

Date: February 7, 2023

Agenda Item No. 8(P)(7)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation for Approval to Award a Legacy Contract: Pipeline Acoustic Fiber Optic (AFO) Monitoring and Inspection Services

Summary

This item is requesting approval to award a legacy contract to provide Pipeline Acoustic Fiber Optic (AFO) Monitoring and Inspection Services of pre-stressed concrete cylinder pipes (PCCP) for the Miami-Dade Water and Sewer Department (WASD). This contract will provide for continuous, real-time pipeline inspections, condition assessments, live wire break monitoring using an acoustic fiber optic monitoring system from Pure Technologies US, Inc. It will also provide analysis and identification of segments presenting broken wire wraps and related services to continue supporting risk mitigation efforts along the three highest risk transmission pipeline routes. These services will allow WASD to monitor and service several miles of pre-stressed concrete cylinder pipes to prevent a breakdown in the delivery of finished water across the County. As many pipes were installed decades ago and have proven to be compromised due to PCCP Manufacturing issues which were prevalent in the 1970s, it is imperative to have continuous monitoring to detect the possibility of any failure. This technology is proprietary, and the County has made significant investments in it. Replacing the technology may cost over \$24 million, but the result will not be same as the AFO Monitoring system is unique and no other technology can monitor in real-time the PCCP wire break and structural integrity. Other technologies would only provide condition assessment and leak detection services at a particular moment in time.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request to award *Legacy Contract No. L9537-0/27, Pipeline Acoustic Fiber Optic (AFO) Monitoring and Inspection Services* to Pure Technologies US, Inc. (Pure Technologies), for the Water and Sewer Department, in the amount of \$5,000,000 for a five-year term, pursuant to Section 2-8.1(b)(2) of Miami-Dade County Code. The Small Business Enterprise measures and Local Preference do not apply as this is a legacy contract. The AFO monitoring and inspection system of prestressed concrete cylinder pipes (SoundPrint® AFO) is proprietary to Pure Technologies, and they have not authorized any vendor to provide monitoring and inspection services using this patented technology. There are other technologies that can be used for condition assessment and leak detection services for various types of pipes, but using the currently installed real time AFO system is in the County's best interest.

Background

This contract provides for detailed assessment reports on the internal condition of PCCP using non-destructive patented technology that has been in use by the County for over 10 years. The AFO Monitoring and Inspection Services will allow WASD to keep critical waterpipes performing at optimum levels. These inspection services identify areas of weakness by providing reports of which parts of the pipe are likely to experience a problem, allowing Water and Sewer to prevent catastrophic failures. The current contract, SS9537-0/21, was awarded for a five-year term as a sole source contract through Resolution No. R-745-17 and will expire on February 28, 2023. Over the past ten years, the County has invested nearly \$48 million related to water and wastewater pipeline monitoring and inspection services provided by Pure Technologies, and subsequent rehabilitation of the PCCP system. The investment includes AFO Installations of single and dual acoustic monitoring data acquisition systems, purchasing of fiber optic cables and installation; in addition to the fees associated with monitoring, forensic analysis, inspection services, and removal/reinstallation of AFO fiber optic cables for pipe repair work. To date,

about 20 miles of AFO monitoring systems have been installed by Pure Technologies along Water and Sewer's PCCP transmission pipelines.

Most of WASDS's critical water and wastewater pipelines are made of PCCP, ranging in size from 36-inches to 102-inches in diameter. A PCCP consists of a concrete core, a thin steel cylinder, high tensile prestressing wires, and a mortar coating. These wires are part of the pipe's structure, and if a large number of them fail or break, the structure would be compromised. Continuous live wire break monitoring and performing routine internal pipe assessments help the Department mitigate the risk of catastrophic failures and contribute to the pipes performing at optimum levels. The pipeline condition assessment and inspection services for pipes without the AFO installed system will be solicited via a Request to Qualify (Pool) and the proposed Pool will be presented to the Board by Spring 2023.

It has been determined that competition is not practicable at this time. There are other technologies available with equipment offering similar capabilities; however, the capabilities of the AFO monitoring and inspection system being provided by the recommended vendor, Pure Technologies US, Inc. (Pure Technologies) provide unparalleled monitoring services to ensure PCCPs perform at optimum levels by utilizing industry standard patented technologies to perform internal inspections and provide reports identifying areas of weakness. Pure Technologies has the worldwide patent rights to these advanced technologies, under the "SoundPrint® AFO," "PipeDiver®" and "SmartBall®" trademarks. Additionally, it would not be cost effective for the County to remove the existing 20 miles of AFO monitoring system currently installed and replace with another vendor's condition assessment and monitoring system at cost significantly higher than the value of this legacy contract. The availability of competition will be continually monitored to ensure the need for future legacy purchases is reduced or eliminated as soon as practicable.

Considering all the benefits, unique capabilities and unparalleled monitoring services being provided by Pure Technologies to reduce the risk of catastrophic failures, it is in the best interest of the County to approve the Legacy contract, pursuant to Section 2-8.1(b)(2) of Miami-Dade County Code to continue purchasing AFO monitoring and inspection services.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$5,000,000. The current contract, SS9537-0/21, is valued at \$30,000,000 for a five-year and six-month term and expires on February 28, 2023. The allocation for the existing contract is higher than the proposed Legacy contract due to reduction in the scope of work.

Department	Allocation	Funding Source	Contract Manager
Water and Sewer	\$5,000,000	Proprietary Funds	Fredrick Taylor
Total:	\$5,000,000		

Track Record/Monitor

Manuel Jimenez, of the Strategic Procurement Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Pure Technologies U.S., Inc.	8920 State Route 108 Suite D Columbia, MD	7400 Corporate Center Drive Suite E Miami, FL	5	Reid McDougall
			2%	

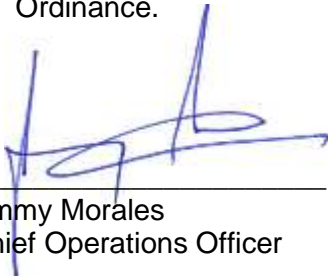
*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply as the services to be procured are not covered services under the Ordinance.



Jimmy Morales
 Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(7)

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(P)(7)
2-7-23

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AWARD OF A LEGACY CONTRACT FOR PIPELINE ACOUSTIC FIBER OPTIC ("AFO") MONITORING AND INSPECTION SERVICES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT, CONTRACT NO. L9537-0/27, TO PURE TECHNOLOGIES U.S. INC. IN A TOTAL AMOUNT NOT TO EXCEED \$5,000,000.00 FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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:

Section 1. This Board authorizes award of a legacy contract pursuant to section 2-8.1(b)(2) of the County Code to Pure Technologies U.S., Inc. in a total amount not to exceed \$5,000,000.00 for a five-year term for Contract No L9537-0/27, in substantially the form attached hereto and made a part hereof, for Pipeline Acoustic Fiber Optic ("AFO") Monitoring and Inspection Services for the Miami-Dade Water and Sewer Department.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee to execute the contract and to exercise all provisions, including any cancellations or extension provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of February, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Eduardo W. Gonzalez

Pipeline Acoustic Fiber Optic (AFO) Monitoring and Inspection Services
Contract No. L9537-0/27

THIS AGREEMENT for the provision of Pipeline Inspection Services, made and entered into as of this _____ day of _____ by and between Pure Technologies U.S., Inc., a corporation organized and existing under the laws of the State of Maryland, having its principal office at 8920 State Route 108, Suite D, Columbia, MD 21045 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for pipeline acoustic fiber optic (AFO) and inspection services, supply all test equipment required to perform monitoring and internal inspections of pre-stressed concrete pipeline identified in the Scope of Services, Appendix A, for specific projects, using SoundPrint® Acoustic Fiber Optic (AFO), PipeDiver® Electromagnetic (EM), SmartBall® Leak Detection (SMB), and Sahara® technologies on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the County desires to procure from the Contractor such pipeline acoustic fiber optic (AFO) monitoring and inspection services using SoundPrint® Acoustic Fiber Optic (AFO), PipeDiver® Electromagnetic (EM), SmartBall® Leak Detection (SMB), and Sahara® technologies for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- c) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Pure Technologies U.S., Inc. (PURE) and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to Deliverables, as defined herein, developed by the Contractor and its Subcontractors specifically for the County.
- h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- k) The words "Service" or "Services" to mean the provision of pipeline monitoring and inspection services in accordance with the Scope of Services.

- l) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- n) The word "Mobilization" is defined to mean each time that the Contractor assembles its equipment, staff, and resources and sets up to insert its equipment into the pipeline to inspect a specific area of pipe.
- o) The words "Task Order" to mean a document that defined and contains the description of the service to be provided including deliverables and detailed cost estimates. The County has the right to revise, approve and disapprove Task Orders.
- p) The words "approved Task Order" to mean a document that contains written authorization by the Project Manager authorizing Contractor to proceed.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 46, 2) Appendix A, and 3) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the 60th month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County Water and Sewer Department
 Attention: Division Director Water Transmission and Distribution Division
 1001 NW 11 Street
 Miami, FL 33136
 Phone: 786-268-5401
 Fax: 786-552-4152
 E-mail: lazaro.cabrera@miamidade.gov

and

Miami-Dade County Water and Sewer Department
 Attention: Division Director, Wastewater Collection & Transmission Line Division
 23200 SW 97 Avenue, Suite 1
 Cutler Bay, FL 33190
 Phone: 786-268-5001
 Fax: 786-268-5030
 E-mail: oscar.vasquez@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Pure Technologies U.S., Inc. (PURE)
7400 Corporate Center Drive, Suite E
Miami, FL 33126
Attention: Jennifer Leone, Business Development Manager
Phone: (786) 918-8793
E-mail: Jennifer.Leone@xylem.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

(A) The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

(B) PRICE ADJUSTMENTS

- i. The rates specified in Appendix B of this Agreement shall prevail for one (1) year from the effective date of the Agreement. The County may consider an adjustment to the rates based on the most recent twelve-month change in the following pricing index: Consumer Price Index, All Urban Consumers, All Items, in the Miami-Fort Lauderdale Area.
- ii. It is the Contractor's responsibility to request any pricing adjustment under this provision. The Contractor's request for adjustment must be submitted no less than thirty (30) days prior to end of the 12-month period. The Contractor adjustment request should not be in excess of the relevant pricing index change. Any adjustment request received after the 12-month anniversary date of the Agreement's effective date may not be considered by the County.
- iii. The County reserves the right to reject any price adjustment requests submitted by the Contractor.
- iv. The County reserves the right to request that the Contractor adjusts its rates downwards to reflect any downward movement in the applicable index.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

For each specific project (pipeline inspection), the Contractor shall provide the County with a written estimate based on the rates as specified in Appendix B. The project price shall remain firm and fixed until completion of the inspection, and acceptance of the report by the County's Project Manager or designee.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. 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 Mayor, 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.

- a. For Acoustic Fiber Optic (AFO) monitoring services, the Contractor shall invoice the County as follows:
 - i. Monitoring services shall be invoiced quarterly after the end of the quarter.
 - ii. Warranty services shall be invoiced annually prior to the start of the warranty period.
- b. For inspections and assessments projects, the Contractor shall invoice the County as follows:
 - i. Sixty percent (60%) of the total calculated amount shall be invoiced upon completion of the field data collection of each pipeline.
 - ii. Forty percent (40%) of the total calculated amount shall be invoiced upon delivery of the electronic copy of the Draft Report for each pipeline.
- c. For AFO Project installations, the Contractor shall invoice the County as follows:
 - i. Sixty percent (60%) shall be invoiced upon delivery and acceptance of materials
 - ii. Forty percent (40%) shall be invoiced upon commissioning and acceptance of the system.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide Services to be performed under this Contract. The compensation for all Services performed under this Contract, including all costs associated with such Services, shall be in accordance with Appendix B – Schedule of Inspection Rates. The County shall have no obligation to pay the Contractor any additional amount in excess of these rates, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade Water and Sewer Department
3071 SW 38th Avenue
Miami, FL 33146
Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all third-party 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 or relating to the negligence, intentional misconduct, or breach of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability in an amount not less than \$1,000,00,0 per occurrence, and \$2,000,000 in the aggregate not to exclude coverage for Products and Completed Operations and Explosion Collapse and Underground Hazards.
Miami-Dade County must be shown as an additional insured with respect to this coverage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability or Errors & Omissions insurance in the name of the licensed engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project in an amount not less than \$1,000,000 per claim.

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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, 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.
- e) 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 Contractor'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 Contractor 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 Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will

apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate

or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

Notwithstanding anything herein to the contrary, neither party hereto will be liable to the other for any consequential, indirect, incidental, or special loss or damage suffered by the other party or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy. Contractor's cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed the greater of (i) the aggregate consideration paid by the County to Contractor for the portion of the Services that gave rise to the liability, or (ii) \$2 million; provided, however, that this clause shall not limit Contractor's indemnification obligations hereunder.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, County will not acquire any proprietary rights in Contractor's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Contractor's Proprietary Technology"). Any modifications or improvements to the Contractor's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Contractor.
- e) Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or

become affiliated with the County.

- f) Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected and received in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of Contractor and County's clients.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

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| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit.
(Section 448.095, of the Florida State Statutes)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</p> <p>16. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
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b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation,

partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, 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 is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG'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 form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge 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.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne

by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such

information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by 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, Florida Statutes, 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 Contractor 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 Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-IG)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 46. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

(Signatures Following Page)

CANADA)
Province of Ontario)
Regional Municipality of Peel)
To Wit)

*To All Whom These Presents
may come, be seen or known*

I, Karen Magalhaes, a Notary Public in and for the Regional Municipality of Peel,
Province of Ontario, by Royal Authority duly appointed, residing at the City of
Mississauga, in the said Province,

Do Certify and Attest that the paper-writing hereto annexed bears the true signature of
Reid McDougall, Vice President of Pure Technologies Ltd., a subsidiary of Xylem Inc.

an act whereof being requested, I have granted under my Notarial Form and Seal of
Office to serve and avail as occasion shall or may require.

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of
Office at Mississauga, Ontario this 16th day of September 2022.



Karen Magalhaes
Notary Public in and for the Province of Ontario, Region Municipality of Peel

Karen Elizabeth Magalhaes, Notary Public
Province of Ontario, limited to the attestation
of instruments and the taking of affidavits,
for Xylem Inc. and its subsidiaries.
Expires May 11, 2025.

APPENDIX A – SCOPE OF SERVICES**Pipeline Acoustic Fiber Optic (AFO) Monitoring and Inspection Services****1. SCOPE OF WORK**

This contract will provide for continuous, real time pipeline inspections, condition assessments, live wire break monitoring through an acoustic fiber optic monitoring system (SoundPrintAFO), failure margin analysis identification of segments presenting broken wire wraps and related services to continue supporting risk mitigation efforts along the three highest risk transmission pipeline routes. Pipeline inspection services will be conducted periodically to reestablish baseline to maintain the accuracy of the existing AFO monitoring system and to identify and repair defective segments:

A. Pipeline Acoustic Fiber Optic (AFO) Monitoring, Warranty and Installation

1. AFO pipeline installations will be continuously monitored for data indicative of wire wrap breaks. Email notification of wire break events shall be sent to concerned parties with the time and location information. Notifications of wire break activity shall be posted to the AFO Hub website within 1 business day of each event.
2. Limited extended warranty for any AFO System component which is supplied and installed including: components contained inside of the DAQ under standard power conditions defined in the initial purchase and sale agreement, air conditioning units and associated components under manufacturer's specified operating conditions, junction boxes and associated hardware and conduit exposed to conditions as presented to Pure Technologies at the time of commissioning, K2 jacketed fiber optic cable that has been damaged during normal pipeline operating conditions, labor costs to repair or replace damaged or defective parts, and labor costs associated with commissioning, remapping and software adjustments following the repair of any fiber optic cable. Defective equipment shall be replaced or repaired.
3. Additional SoundPrint AFO systems shall be provided and installed at the County's request. Contractor shall provide all system hardware and software components required for the continuous pipeline monitoring system and assist the County in specifying construction activities required for the proper installation of the system. A detailed scope of work shall be provided by Contractor and include details on materials, access requirements, and installation procedures.

B. Pipeline Inspection Services

1. The number of broken prestressing wire wraps in each inspected prestressed concrete cylinder pipe (PCCP) section (alternatively, reinforcing bars in bar wrapped pipe, or volume of steel reinforcement loss in reinforced concrete pipe);
2. The location of any leaks or gas pockets within the main;
3. A performance curve for each design class/soil depth combination for each distressed pipe, calculated using a 3-D non-linear finite element analysis;
4. A structural engineering analysis detailing the repair priority for each distressed pipe section, and;
5. Pressure transient monitoring.

C. Final Report/Project Deliverable; including the following:

1. Categorization of the structural damage found, allowing the WASD to prioritize its rehabilitation program and allocate funds accordingly in an emergency and/or an annual basis.

2. Information needed to extend the useful life of their pipelines using the information as a starting point for a root cause analysis if the pipeline is deteriorating.

The Contractor shall supply all test equipment required to perform an internal inspection of portions of pipeline identified in the Scope of Work for each specific project, using its patented SoundPrint® Acoustic Fiber Optic (AFO), PipeDiver® Electromagnetic (EM), SmartBall® Leak Detection (SMB), and Sahara® technologies. The purpose of the inspection(s) is to identify, localize, and quantify the presence of broken steel reinforcement in individual segments of pipe along the pipeline; make repair prioritizations, and locate anomalies. The Contractor shall supply trained technicians, as required, to operate the equipment, perform the inspection, analyze the data, and provide a written report as outlined in the Scope of Work.

2. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- a. Prepare and submit a Task Order for approval before any assessments and in accordance with County established yearly inspection schedule and cycle submitted and authorized by the County. After the Task Order approval, a pre-planning meeting will be set up to determine the date and time along with other details specific to the assessment process.
- b. Begin the project immediately after Task Order authorization is received by the Contractor. Planning meetings will be scheduled to revise planning documents and to determine the actual date of the inspection.
- c. Deadlines for each County approved Task Order completion will be based on requirements and specifications of each individual project
- d. Review all of the information provided by the County regarding the section(s) of pipeline to be inspected.
- e. Expedite deployment of all equipment and crew to perform the service.
- f. Conduct a one (1) day onsite meeting with the County prior to the inspection to evaluate if the insertion sites are sufficiently prepared for equipment insertion and to prepare for logistic coordination.

Specific to the Electromagnetic (EM) inspection, the Contractor shall do the following:

- g. Provide all data collection equipment, tools, and trained technicians, as necessary, to operate the equipment.
- h. Collect data for the identified section(s) of pipeline.
- i. Perform a comprehensive review and analysis of the data.
- j. During manned EM inspections, perform a visual inspection to evaluate each of the pipeline joints in order to determine if any repair is necessary. Concurrently, a sounding inspection shall be performed to locate any hollow areas within the lining of the pipeline.
- k. Determine repair priority by performing a preliminary risk analysis for each distressed pipe with a specific design and cover height. The risk curves shall be presented in terms of pressures that produce different limit states for varying effective numbers of broken wires, accounting for uncertainties and expected rate of progression of broken wires based on data that is not site specific.

Specific to the Sahara inspections, the Contractor shall do the following:

- l. Provide a list of locations where the Sahara® equipment will be inserted into the pipeline, as well as minimum clearance requirements for the insertion components that will be utilized.
- m. Provide a list of locations where additional 2" taps (if necessary) will be required for insertion of the Sahara® equipment.
- n. Provide the County with the minimum flow velocity that will be required for the inspection.
- o. Develop a project plan that is acceptable to all parties.
- p. Provide all Sahara® Leak Location equipment, tools, and trained technicians, as necessary, to operate the equipment.
- q. Perform a comprehensive review and analysis of the data.
- r. Mark on the surface of the ground any leaks found and providing an estimate of the size of each leak (small, medium, large).
- s. Provide GPS coordinates of all leak locations and insertion sites.

Specific to the installation of AFO, the Contractor shall do the following:

- t. Supply, design, install and commission AFO System.
- u. Provide all AFO equipment, tools, and trained technicians, as necessary, to install and operate the equipment.
- v. Install AFO to provide near real time monitoring of pipeline 24 hours per day/7 days per week for the period identified by the County.

Specific to the SmartBall®, the Contractor shall do the following:

- w. Review all the information provided by the County regarding the section(s) of the pipeline to be inspected.
- x. Provide and expedite all equipment and crew to deliver this service.
- y. Provide all SmartBall® data collection equipment, tools, and trained technicians to operate the equipment.
- z. Collect SmartBall® data for the identified section(s) of pipeline.
- aa. Perform a comprehensive review and analysis of the data.
- bb. Disinfect the equipment and personnel, including subcontractors and divers, as required by the Country and/or local codes and ordinances.

3. COUNTY RESPONSIBILITIES

The County will:

- a. Establish a yearly inspection schedule or cycle which is developed through historical data collected on previous condition assessment. This schedule will be shared with the Contractor at the beginning of each calendar year. The yearly inspection schedule will dictate the frequency with which pipeline segments or routes will be assessed and/or inspected. After a baseline is established on a pipeline route/segment, the frequency with which pipelines will be inspected is

determined based on historical data collected and the rate of deterioration/distress of said route/segment. Various pipe segments will deteriorate or suffer from distress based on a different factors (i.e. manufacture date, manufacture techniques, pre-stressed wire used, environment, installation and etc.). The inspection schedule is subject to change and adjustments each year based on the rate of deterioration or distress of said pipelines and the recommendation of the County staff, as well as recommendations provided on previous assessment and/or inspection reports.

- b. Provide information about the pipeline to the Contractor at least two (2) weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures, air valves, blow-offs, and main line valves – if available.
- c. Obtain any required legal right-of-entry on the property at no cost to the Contractor.
- d. Provide support personnel during the inspection for locating the access man ways, traffic control, and other support as necessary.
- e. Require a complete drawing review of the pipeline to be performed by the Contractor prior to the inspection to identify any areas of concern. If the drawings do not accurately reflect the pipeline's in-situ condition, and obstacles are encountered that the tool cannot negotiate, the County and the Contractor shall work cooperatively to remove unmanned inspection equipment from the pipeline. Any costs incurred in such efforts shall be limited to the respective domain of the County and the Contractor.
- f. Remove flanges at man way to provide access into the pipeline and maintaining safe access to the man way location throughout the inspection.
- g. Excavate, de-water, shore up, and/or provide scaffolding of job area, all of which will comply with OSHA standards.
- h. Render access locations safe for manned entry, including removing the pipeline from service, as necessary; vector and rodent control; ventilation and monitoring of air quality at specified access locations, if necessary; and meeting the requirements of federal and local government authorities.
- i. Provide all supplies and equipment for disinfecting the pipeline as required by local codes and ordinances.
- j. Provide the Contractor with the minimum and maximum flow velocities and pressures that the pipeline operates at.
- k. Power and communication to operate the fiber optic data acquisition system in addition to a high speed internet connection.
- l. Provide a lifting device capable of lifting at least 500 lbs. to lower the PipeDiver equipment into and raise the equipment out of the pipeline, if necessary.
- m. If possible and not cost-prohibitive, prepare and/or modify existing pipeline fittings and structures as indicated by the Contractor to accommodate insertion of the equipment.
- n. Provide and maintain safe and reasonable access to all insertion sites throughout the inspection and obtain public works and/or police permits, as required.
- o. Operate the pipeline in a manner that will achieve the minimum flow velocity indicated in the project plan throughout the inspection.

- n. Render confined space areas safe for the services, including locking and tagging pumps, valves and motors; de-watering areas to permit movement of persons and equipment; and vector and rodent control.

4. REPORTS

- a. Preliminary Results: Table of Results shall be available within four (4) weeks after the inspection completion.
- b. Draft Report: The Draft Report shall be delivered within six (6) weeks after the inspection. The Draft Report shall describe the technology and its limitations, discuss the project in general terms, identify the segments of pipe within the pipeline that have broken pre-stressing wires and rank these segments in quantitative estimates for each pipe segment. The Draft Report shall be delivered in electronic format to the County to review for up to five (5) business days and provide comments to the Contractor Project Manager for inclusion into the Final Report. After five (5) business days, the Draft Report shall be made Final, with or without any comments provided by the County.
- c. Final Report: The Final Report shall be delivered in both electronic and hard copy formats (5 copies of hard-copy format), and if adequate survey coordinates of the structures and pipeline are available or can be obtained during the inspection, it shall include an electronic map of the section of the pipeline inspected.

5. POST PROJECT SUPPORT

The Contractor shall provide support and answer questions regarding the inspection and Final Report for up to thirty (30) days from the date that the Final Report is delivered to the County, at no additional cost.

APPENDIX B

SCHEDULE OF INSPECTION RATES

1. The Contractor will be paid in accordance with the rates below for inspections:

Item	Description	Estimated Quantity	Unit of Measure	Unit Cost
a.	Pipe Diver/Smart Ball inspection and analysis	20	Miles	\$ 73,485 Per mile
b.	Mobilization	10	Each	\$ 80,000 Per mobilization
c.	Stand-by	N/A	Day	\$ 17,500 Per day

Notes:

- 1) The minimum pipeline inspection distance per mobilization shall be three (3) miles.
- 2) The County shall have the right to cancel a project, within 3 business days prior to inspection, due to any unforeseen storms or other climatic events or natural disasters that the County determines may impact the project. The Contractor shall not assess any Stand-by, Mobilization, or any other charge due to such cancellation.

2. AFO Installations:

Item	Description	Estimated Quantity	Unit of Measure	Project Cost
a.	Single Acoustic Monitoring Data Acquisition System (DAQ) (Indoor/Outdoor)	1	Each	\$350,000/\$420,000
b.	Dual Acoustic Monitoring Data Acquisition System (DAQ) (Indoor/Outdoor)	1	Each	\$612,500/\$735,000
c.	Fiber optic cable and installation – up to 5 miles	5	Per Mile	\$125,000
d.	Fiber optic cable and installation – >5 to 10 miles	5	Per Mile	\$107,100
e.	Fiber optic cable and installation – >10 miles	15	Per Mile	\$72,300
f.	AFO Design and Setup	3	Per DAQ	\$70,000
g.	Monitoring Rate	40 Miles	Per foot/per year	\$2.52
h.	AFO Warranty - Single DAQ	3	Per DAQ/per annum	\$43,000
i.	AFO Warranty - Dual DAQ	3	Per DAQ/per annum	\$79,000
j.	Additional Parts & equipment not covered by warranty	50	Each	Cost plus 0%

3. Rates for Other Electromagnetic Assessment Services and Stand-Alone Leak Detection Services:

Item	Description	Manned-Entry Electromagnetics	Manned-Entry Visual/Sounding	Robotics	Sahara Video/Leak Detection	SmartBall Leak Detection
a.	Mobilization	\$35,000	\$20,000	\$50,000	\$35,000	\$20,000
b.	Stand-by Rate per day	\$10,000	\$4,000	\$15,750	\$5,500	\$5,500
c.	Inspection Rate per Foot (Up to 5 miles)	\$ 11.00	\$3.20	\$13.00	\$4.40	\$4.00
d.	Inspection Rate per Foot (Over 5 miles)	\$10.00	\$2.70	\$10.50	\$4.00	\$3.50

Notes:

- 1) The minimum pipeline inspection distance per mobilization for Robotics shall be one (1) mile.
 - 2) The minimum pipeline inspection distance per mobilization for Sahara Video/Leak Detection shall be one half (0.5) mile.
 - 3) The minimum pipeline inspection distance per mobilization SmartBall Leak Detection shall be one and one half (1.5) miles.
 - 4) The County shall have the right to cancel a project three (3) business days prior to inspection, due to any unforeseen storms or other climatic events or natural disasters that the County determines may impact the project. The Contractor shall not assess any Stand-by, Mobilization, or any other charge due to such cancellation.
4. Rates for Pipe Marking (internally locating and marking pipes identified for rehabilitation), external electromagnetic testing, AFO cable removal/re-installation (for pipe repair work) and other miscellaneous field support:

Item	Description	Estimated Quantity	Unit	Unit Cost
a.	Mobilization and one 10-hour day of pipe locating and external electromagnetic testing	10	Each	\$9,500
b.	Each additional day pipe marking	10	Each	\$1,500
c.	Transient Pressure Monitoring	10	Each	\$5,000
d.	Laboratory analysis	N/A	Each	Cost plus 0%
e.	AFO Fiber Removal/Reinstallation for pipe repair work	25	Per section	\$14,000
f.	Render confined spaces safe (mobilization and planning)	5	Each	\$13,750
g.	Render confined spaces safe (daily rate and equipment rental – does not include dewatering)	5	Day	\$4,400
h.	Forensic Analysis - PCCP Continuity testing	3	Per Pipe	\$10,000
i.	Forensic Analysis - PCCP External pipeline evaluation (w/dissection)	3	Each	\$16,000
j.	Forensic Analysis - PCCP External pipeline evaluation (no dissection)	3	Each	\$3,500

APPENDIX A
SCOPE OF SERVICES
Pipeline Inspections

1. SCOPE OF WORK

The following are project requirements/deliverables that must be provided to the County:

A. For Concrete Pipelines

1. The number of broken prestressing wire wraps in each inspected prestressed concrete cylinder pipe(PCCP) section (alternatively, reinforcing bars in bar wrapped pipe, or volume of steel reinforcement loss in reinforced concrete pipe);
2. The location of any leaks or gas pockets within the main;
3. A performance curve for each design class/soil depth combination for each distressed pipe, calculated using a 3-D non-linear finite element analysis;
4. A structural engineering analysis detailing the repair priority for each distressed pipe section, and;
5. Pressure transient monitoring.

B. For Metallic Pipelines

1. The location and quantification of volumetric wall loss along each inspected pipe section;
2. The location of any leaks or gas pockets within the main;
3. A performance curve for each design class/soil depth combination for each pipe with wall loss using a 3-D non-linear finite element analysis;
4. A structural engineering analysis detailing the repair for each metallic pipe section with wall loss, and;
5. Pressure transient monitoring.

C. Final Report/Project Deliverable will provide the County the following:

1. Categorization of the structural damage found, allowing the WASD to prioritize its rehabilitation program and allocate funds accordingly in an emergency and/or an annual basis.
2. Information needed to extend the useful life of their pipelines using the information as a starting point for a root cause analysis if the pipeline is deteriorating.

The Contract shall supply all test equipment required to perform an internal inspection of portions of pipeline identified in the Scope of Work for each specific project, using its patented Remote Field Transformer Coupling (RFTC), Sahara®, Pipediver®, Electromagnetic (EM), Smartball® Leak Detection (SMB), and Sound Print® AFO (AFO) technologies. The purpose of the inspection(s) is to identify, localize, and quantify the presence of broken steel reinforcement and/or wall loss in individual segments of pipe along the pipeline; make repair prioritizations, and locate anomalies. The Contractor shall supply trained technicians, as required, to operate the equipment, perform the inspection, analyze the data, and provide a written report as outlined in the Scope of Work.

2. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- a. Prepare and submit a Task Order for approval before any assessments and in accordance with County established yearly inspection schedule and cycle submitted and authorized by the County. After the Task Order approval, a pre-planning meeting will be set up to determine the date and time along with other details specific to the assessment process.
- b. Begin the project immediately after Task Order authorization is received by the Contractor. Planning meetings will be scheduled to revise planning documents and to determine the actual date of the inspection.
- c. Deadlines for each County approved Task Order completion will be based on requirements and specifications of each individual project
- d. Review all of the information provided by the County regarding the section(s) of pipeline to be inspected.
- e. Expedite deployment of all equipment and crew to perform the service.
- f. Conduct a one (1) day onsite meeting with the County prior to the inspection to evaluate if the insertion sites are sufficiently prepared for equipment insertion and to prepare for logistic coordination.

Specific to the Electromagnetic (EM) and Remote Field Transformer Coupling (RFTC) inspection, do the following:

- a. Provide all RFTC data collection equipment, tools, and trained technicians, as necessary, to operate the equipment.
- b. Collect RFTC data for the identified section(s) of pipeline.
- c. Perform a comprehensive review and analysis of the data.
- d. During manned EM inspections perform a visual inspection to evaluate each of the pipeline joints in order to determine if any repair is necessary. Concurrently, a sounding inspection shall be performed using a 1/2 -inch steel pipe approximately ten inches shorter than the internal diameter of the pipe with caps at both ends to locate any hollow areas within the lining of the pipeline.

- e. Determine repair priority by performing a preliminary risk analysis for each distressed pipe with a specific design and cover height. The risk curves shall be presented in terms of pressures that produce different limit states for varying effective numbers of broken wires, accounting for uncertainties and expected rate of progression of broken wires based on data that is not site specific.

Specific to the Sahara inspections, do the following:

- a. Provide a list of locations where the Sahara® equipment will be inserted into the pipeline, as well as minimum clearance requirements for the insertion components that will be utilized.
- b. Provide a list of locations where additional 2" taps (if necessary) will be required for insertion of the Sahara® equipment.
- c. Provide the County with the minimum flow velocity that will be required for the inspection.
- d. Develop a project plan that is acceptable to all parties.
- e. Provide all Sahara® Leak Location equipment, tools, and trained technicians, as necessary, to operate the equipment.
- f. Perform a comprehensive review and analysis of the data.
- g. Mark on the surface of the ground any leaks found and providing an estimate of the size of each leak (small, medium, large).
- h. Provide GPS coordinates of all leak locations and insertion sites.

Specific to the installation of AFO, do the following:

- a. Supply, design, install and commission AFO System.
- b. Provide all AFO equipment, tools, and trained technicians, as necessary, to install and operate the equipment.
- c. Install AFO to provide near real time monitoring of pipeline 24 hours per day/7 days per week for the period identified by the County.
- d. Report all wire break activity Monday through Friday during normal business hours.

Specific to the Smartball®, do the following:

- a. Review all the information provided by the County regarding the section(s) of the pipeline to be inspected.
- b. Provide and expedite all equipment and crew to deliver this service.
- c. Provide all SMB data collection equipment, tools, and trained technicians to operate the equipment.

- d. Collect EM and SMB data for the identified section(s) of pipeline.
- e. Perform a comprehensive review and analysis of the data.
- f. Disinfect the equipment and personnel, including subcontractors and divers, as required by the Country and/or local codes and ordinances.

3. COUNTY RESPONSIBILITIES

The County will:

- a. Establish a yearly inspection schedule or cycle which is developed through historical data collected on previous condition assessment. This schedule will be shared with the Contractor at the beginning of each calendar year. The yearly inspection schedule will dictate the frequency with which pipeline segments or routes will be assessed and/or inspected. After a baseline is established on a pipeline route/segment, the frequency with which pipelines will be inspected is determined based on historical data collected and the rate of deterioration/distress of said route/segment. Various pipe segments will deteriorate or suffer from distress based on a different factors (i.e. manufacture date, manufacture techniques, pre-stressed wire used, environment, installation and etc.). The inspection schedule is subject to change and adjustments each year based on the rate of deterioration or distress of said pipelines and the recommendation of the County staff, as well as recommendations provided on previous assessment and/or inspection reports.
- b. Provide information about the pipeline to the Contractor at least two (2) weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures, air valves, blow-offs, and main line valves – if available.
- c. Obtain any required legal right-of-entry on the property at no cost to the Contractor.
- d. Provide support personnel during the inspection for locating the access man ways, traffic control, and other support as necessary.
- e. Require a complete drawing review of the pipeline to be performed by the Contractor prior to the inspection to identify any areas of concern. If the drawings do not accurately reflect the pipeline's in-situ condition, and obstacles are encountered that the tool cannot negotiate, the County and the Contractor shall work cooperatively to remove unmanned inspection equipment from the pipeline. Any costs incurred in such efforts shall be limited to the respective domain of the County and the Contractor.
- f. Remove flanges at man way to provide access into the pipeline and maintaining safe access to the man way location throughout the inspection.
- g. Excavate, de-water, shore up, and/or provide scaffolding of job area, all of which will comply with OSHA standards.

- h. Render access locations safe for manned entry, including removing the pipeline from service, as necessary; vector and rodent control; ventilation and monitoring of air quality at specified access locations, if necessary; and meeting the requirements of federal and local government authorities.
- i. Provide all supplies and equipment for disinfecting the pipeline as required by local codes and ordinances.
- j. Provide the Contractor with the minimum and maximum flow velocities and pressures that the pipeline operates at.
- k. Power and communication to operate the fiber optic data acquisition system in addition to a high speed internet connection.
- l. Provide a lifting device capable of lifting at least 500 lbs. to lower the PipeDiver equipment into and raise the equipment out of the pipeline, if necessary.
- m. If possible and not cost-prohibitive, prepare and/or modify existing pipeline fittings and structures as indicated by the Contractor to accommodate insertion of the equipment.
- n. Provide and maintain safe and reasonable access to all insertion sites throughout the inspection and obtain public works and/or police permits, as required.
- o. Operate the pipeline in a manner that will achieve the minimum flow velocity indicated in the project plan throughout the inspection.
- n. Render confined space areas safe for the services, including locking and tagging pumps, valves and motors; de-watering areas to permit movement of persons and equipment; and vector and rodent control.

4. REPORTS

- a. Preliminary Results: Table of Results shall be available within four (4) weeks after the inspection completion.
- b. Draft Report: The Draft Report shall be delivered within six (6) weeks after the inspection. The Draft Report shall describe the technology and its limitations, discuss the project in general terms, identify the segments of pipe within the pipeline that have broken pre-stressing wires and /or wall loss and rank these segments in quantitative estimates for each pipe segment. The Draft Report shall be delivered in electronic format to the County to review for up to five (5) business days and provide comments to the Contractor Project Manager for inclusion into the Final Report. After five (5) business days, the Draft Report shall be made Final, with or without any comments provided by the County.
- c. Final Report: The Final Report shall be delivered in both electronic and hard copy formats (5 copies of hard-copy format), and if adequate survey coordinates of the structures and pipeline are available or can be obtained during the inspection, it shall include an electronic map of the section of the pipeline inspected.

5. POST PROJECT SUPPORT

The Contractor shall provide support and answer questions regarding the inspection and Final Report for up to thirty (30) days from the date that the Final Report is delivered to the County, at no additional cost.

APPENDIX B

SCHEDULE OF INSPECTION RATES

1. The Contractor will be paid in accordance with the rates below for inspections:

Item	Description	Estimated Quantity	Unit	Unit Cost
a.	PipeDiver/SmartBall inspection and analysis	240	Miles	\$69,984 Per mile
b.	Mobilization	60	Each	\$85,000 Per mobilization*
c.	Stand-by	N/A	Day	\$20,000 Per day*
d.	Reverse Stand-by	N/A	Day	\$2,000 Per day*
e.	Metallic pipeline analysis	100	Per mile	\$10,000

Notes: 1. The minimum pipeline inspection distance per mobilization shall be three (3) miles.

*2. The County shall have the right to cancel a project, within a 3-day window, due to any unforeseen storms or other climatic events or natural disasters that the County determines may impact the project. The Contractor shall not assess any Stand-by, Mobilization, or any other charge due to such cancellation.

*3 Reverse Stand-by rates are charges incurred by the Contractor for delays caused by the Contractor.

2. AFO Installations

Item	Description	Estimated Quantity	Unit	Project Cost
a.	Acoustic Monitoring Data Acquisition System	2	Each	\$400,000
b.	Monitoring Rate	20 Miles	Per foot/per mile, (for qty. less than 70 miles)	\$2.40 per foot/per year
			Per foot/per mile, (for qty. 70-100 miles)	\$2.15 per foot/per year
			Per foot/per mile, (for qty. 100-115 miles)	\$2.05 per foot/per year
			Per foot/per mile, (for qty. 115-130 miles)	\$1.95 per foot/per year
			Per foot/per mile, (for qty. 130-145 miles)	\$1.85 per foot/per year
			Per foot/per mile, (for qty. more than 145 miles)	\$1.75 per foot/per year
c.	Fiber optic cable and installation	20 Miles	Per mile	\$125,000
d.	AFO Warranty	15	Per annum	\$35,000
e.	Maintenance outside of warranty repairs (e.g. pipeline construction, maintenance, etc.)	15	Per mile	\$15,000
f.	Additional Parts & equipment not covered by warranty	50	Each	Cost plus 0%

3. Rates for Other Electromagnetic Assessment Services and Stand-Alone Leak Detection Services:

Item	Description	Manned-Entry Electro Magnetics	Manned-Entry Visual/Sounding	Robotics	Magnetic Flux Leakage*	Sahara Video/Leak	SmartBall
a.	Mobilization	\$35,000	\$20,000	\$50,000	\$85,000	\$35,000	\$20,000
b.	Stand-by Rate per day	\$10,000	\$4,000	\$20,000	\$25,000	\$5,500	\$5,500
c.	Reverse Stand-by Rate per day*	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
d.	Inspection Rate per Foot (Up to 5 miles)	\$11.00	\$2.89	\$13.00	\$13.26	\$4.40	\$4.00
e.	Inspection Rate per Foot (Over 5 miles)	\$10.00	\$2.48	\$10.50	\$12.41	\$4.00	\$3.50
f.	Metallic Pipeline Analysis per mile	\$10,000	\$10,000	\$10,000	NA	NA	NA
g.	Render confined spaces safe (mobilization and planning)	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
h.	Render confined spaces safe (daily rate and equipment rental – does not include dewatering)	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000

Notes: 1. Reverse Stand-by rates are charges incurred by the Contractor for delays caused by the Contractor.

4. Rates for Pipe Marking (internally locating and marking pipes identified for rehabilitation) and other miscellaneous field support:

Item	Description	Estimated Quantity	Unit	Unit Cost
a.	Mobilization and one 10-hour day	20	Each	\$7,00
b.	Each additional day	20	Each	\$1,500
c.	Transient Pressure Monitoring	25	Each (for qty. 1-10 units)	\$5,000
			Each (for qty. 11-25 units)	\$3,500
			Each (for qty. more than 25 units)	\$2,600
d.	Laboratory analysis	N/A	Each	Cost plus 0%