.93
		Expendables		73.55
3. Hydrogeologic/Pumping Test Kit (1 person)	458.27	Water level indicator		12.86
		Modified level D for 1 person		14.10
		Vehicle (w/fuel)		91.93
		Expendables		73.55
		Pump		36.76
		Generator	75%	64.34
		Data logger with transducers		164.73
4. Groundwater Sampling Kit (1 person)	414.71	Water Level Indicator		12.86
		Oil-water probe	50%	21.00
		Vehicle (w/fuel)		91.93
		Modified level D for 1 person		14.10
		Expendables		73.55
		Pump		36.76
		Generator	25%	21.45
		Conductivity meter, pH meter and thermometer (set)		24.82
		Dissolved Oxygen Meter		37.38
		Turbidity Meter		36.76
		Teflon bailers (6)/Tubing		44.10

Template Equipment Kit Rate Schedule

KIT	TOTAL	CONTENTS	USAGE	RATE
5. RA Construction Kit (1 person)	212.52	FID	25%	32.94
		Vehicle (w/fuel)		91.93
		Modified level D for 1 person		14.10
		Expendables		73.55
6. In-House RA Construction Kit (for RAC & oversight – <u>includes</u> two vehicles) (2 people)	471.95	Mobile Shop Truck ² or Truck & Mobile Shop Trailer ²		245.33
		(w/fuel)		91.93
		Second Vehicle (w/fuel)		
		FID	25%	32.94
		Modified level D for 2 people		28.20
Expendables		73.55		
7. Operation and Maintenance Kit (1 person)	268.82	FID	50%	65.88
		Water Level Indicator		12.86
		Oil-water probe	25%	10.50
		Modified level D for 1 person		14.10
		Vehicle (w/fuel)		91.93
		Expendables		73.55
8. Free Product Recovery Kit (1 person)	247.31	Bailer (x2)		14.70
		Hand Auger		11.04
		Modified level D for 1 person		14.10
		Vehicle (w/fuel)		91.93
		Oil-water probe		41.99
		Expendables		73.55
9. Piezometer or Remediation Well Installation Kit (1 person)	377.22	Water Level Indicator		12.86
		FID		131.75
		Hand auger		11.04
		Oil-water probe		41.99
		Modified level D for 1 person		14.10
		Vehicle (w/fuel)		91.93
Expendables		73.55		
10. Oversight Allowance (no equip.) (1 person)	106.03	Modified level D for 1 person		14.10
		Vehicle (w/fuel)		91.93

Template Equipment Kit Rate Schedule

Expendables

The items listed below are all included under the heading of "expendables" in the equipment kits. Although many of these items are not expendable in the sense that you use them once and then throw them away, these items are indicative of the numerous small and inexpensive items that are included in the kits as expendables. This list is provided as guidance as to the sorts of items that should be considered as covered by the expendable charge in the kit. Questions regarding specific items that are not listed should be directed to your site manager.

The list of frequently used expendables includes the following:

Absorbent pads	Galvanized wash tubs	Rake
Alconox	Garbage cans and bags	Sample labels
Aluminum foil	High pressure air line	Sample preservatives
Asphalt/concrete patching material	Ice and vermiculite packing	Shovel
Bailer twine	LEL filters	Soil sample jars
Calibration gases & standards	Liquid hand soap	Spray paint
Camera and film	Liquinox soap	Sprayer bottles
Cleaning brushes	Nitrogen gas	Step ladder
DI water	Nitryl gloves	Stainless steel buckets/bowls
Drop cloths	Paper towels	Survey tape
Dry ice	Particulate filter	Tedlar bags
Duct tape	pH paper	Thermometer
Electrical engineers tool kit	Pick axe	Tool kit
Extension cords	Plastic buckets	Traffic cones
Fire extinguishers	Plastic sheeting	Transfer pipette
First aid kits	Post hole digger	Tubing - plastic/Tygon/garden hose
Flashlight	Pry bar	Well caps/locks/ties (replacement)
Fuel for light duty tools/equipment	PVC fittings	

MOBILE SHOP/TRAILER

Below are the general contents of the Mobile Shop (Truck or Trailer). The items listed are not all inclusive, but do represent the minimum items included in the Mobile Shop category. When the In-House RAC Kit is used, the items listed below are not to be billed separately.

Small Tools	Large Tools
Aux. Fuel Tank & Transfer Pump	Air Compressor – Electric (w/hoses)
Bull Float	Cement Finisher
Cement Finishing Kit	Cement Mixer
Chainsaw - Gas Powered	Compactor
Chop Saw - Electric	Concrete/Metal Saw - Gas Powered (w/blades)
Circular Saw - Electric	Generator – Small (5-10 KW)
Drill – Electric or 18V - 1/2"	Jackhammer
Electric Power Inverter - 3KW	Pressure Washer - Gas Powered (w/hoses)
Extension Ladder	Trash Pump - Gas Powered (w/hoses)
Extension Cords - Heavy Duty	
Framing Nailer	
Fuel for Light Duty Tools/Equip	
Grinder	
Hammer Drill - Electric 1"	
Heat Gun	
LEL/Explosimeter	
Reciprocating Saw - Electric	
Right Angle Drill - Electric 1/2"	
Ropes/Cables/Straps	
Step Ladder	
Survey Equipment	
Wet/Dry Vac - Industrial	

ATTACHMENT E

STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Contractor to whom the Contract has been awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. IF Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

- (b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- (c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

- (d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

- (e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

"A claimant, except a laborer, who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

A claimant who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the Contractor maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

EXHIBIT 2

DATE: June 17, 2021
TO: Namita Uppal, Chief Procurement Officer
Internal Services Department
FROM: Gary Hartfield, Division Director
Small Business Development
Internal Services Department 
SUBJECT: Compliance Review
Project No. E20-RER-01A
Environmental Cleanup, Compliance and Related Services for Miami-Dade County Facilities

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise-Architectural and Engineering (SBE-A&E) Program. The contract measure established for this project is a SBE-A&E Tier 3 Set-Aside.

The Strategic Procurement Division of the Internal Services Department has submitted proposal documents that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measure. Each firm was required to submit their Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the goal via the Business Management Workforce System (BMWS) and the following is their pre-award compliance status and summary.

<u>FIRM:</u>	<u>STATUS:</u>
1. BND Engineers, Inc.	Non-compliant
2. EBS Engineering, Inc.	Compliant

SUMMARY:

BND Engineers, Inc., a certified SBE-A&E firm, submitted their Utilization Plan committing to perform TCs 10.05 (Contamination Assessment and Monitoring), 10.06 (Remedial Action Plan Design), 10.07 (Remedial Action Plan Implementation/Operation/Maintenance), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 79.00% and to utilize 300 Engineering Group, P.A., a certified SBE-A&E firm to perform TCs 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 20.00%. BND Engineers, Inc. also listed in their Utilization Plan and their proposal documents: Manuel G. Vera & Associates, Inc. a graduated SBE-A&E firm to perform TC 15.01 (Land Surveying) at 1.00%. Manuel G Vera & Associates, Inc. graduated from the SBE-A&E program on March 5, 2019, a date which is prior to the project's proposal due date of May 11, 2021. As stipulated on Section VIII.D.3 of I.O. 3-32, the Implementing Order for the SBE-A&E Program: *"The following shall constitute a violation of this Implementing Order as they relate to an agreement that is Set Aside: The utilization of a non-certified SBE-A&E firm, or a prime successful proposer not meeting the SBE-A&E Program set-aside requirements"*

A non-compliance notification was prepared and sent to BND Engineers, Inc. and subsequently at the firm's request a virtual meeting was held on June 15, 2021. No additional substantial information was provided at the meeting and as such, BND Engineers, Inc. is found non-compliant with the overall Small Business measure established for this contract.

EBS Engineering, Inc., a certified SBE-A&E firm, submitted their Utilization Plan committing to perform TCs 10.05 (Contamination Assessment and Monitoring), 10.06 (Remedial Action Plan Design), 10.07 (Remedial Action Plan Implementation/Operation/Maintenance), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 80.00% and to utilize the following certified SBE-A&E firms: Ambro, Inc. to perform TCs 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 10.00% and Premiere Design Solutions, Inc. to perform TCs 15.01 (Land Surveying) and 16.00 (General Civil Engineering) at 10.00% for a total of 100.00%. Each sub-consultant confirmed their participation via the BMWS in agreement with the measure.

EBS Engineering, Inc. has satisfied the contract's Set-Aside measure and is in compliance with the overall Small Business measures established for this contract.

SBD has verified that none of the aforementioned firms is listed on the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation. Please be reminded that SBD's review is specific to the SBE-A&E Program. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Jhonnatan Escalante, Capital Improvement Project Analyst, at (305) 375-3192.

C: Laurie Johnson, SBD
Pablo Valin, ISD
Justin Espagnol, ISD

Memorandum



Date: August 20, 2021
To: Alex Muñoz, Director
Internal Services Department
Through: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department
From: Justin Espagnol, Consultant Selection Coordinator
Chairperson, Competitive Selection Committee *JE*
Subject: NEGOTIATION AUTHORIZATION
Department of Regulatory and Economic Resources
Environmental Cleanup, Compliance and Related Services
ISD Project No. E20-RER-01A, Set Aside

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer,
email=namita@miamidade.org, c=US
Date: 2021.08.20 19:00:02 -0400

FILED FOR RECORD
2021 SEP - PM 2:47
CLERK OF DISTRICT COURT
MIAMI DADE COUNTY, FL

The Competitive Selection Committee has completed the evaluation of the proposal(s) submitted in response to the referenced Internal Services Department solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

ISD Project No.: E20-RER-01A, Set Aside

Project Title: Environmental Cleanup, Compliance and Related Services

Scope of Services Summary: Perform environmental assessment and/or rehabilitation and related tasks, including but not limited to, drilling, surveying and mapping, and laboratory analytical services, at Miami-Dade County owned or operated sites. Perform services related to modification, repair, removal replacement, installation, and/or abandonment of any underground or aboveground storage systems, and related tasks necessary for the investigation, prevention, or cleanup of contamination. Perform services as design professionals and duties related to construction management for environmental related construction tasks. Perform related environmental work, not identified above, necessary for investigation or prevention of potential or known contamination, for compliance with all applicable regulations, protection of the environmental and public health, and for cleanup of environmental contamination.

Term and Estimated Cost of Contract: The County intends to retain one (1) qualified consultant/team for one (1) non-exclusive Professional Services Agreement with an effective term of three (3) years. The Professional Services Agreement has a total maximum compensation of \$3,000,000, exclusive of contingencies and allowances.

Small Business Enterprise Measure: On January 22, 2021, the Internal Services Department's Small Business Development Division established a Small Business Enterprise Architectural and Engineering Tier 3 - Set Aside Measure for this project.

Advertisement Date: April 2, 2021

Number of Proposal(s) Received: Two (2) proposals were received by the submittal deadline of May 11, 2021.

Analysis of Market Availability: Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Notice to Professional

Consultants, market research was performed. On June 10, 2021, the final recommendation of the market research was to proceed with the evaluation of the two (2) proposals.

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

Small Business Enterprise Compliance Review: The proposal submitted by BND Engineers, Inc., was deemed non-compliant with the Small Business Enterprise – Architectural and Engineering (SBE – A/E) Program. Consequently, the proposal from BND Engineers, Inc. was not evaluated by the Competitive Selection Committee. Please refer to the attached Compliance Review Memorandum dated June 17, 2021.

Selection Process: The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the Evaluation of Experience and Qualifications, and Second Tier is the Oral Presentations. The First Tier is the evaluation of the firms' current statements of experience, qualifications and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget, as demonstrated through an oral presentation from firms.

Note: The Competitive Selection Committee may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on August 5, 2021. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposer, and scoring and ranking the proposal in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored the sole responsive proposal. Please refer to the attached First Tier Tabulation Sheet.

Second Tier Results: Based on the Competitive Selection Committee's professional judgement, the information provided in the proposal was deemed sufficient to determine the experience and qualifications of the Proposer. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department (ISD) hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

- Justin Espagnol, A&E Consultant Selection Coordinator, Non-Voting Chairperson, ISD
- Julie Balogh, Manager, DERM Environmental Section, Department of Environmental Resources Management (RER)
- Rebecca Varley, Hydrogeologist 3, RER
- Gustavo Leal, Environmental Section Chief, Miami-Dade Aviation Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating a non-exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

EBS Engineering, Inc.

Final Ranking – 1

Total Adjusted Ordinal Score – 3

Total Adjusted Qualitative Points – 272

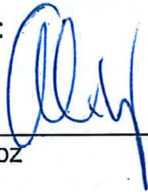
Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

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

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contract and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

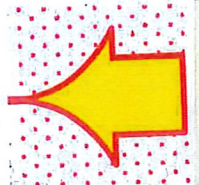
Approved:



Alex Munoz
Director

7/26/21

Date



Attachments:

1. Analysis of Market Availability
2. List of Respondents
3. SBD Compliance Review
4. First Tier Tabulation Sheet

C: Competitive Selection Committee
Clerk of the Board of County Commissioners

ANALYSIS OF MARKET AVAILABILITY

ISD Project No.:	E20-RER-01, Set Aside
ISD Project Name:	Environmental Cleanup, Compliance and Related Services
Department:	Miami-Dade Regulatory and Economic Resources (RER)
Submittal Date:	May 11, 2021
Submittals Received:	Two (2)
A&E Coordinator:	Justin Espagnol
Prepared on:	June 10, 2021

BACKGROUND:

ISD Project No. E20-RER-01, Set Aside Environmental Cleanup, Compliance and Related Services was advertised on behalf of the Miami-Dade Regulatory and Economic Resources (RER) on April 2, 2021. This solicitation was advertised to contract a professional services Architectural and Engineering firm to perform various environmental cleanup, compliance and related services.

The Consultant's major activities shall include:

- A. Performing environmental assessment and/or rehabilitation and related tasks, including, but not limited to, drilling, surveying and mapping, and laboratory analytical services, at Miami-Dade County owned or operated sites in accordance with Chapter 62-780 of the Florida Administrative Code ("FAC"), Chapter 24 of the Miami-Dade County Code, and all other applicable regulations.
- B. Performing services related to the modification, repair, removal, replacement, installation, and/or abandonment of any underground or aboveground storage systems, and related tasks, necessary for the investigation, prevention, or cleanup of contamination, in accordance with Chapters 62-761 and 62-762 of the FAC, Chapter 24 of the Code, and all other applicable regulations.
- C. Performing services as design professionals and duties related to construction management for environmentally related construction tasks related to A and B above.
- D. Performing other related environmental work, not identified above, necessary for investigation or prevention, for compliance with applicable regulations, protection of the environment and public health, and for cleanup of environmental contamination.

The Notice to Professional Consultants (NTPC) for this solicitation included the following Technical Certification requirements:

- 10.05 ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING (PRIME)
- 10.06 ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN DESIGN (PRIME)
- 10.07 ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN IMPLEMENTATION / OPERATION / MAINTENANCE (PRIME)
- 16.00 ENVIRONMENTAL ENGINEERING - GENERAL CIVIL ENGINEERING (PRIME)
- 17.00 ENVIRONMENTAL ENGINEERING - ENGINEERING CONSTRUCTION MANAGEMENT (PRIME)
- 15.01 SURVEYING AND MAPPING - LAND SURVEYING

The Miami-Dade County Small Business Development Division (SBD) assigned a measure of 100% SBE/A&E Tier 3 Set Aside.

Two (2) proposals were received through the BidSync system on May 11, 2021.

Section 3.2 of the NTPC states the following: "In the event that the County receives fewer than three proposals, the County may, in consideration of the nature of the project (specialized scope of services, technical certifications required, preclusion language, potential for organizational conflict of interest, project priority, etc.), elect to proceed with the proposal(s) received which are determined to be responsive and responsible.


ANALYSIS OF MARKET AVAILABILITY CONDUCTED:

Prior to advertisement, the Small Business Development Unit conducted a survey of market availability that showed sufficient Small Business Enterprise (SBE) firms registered with the County as Tier 3 and technically certified to perform the requested work as a prime consultant.

The BidSync report shows that nine hundred seventy one (971) were invited, A&E firms received the invitation, and seventy nine (79) A&E firms successfully downloaded the solicitation for review. In addition, during the Project Briefing held on April 9, 2021, ten (10) firms attended the online project briefing. During the meeting, none of the firms' representatives raised any issues or concerns regarding any apparent project participation restrictions or limitations. The general expectation at that time was that due to the specialized nature of the project, a limited number of firms would consider competing for selection for this project.

RECOMMENDATION:

This project was pre-advertised as a Future Solicitation on January 29, 2021 for a period of two weeks and no questions or comments were received from the public. Furthermore, the formal advertisement period for this project was several weeks, from April 2, 2021 to May 11, 2021. Based upon the above facts, and RER's need for these specialized services, it is recommended that the two (2) proposal received electronically via BidSync be considered and evaluated through the A&E process.



Justin Espagnol
A&E Consultant Selection Coordinator
Internal Services Department

06/10/2021

Date

 06/10/2021



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Environmental Cleanup, Compliance and Related Services

Project No.: E20-RER-01A

Measures: SBE-A/E Tier 3 - 100% Set Aside

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 05/11/2021

Team No.: 1

Prime Local Preference: Yes

Prime Name: EBS ENGINEERING INC

FEIN No.: 650492113

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. AMBRO INC
- b. PREMIERE DESIGN SOLUTIONS INC
- c. ADVANCED ENVIRONMENTAL LABORATORIES INC
- d. JAEЕ ENVIRONMENTAL SERVICES INC

- 650266641
- 260571068
- 593274470
- 650289079

Team No.: 2

Prime Local Preference: Yes

Prime Name: BND ENGINEERS INC

FEIN No.: 650421519

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. 300 ENGINEERING GROUP PA
- b. MANUEL G VERA AND ASSOC INC

- 562612529
- 591741639

FIRST TIER MEETING Thursday, August 5th 2021		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	Local Pref. Range & Ranking	FINAL RANK
Internal Services Department (ISD) Professional Services for the Environmental Cleanup, Compliance and Related Services for Miami-Dade County Facilities		Julie Balogh, RER	Rebecca Varley, RER	Ini Roberts, WASD	Francesca Taylor, DTPW	Gustavo Leal, MDAD						
TABULATION SHEET ISD PROJECT NO. E20-RER-01A, Set Aside												
NAME OF FIRM(S)												
1	EBS Engineering, Inc.	45	46	49	40	46	224	447	3	1	286 268	1
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	17	20	19	15	20	91					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	19	19	16	18	88					
	3A - Past Performance of the Firms (Max. 20 points)	4	5	5	4	4	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	5	4	5	22					
	5A - Ability of team members to interface with the County (Max 5 points)	86	94	97	78	92						
	Ordinal Scores	1	1	1	1	1						
	Dropped Ordinal Scores	1	1									
	Dropped Qualitative Scores			97	78		272					
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.											
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A											
2	BND ENGINEERS, INC. (ELIMINATED)											
	Justin Espagnol, Chalperson											