

# Memorandum



Date: September 19, 2023

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

From: Daniella Levine Cava  
Mayor *Daniella Levine Cava*

Subject: Contract Award Recommendation for a Professional Services Agreement for Professional Services for the North Dade Landfill Vertical Expansion – ISD Project No: E19-DSWM-01; to Stearns, Conrad & Schmidt Consulting Engineers, Inc.

Agenda Item No. 8(M)(1)

## **SUMMARY**

This item is recommending the County enters into a Professional Services Agreement (PSA or Agreement), for architectural and engineering services with Stearns, Conrad & Schmidt Consulting Engineers, Inc. for the North Dade Landfill (NDL) Vertical Expansion project. This PSA will provide architectural and engineering services which are essential to the County (Attachment A).

A review of the County's Capital Improvement Information System showed the recommended consultant has an average evaluation score of 3.8 out of a possible maximum score of 4.0 (Attachment B).

According to the Firm History Report, as provided by the Small Business Development Division of the Internal Services Department, including the last three (3) years, Stearns, Conrad & Schmidt Consulting Engineers, Inc., has a total of twenty-one (21) open contracts and one as a sub-consultant, with a total paid to date value of \$8,924,707 (Attachment C).

As a result of a fire on February 12, 2023, at the Resources Recovery Facility (RRF), the Department of Solid Waste Management (DSWM or Department) has had to divert the waste tons normally managed by the RRF to County and contracted landfills. At the rate of current waste generation, the NDL is projected to reach capacity by 2026. Approval of this item is crucial.

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve a competitive award of a PSA to Stearns, Conrad & Schmidt Consulting Engineers, Inc. under ISD Project No. E19-DSWM-01 for the Department of Solid Waste Management in the combined amount of \$550,000, inclusive of a contingency in the amount of \$50,0000.

This contract is project specific.

## **SCOPE**

The project includes a vertical expansion of the NDL. NDL is an approximately 180-acre Class III Sanitary Landfill located in the northwest portion of Miami Dade County consisting of two (2) cells. The East Cell is approximately 100 acres, lined, currently active and permitted to 135 feet National Geodetic Vertical Datum (NGVD) with an estimated capacity of four (4) years based on the July 2022 Landfill Capacity Analysis report. The West Cell is approximately 80 acres, unlined, closed and permitted to 95 feet NGVD.

This expansion envisions maximizing the long-term capacity of NDL by increasing the elevation of both East & West Cells to approximately 250 feet NGVD. The scope of work will require engineering design services for the permitting of the vertical expansion.

The design and permitting services are intended to be used as part of the permitting process in order to secure a vertical expansion at the NDL. This will include, but is not limited to, providing an engineering report in order to meet the requirements of Chapter 62-701, Florida Administrative Code (FAC). This engineering report will include, at a minimum, the following:

- Landfill Permit Requirements
- General Criteria for Landfills
- Landfill Cell Construction Design & Engineering Calculations
- Hydrogeological Investigations
- Geotechnical Investigations
- Vertical Expansion Design
- Landfill Operation Requirements
- Water Quality and Leachate Monitoring Requirements
- Special Waste Handling Requirements
- Gas Management System Design and Engineering Calculations
- Landfill Closure Design and Engineering Calculations
- Closure Procedures
- Long Term Care Requirements
- Financial Responsibility Requirements
- Facility Operations Plan
- Construction Quality Assurance Plan
- Stormwater Monitoring Plan
- Water Quality Monitoring Plan

The Engineering Report will also contain engineering drawings as they relate to:

- Base Grade Plan
- Fill Sequence Plan
- Leachate Collection System Piping Plan
- Leachate Collection System Piping Plan Details
- Final Grade Plan
- Surface Water Management System Plan
- Landfill Cross Sections
- Liner & Final Cover Details
- Leachate Management System Details
- Surface Water Management Details
- Conceptual Gas System Management Plans
- Conceptual Gas System Management System Plan Details
- Environmental Monitoring Plan.

Pursuant to Florida Statutes section 287.055, the prime consultant and its sub-consultants selected for ISD Project No. E19-DSWM-01, who are tasked with preparing design criteria specifications, are not eligible to render services under the construction contract executed pursuant to said specifications.

**DELEGATED AUTHORITY**

The County Mayor or County Mayor's designee is authorized to execute the PSA and to exercise all provisions contained therein, including any cancellation, renewal, and extension provisions.

**BACKGROUND**

A Notice to Professional Consultants was advertised on December 9, 2019. Three (3) proposals were received by the submittal deadline of January 10, 2020. All respondents were found in compliance with the technical certification requirements and Small Business Enterprise – Architecture and Engineering goals established for this solicitation. The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First-Tier Meeting on March 11, 2020, to evaluate the proposals received. The firms were evaluated in accordance with Section 2-10.4 of the Code of Miami-Dade County, Fla. (Code), Implementing Order No. 3-34, and Administrative Order No. 3-39.

The Total and Adjusted Qualitative Scores for the firms were as follows: Firm No. 1, Kimley-Horn & Associates, Inc. received 254; Firm No. 2, Stearns Conrad & Schmidt Consulting Engineers, Inc. received 268; and Firm No. 3, Tetra Tech. Inc. received 272. All ties were broken using standard tie-breaking procedures, as described in the Notice to Professional Consultants.

Based on the CSC’s professional judgement, a Second Tier was recommended, and the three (3) proposers were invited to advance to the Second-Tier phase. The CSC conducted the Second-Tier meeting on May 22, 2020. Second Tier results for Qualitative Points were as follows: Firm No. 1, Kimley-Horn & Associates, Inc. received 461; Firm No. 2, Stearns Conrad & Schmidt Consulting Engineers, Inc. received 473; Firm No. 3, Tetra Tech. Inc. received 471. The highest ranked firm, Stearns Conrad & Schmidt Consulting Engineers, Inc., was recommended for negotiations by the CSC. The County Mayor’s Designee, Director of the Internal Services Department (ISD), concurred with the CSC and on August 28, 2020, the first negotiation meeting was held (Attachment D).

Due to circumstances beyond the control of the Department including the fire at RRF, a second negotiation was held on June 30, 2023. The Negotiation Committee arrived at the Maximum Flat Rates that was fair and reasonable to complete all tasks associated with delivery of a complete design package for the design and permitting phases. Based on the above, it is recommended that this Agreement be awarded for the amount of \$550,000 (inclusive of the 10.00% contingency allowance amount of \$50,000.00), to Stearns, Conrad & Schmidt Consulting Engineers, Inc.

The County’s Resource Recovery Facility had a devastating fire on February 12, 2023. This incident reduced DSWM’s waste disposal capacity by approximately 50 percent. As such, the approval of this item is vital. The County must increase its waste disposal capacities at its landfills to meet Comprehensive Development Master Plan concurrency requirements of at least 5 years of solid waste disposal capacity required by Florida law, as well as the needs of Miami-Dade County residents.

**FISCAL IMPACT/FUNDING SOURCE**

This PSA is valued at \$550,000 for a term of 1,095 Calendar Days plus a Contingency Period of 110 Calendar Days.

<b>Base Contract Amount</b>	<b>Contingency Amount (Code Section 2-8.1)</b>
\$500,000	\$50,000

The project is in the Adopted Budget and Multi-Year Capital Plan. See table below for further details.

<b>Funding Source(s)</b>	<b>Chart Fields</b>	<b>Amount</b>	<b>Project No. &amp; Description</b>	<b>Site No.</b>
Waste Disposal Operating Fund	SWCP010105	\$550,000	#P2000001052	3002610

**TRACK RECORD/MONITOR**

The designated staff contacts to track and monitor this contract is Karina Careaga and Felix Cepero.

**VENDOR(S) RECOMMENDED FOR AWARD**

The table below depicts a summary of the recommended firm(s).

<b>Vendor Name</b>	<b>Principal Address</b>	<b>Local Address</b>	<b>Principal</b>
Stearns, Conrad & Schmidt Consulting Engineers, Inc.	9500 South Dadeland Blvd., Suite 610	9500 South Dadeland Blvd., Suite 610	Ali Khatami, Ph.D., P.E.

**DUE DILIGENCE**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine consultant's responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced include: Capital Improvements Information System, Small Business Development Division database, Sunbiz, Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. There were no adverse findings relating to vendor responsibility.

**APPLICABLE ORDINANCES AND MEASURES**

The table below depicts various legislative policies, and whether they are applicable to this item.

<b>Title</b>	<b>Legislation</b>	<b>Applicable (Yes or No)</b>	<b>Notations</b>
In-house Capabilities	Resolution R-1204-05	No	
Consultants' Competitive Negotiation Act	Florida Statute 287.055	Yes	
Local Preference	Code Section 2-8.5	Yes	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Yes	
Small Business Enterprise - Architecture and Engineering	Code Section 2-10.4.01 and Implementing Order No. 3-32	Yes	20% Goal (Attachment E)

Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 and Implementing Order No. 3-41	N/A	
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 and Implementing Order No. 3-41	N/A	
Sea Level Rise	Ordinance 14-79	N/A	
Sustainable Buildings Program	Implementing Order No. 8-8	N/A	
Art in Public Places	Code Section 2-11.15	N/A	
Office of Inspector General Fee	Code Section 2-1076	Yes	




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Jimmy Morales  
 Chief Operations Officer

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**PROJECT TITLE: PROFESSIONAL SERVICES FOR THE NORTH DADE LANDFILL  
VERTICAL EXPANSION**

**PROJECT NO.: E19-DSWM-01**

**PROFESSIONAL SERVICES AGREEMENT**

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**AGREEMENT**

Made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2023

**Between the Owner:** Miami-Dade County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the " COUNTY", which shall include its officials, successors, legal representatives, and assigns.

**and the Consultant:** **Stearns, Conrad & Schmidt Consulting Engineers, Inc.**  
**Address: 9500 S Dadeland Blvd, Suite 610, Miami, FL 33156**

The Consultant (the "CONSULTANT"), shall include its officials, successors, legal representatives, and assigns.

**Scope of Services  
for the Project:**

**PROFESSIONAL SERVICES  
PROJECT NO. E19-DSWM-01**

The CONSULTANT shall provide the Department of Solid Waste Management ("DSWM") engineering, design and permitting services necessary to maximize the long-term capacity of the COUNTY's North Dade Landfill ("NDL") through a vertical expansion permitted by the Florida Department of Environmental Protection and any other regulating/licensing agencies with jurisdiction.

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## **PROFESSIONAL SERVICES AGREEMENT**

### **1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED**

The COUNTY agrees that its Department of Solid Waste Management (the “Department”), will furnish to the CONSULTANT any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data will be that which has been made available to the COUNTY, and will be provided to the CONSULTANT without guarantee regarding its reliability and accuracy; the CONSULTANT shall be responsible only for exercising reasonable care in independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

The CONSULTANT shall submit a proposal upon request by the Director of the Department (the “Director”), or the Director’s designee, prior to the issuance by the Department of a task authorization to proceed. No payment shall be made for the CONSULTANT’S time or service in connection with the preparation of any such proposal. The Director or Director’s designee shall confer with the CONSULTANT before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement.

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

### **2. CONSULTANT’S SERVICES**

The CONSULTANT shall provide professional services for a vertical expansion of the North Dade Landfill. NDL is an approximately 180 acre Class III, Sanitary Landfill located in the northwest portion of Miami-Dade County, consisting of two (2) cells. The East Cell is (i) approximately 100 acres, (ii) lined, (iii) currently active and (iv) permitted to 135 feet National Geodetic Vertical Datum (“NGVD”). The West Cell is (i) approximately 80 acres, (ii) unlined, (iii) closed and (iv) permitted to 95 feet NGVD. This expansion envisions maximizing the long-term capacity of NDL by increasing the elevation of both the East Cell and West Cell to 250 feet NGVD. The scope of work will require engineering and design services for the permitting of the vertical expansion.

Upon request by DSWM, the CONSULTANT will provide design and permitting services that are intended to be used as part of the permitting process required to secure a vertical expansion at NDL. This will include, but is not limited to, providing an engineering report conforming to the requirements of 62-701 of the Florida Administrative Code. This engineering report will include, at a minimum, the following:

- Landfill Permit Requirements
- General Criteria for Landfills



- Landfill Cell Construction Design & Engineering Calculations
- Hydrogeological Investigations
- Geotechnical Investigations
- Vertical Expansion Design
- Landfill Operation Requirements
- Water Quality and Leachate Monitoring Requirements
- Special Waste Handling Requirements
- Gas Management System Design and Engineering Calculations
- Landfill Closure Design and Engineering Calculations
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The Engineering Report will also contain engineering drawings as they relate to, at a minimum:

- Base Grade Plan
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- Surface Water Management Details
- Conceptual Gas System Management Plans
- Conceptual Gas System Management System Plan Details
- Environmental Monitoring Plan

### **3. CONSULTANT'S RESPONSIBILITIES**

The CONSULTANT agrees to perform professional services in accordance with the negotiated terms of the applicable authorization to proceed.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT agrees to:

- A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
- B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
- C. Comply with the federal, state and local laws or ordinances applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
- F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided consulting services or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The CONSULTANT shall not be compensated for the correction of errors and omissions on the part of the CONSULTANT.
- H. Prior to final approval of the work by the Director or Director's designee, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.

### **4. TASK AUTHORIZATION: TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or Director's designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed.

### **5. DELAY IN PERFORMANCE**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The CONSULTANT shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to

fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the CONSULTANT shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the CONSULTANT is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, and the CONSULTANT shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a bar on the ability of the CONSULTANT to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the CONSULTANT and shall include, but not be limited to, industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, impositions of federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY'S other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of sub consultants, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

## **6. COMPENSATION**

The COUNTY agrees to pay and the CONSULTANT agrees to accept a fee representing full compensation for the performance of the services specified herein. The CONSULTANT shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with Section 2-8.1.4 of the Code of Miami-Dade County (the "Code") (Sherman S. Winn Prompt Payment Ordinance). Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the CONSULTANT if the COUNTY determines that the CONSULTANT submitted an inaccurate invoice or the invoice was not a proper invoice pursuant to Section 2-8.1.4(2)(a) of the Code, and received payment, without limitation to any other legal or equitable remedies.

Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below, as specified in a written task authorization:

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

- (1) The fee for professional services rendered by the CONSULTANT'S employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of **2.8** for office employees, **2.3** for the CONSULTANT'S employees working in COUNTY offices and **2.1** for all field employees. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, all other costs not covered by reimbursable expenses and for operating margin.
  - (2) The CONSULTANT shall not receive additional compensation for performance of overtime work.
  - (3) The CONSULTANT shall be compensated at the flat rate of \$220 .00 per hour for the time of a Principal engaged directly in the work. No multiplier shall be applied to the Principal's rate.
- B. Fixed Sum Fee: The fee for any portion of requested work may, at the option of the Department, be a fixed sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written authorization to proceed.
- C. Reimbursable Expenses: The CONSULTANT may be compensated for certain work-related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or designee in writing. Reimbursable expenses may include:
- (1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such purchased equipment and instruments become the property of the COUNTY upon work completion.
  - (2) Expenses for travel, but the CONSULTANT shall not claim more in expenses for travel, transportation and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Order Nos. 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director or designee. For the purposes of this section, the principal place of business shall be considered the CONSULTANT'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the CONSULTANT shall maintain accurate records in a format and procedure provided by the Department and shall submit said records with their invoices.
  - (3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or Director's designee.
  - (4) Reimbursable expenses of the CONSULTANT and approved sub consultants shall be reimbursed on a direct cost basis.

- (5) The CONSULTANT shall be required to submit original receipts of all reimbursable expenses.

D. Maximum Compensation:

The total of all payments to the CONSULTANT for basic services pursuant to this Agreement shall not exceed \$550,000. A 10% contingency allowance account of \$50,0000 is also applicable as described in Section 6.E below. The total of all payments to the CONSULTANT for all professional services requested during the three (3) year term shall not exceed \$550,000. No minimum amount of compensation is guaranteed to the CONSULTANT.

E. Contingency Allowance Accounts:

Pursuant to Section 2-8.1(h)(3) of the Code, an allowance account of ten percent (10%) of the Basic Services Maximum Compensation as stated in Section 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional work. Before any extra work is begun a task authorization from the Director or Director's designee shall be provided to the CONSULTANT. The CONSULTANT shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remain the property of the COUNTY.

F. Additional Services:

In the event additional services are necessary to perform extra work due to a change in the scope of the project or contingency items, the COUNTY agrees to pay and the CONSULTANT agrees to accept fees for such additional services. The performance of additional services and additional compensations to be paid to the CONSULTANT shall be set forth in an amendment to this Agreement. The Director or Director's designee shall have the right to authorize performance of additional services, provided that compensation for such services does not exceed ten (10) percent of the Agreement's maximum compensation limit.

G. Certification of Wage Rates in Accordance with Section 287.055, Florida Statutes:

The CONSULTANT hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current, as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

**Refer to Exhibit 2 – Negotiated Hourly Rates**

## **7. METHODS OF PAYMENT**

The COUNTY agrees to make monthly or partial payments to the CONSULTANT, in accordance with Section 2-8.1.4 of the Code, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The CONSULTANT agrees to provide all records necessary to substantiate payment requests to the COUNTY.

The CONSULTANT shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.

The CONSULTANT shall report via the Business Management Workforce System (“BMWS”) all sub-consultants agreements entered into listing award amounts or percentage for each COUNTY project. Additionally, the CONSULTANT shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing COUNTY contracts, and to track compliance with small business enterprise (“SBE”) program measures, please contact Small Business Development (“SBD”), at (305) 375-3111 or via email at [SBDmail@miamidade.gov](mailto:SBDmail@miamidade.gov).

Payments shall be made in accordance with the following methods:

### **A. Time and/or Material for Professional Fees and/or Reimbursable Expenses**

The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Sections 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation, as necessary.

### **B. Fixed Sum Fee**

The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized fixed sum and subtracting any previous billings.

## **8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER**

Ali Khatami shall be the CONSULTANT’S Principal and Manuel Hernandez the Project Manager. If the COUNTY or the CONSULTANT requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director or Director’s designee reserves the right to approve or disapprove the replacement Principal or Project Manager.

**9. SCHEDULE OF WORK**

The Department shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. The written task order authorization to proceed issued by the Director or Director's designee shall cover in detail the scope, time for completion and compensation for the consulting services requested in connection with each unit or section of work.

**10. RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of the Director or Director's designee, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director or Director designee's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the Director or Director's designee, the CONSULTANT shall present any such objections in writing to the County Mayor. The Director or designee and the CONSULTANT shall abide by the decisions of the County Mayor.

**11. OWNERSHIP OF DOCUMENTS**

All documents (i.e., reports, tracings, plans, specifications, maps, images, contract documents, computer program and/or other data), developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which it was prepared shall be at the County's sole risk. All documents and drawings shall be Word and AutoCAD format in a version acceptable to the Department, produced by computer files maintained on CD. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. When each individual task authorization of work requested pursuant to this Agreement is complete, a maximum of ten (10) signed and sealed paper copies of all final documents which are in electronic form shall be delivered to the Director or Director's designee. The number of copies requested shall vary depending on the work order issued by the COUNTY to the CONSULTANT.

**12. NOTICES**

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the Director or designee, unless otherwise specified in writing by the Director or Director's designee. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative, unless otherwise specified in writing by the Director or Director's designee.

### **13. AUDIT RIGHTS**

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

### **14. SUBCONSULTANTS**

A. The CONSULTANT shall not sub consult, assign or transfer to others work performed under this Agreement without the written consent of the Director or designee. In addition, the CONSULTANT shall not allow the sub consultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or designee. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the sub consultants.

B. In addition, and as applicable, the CONSULTANT agrees to comply with Section 2-10.4.01 of the Code, and Administrative Order No. 3-32 regarding the Small Business Enterprise **Architecture and Engineering Program**. The COUNTY has established a goal of twenty percent (20%) for architecture and engineering SBE participation based on the total amount of compensation authorized under this Agreement. The CONSULTANT shall report all payments made to each sub-consultant participating on the project via BMWS and verification of payments received must be confirmed by the sub-consultants in the same manner.

### **15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS**

The CONSULTANT agrees to comply with Section 2-8.1.4 of the Code, requiring the CONSULTANT to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the CONSULTANT to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

### **16. WARRANTY**

The CONSULTANT certifies and agrees that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT'S sub-consultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S sub-consultants, to accomplish the work contemplated under the terms of



this Agreement. The COUNTY shall not pay the CONSULTANT for any work performed by COUNTY employees. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

**17. TERMINATION OF AGREEMENT**

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the County's sole obligation to the CONSULTANT shall be payment, in accordance with Section 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

**18. DURATION OF AGREEMENT**

The term of this Agreement shall be for three (3) years with no minimum guarantee. The effective term shall begin upon execution by the parties and shall be in effect until all services are completed within the above stated period of time, or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. In addition, the cumulative total of all Contingency Allowance time extensions shall not exceed 110 days which is the equivalent of ten percent (10%) of the original agreement duration rounded off to the next whole number.

Nothing in this Article shall prevent the COUNTY from exercising its rights to terminate the Agreement as provided elsewhere herein.

**19. DEFAULT**

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

**20. INDEMNIFICATION AND INSURANCE**

The CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

proceedings of any kind or nature that may arise out of, relate to or result from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The CONSULTANT shall furnish to the Department of Solid Waste Management, 2525 NW 62nd Street, 5th Floor, Miami, Florida 33147, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSUTANT as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance 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 and a member of the Florida Guaranty Fund.

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

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 Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days of notification of award. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the CONTRACTOR shall have an additional five (5) 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 Agreement may be rescinded, unless such timeframe for submission has been extended by the COUNTY.

The CONTRACTOR shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the COUNTY. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, the CONTRACTOR shall submit new or renewed Certificate(s) of Insurance to the COUNTY a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Agreement period, the COUNTY may suspend the Agreement until the new or renewed certificates 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 Agreement for cause and the CONTRACTOR shall be responsible for all direct and indirect costs associated with such termination.

## **21. ORDINANCES**

The CONSULTANT agrees to abide by and be governed by COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Section 2-11.1 of the Code (Conflict of Interest and Code of Ethics), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the CONSULTANT'S obligations hereunder. The CONSULTANT shall comply with the financial disclosure requirements of Section 2-11.1(i)(4) by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:
- (1) A source of income statement;
  - (2) a current certified financial statement; and
  - (3) a copy of the CONSULTANT'S current federal income tax return.

The CONSULTANT further agrees to comply with the requirements of any and all applicable county, state, and federal orders, statutes, ordinances, rules and regulations, including, but not limited to Section 10-34 of the Code relating to Subcontractor/Supplier Listing (Internal Services Department's Form 7), and Section 2-8.8 of the Code relating to Fair Subcontracting Policies (Miami-Dade County Internal Service Department's Form 9).

The CONSULTANT shall execute the related affidavits, attached hereto as Exhibit "A". The CONSULTANT further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

**22. PROPRIETARY INFORMATION**

Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of CONSULTANT'S proprietary computer programs or software, developed by CONSULTANT outside of this Agreement shall remain the exclusive property of the CONSULTANT, subject, however, to Florida Public Records Law (Chapter 119, Florida Statutes), and shall not be disclosed to third parties, unless otherwise required by law. The CONSULTANT shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.

**23. AFFIRMATIVE ACTION PLAN AND NONDISCRIMINATION**

In accordance with Section 2-8.1.5 of the Code, the CONSULTANT must have an Affirmative Action Plan to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The plan is hereby incorporated as a contractual obligation of the CONSULTANT to the COUNTY.

The CONSULTANT shall be required to provide the COUNTY with of list of its principals, which shall be considered Exhibit B and a list of its critical personnel, which shall be considered Exhibit C.

**24. EQUAL OPPORTUNITY**

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Chapter 11A of the Code.

During the performance of this Agreement, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified

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

## **25. INSPECTOR GENERAL REVIEWS**

### **A. Independent Private 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 (“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.

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

### **B. Office of Inspector General Reviews**

According to Section 2-1076 of the Code, the COUNTY established the Office of the Inspector General (“OIG”) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY or Public Health Trust (the “Trust”) contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the OIG, any and all payments to be made to the CONSULTANT under this contract will be assessed one quarter of one percent (0.25%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Agreement is federally or state funded where federal or state law or regulations preclude such a charge. The CONSULTANT shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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) contract where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 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 (the "Board") 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 OIG is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General 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, bid specifications, proposal submittals, activities of the CONSULTANT, its officers, agents and employees, lobbyists, COUNTY and Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the CONSULTANT, the CONSULTANT 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 CONSULTANT's possession, custody or control which in the Inspector General 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 from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract discounts, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

**26. AUDITS**

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

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

The provisions in this section shall apply to the CONSULTANT, its officers, agents and employees. The CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the CONSULTANT in connection with the performance of this Agreement.

**27. DOMESTIC LEAVE**

Pursuant to Sections 11-A60 – 11-A67 of the Code, the CONSULTANT certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the CONSULTANT understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.

**28. PERFORMANCE EVALUATIONS**

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as selection criteria for future solicitations.

**29. ETHICS COMMISSION**

Pursuant to Section 2-11.1(w) of the Code, the Commission on Ethics and Public Trust (the “Ethics Commission”) has jurisdiction over contractors and vendors. The CONSULTANT acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the Mayor or the Board may void any agreement where a lobbying violation has occurred.

**30. SCRUTINIZED COMPANIES**

By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in Sections 287.135 and 215.473 of the Florida Statutes. The COUNTY shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**31. ASSIGNMENT OF AGREEMENT**

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

**32. ENTIRETY OF AGREEMENT**

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

**33. MODIFICATION**

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

**34. GOVERNING LAW**

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

**35. SANCTIONS FOR CONTRACTUAL VIOLATIONS**

Notwithstanding any other penalties for the CONSULTANT and/or sub-consultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the sub-consultants’ agreements. In addition, a violation by the CONSULTANT and/or sub-consultants, or failure to comply with the Administrative Order No. 3-39 (“AO”) may result in the imposition of one or more of the sanctions listed in the AO. The COUNTY additionally retains all rights sanctioned it by ordinance or statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

**36. SEVERABILITY**

If any section of this Agreement is found to be null and void, the other sections shall remain in full force and effect.

**37. ASPIRATIONAL POLICY REGARDING DIVERSITY**

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the COUNTY. This policy shall not be a condition of contracting with the COUNTY, nor will it be a factor in the evaluation of solicitations unless permitted by law.



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

ATTEST:

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

JUAN FERNANDEZ-BARQUIN,  
CLERK

By: \_\_\_\_\_

By: \_\_\_\_\_

COUNTY MAYOR

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
County Attorney

ATTEST:

Assistant  
Secretary: Monique H. Rojas



07/13/23

\_\_\_\_\_  
STEARNS, CONRAD & SCHMIDT  
CONSULTING ENGINEERS  
(Corporate Seal)

By: Monique H. Rojas  
Signature

By: [Signature]  
Signature

Myles Clewner, Vice President  
Legal Name and Title

**AGREED RATES**

<b>PERSONNEL</b>	<b>MAXIMUM</b>
Principal/Business Unit Director	\$220.00
Project Director	\$205.00
Senior Project Manager	\$195.00
Project Manager II	\$185.00
Project Manager I	\$165.00
Senior Project Professional II	\$165.00
Senior Project Professional I	\$155.00
Project Professional II	\$141.00
Project Professional I	\$125.00
Designer	\$115.00
Staff Professional II	\$115.00
Staff Professional I	\$110.00
Senior Superintendent	\$110.00
Data Analyst	\$105.00
Senior Technician	\$105.00
Associate Staff Professional	\$105.00
Designer/Drafter	\$100.00
Technician	\$85.00
Secretarial/Clerical	\$80.00



## Capital Improvements Information System

### Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
SW	EDP-SW-19N001	EDP	<a href="#">STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.</a>	6/24/2020	Robert Graessel	Completion of study or design	<a href="#">3.4</a>
SW	EDP-SW-19N001	EDP	<a href="#">STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.</a>	6/24/2020	Mario Porcelli	Project conclusion or closeout	<a href="#">4.0</a>
SW	EDP-SW-20L027	EDP	<a href="#">STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.</a>	6/1/2021	ACHAYA KELAPANDA	Interim	<a href="#">3.8</a>
SW	EDP-SW-17040-20	EDP	<a href="#">STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.</a>	6/1/2021	ACHAYA KELAPANDA	Interim	<a href="#">3.8</a>

Evaluation Count: 4 Contractors: 1 Average Evaluation: 3.8

## Vendor Profile: Contract Assignments

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	<b>Contracts</b>	Concessions	Site Visits
Workforce Comp/EEO	EDP Registrations	Docs	Reports						

Stearns Conrad and Schmidt Consulting Engineers, DBA SCS Engineers

System Vendor Number: **20063764**[Mark As Favorite](#)[View Summary](#)To **resort** click on column title. To **filter** click on the drop down menu.[Refresh Table](#) [Reset Filters](#) [Download](#)

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
<b>All</b> ▼	<b>All</b> ▼	<b>All</b> ▼		<b>All</b> ▼			
Prime	Open	<a href="#">0000007551: PJ# 20220109 WO# 1 NW 25 St</a>		EDUARDO F SMITH	6/29/2022 - 12/31/2024	\$0	\$18,641
Prime	Open	<a href="#">0000010219: ENVIRONMENTAL/CLEANUP- SCS - E20-RER-01B-SCS</a>		EDUARDO F SMITH	9/30/2022 - 9/30/2025	\$0	\$0
Subcontractor (Tier 1)	Open	<a href="#">16469-DSWM20-PSA: Engineering &amp; Design Services - A20-DSWM-01</a>	Gurri Matute, P.A.	Gina Rodriguez	11/2/2022 - 11/2/2024	\$0	\$0
Prime	Open	<a href="#">16899-20: DSWM Gas Collection and Control System Expansion North Dade Landfill</a>		Guy Lewis	9/23/2020 - 4/15/2021	\$2,362,752	\$1,028,694
Prime	Open	<a href="#">8216-0/18: LANDFILL GAS CONTROL SYSTEMS AND SERVICES</a>		Eduardo Smith	11/1/2013 - 2/28/2019	\$2,228,267	\$2,322,378
Prime	Open	<a href="#">E08-DERM-01_0003: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES (SIC 871).</a>		Eduardo Smith	3/3/2009 - 3/17/2016	\$1,200,000	\$2,214,331
	Open	<a href="#">E08-DERM-01_0003: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES.(SIC 871).</a>		EDUARDO F SMITH Jamie Armstrong	3/3/2009 - 3/17/2016	\$1,800,000	\$1,328,599
Prime	Open	<a href="#">E15-RER-01: ENVIRONMENTAL CLEANUP- STEARNS,CONRAD &amp; S</a>		Teresa Ketcham	3/27/2019 - 3/27/2022	\$550,000	\$0
Prime	Open	<a href="#">E15-RER-03: ENVIRONMENTAL CLEANUP- STEARNS,CONRAD &amp; S</a>		Teresa Ketcham	6/20/2019 - 6/19/2023	\$979,000	\$288,621
Prime	Open	<a href="#">EDP-MT-GOB-20170273: NF- NE 90 ST AND NE 10 AVE DRAINAGE CONVEYANCE</a>		Eduardo Smith	6/1/2017 - 12/31/2019	\$81,300	\$49,508

MDC028

Prime	Open	<a href="#">EDP-PE-SR-DE-005-PROS: NF-CONTINENTAL PARK CAP DESIGN AND OVERSIGHT</a>	Eduardo Smith	12/2/2015 - 12/31/2019	\$70,000	\$86,863
Prime	Closed	<a href="#">EDP-PR-PROS-213001-12- 004: NF-AMELIA EARHART COMMUNITY GARDEN ASSESSMENT</a>	Eduardo Smith	10/12/2012 - 12/31/2019	\$35,000	\$0
Prime	Closed	<a href="#">EDP-PR-PROS-400502-12- 001: NF-WOMEN'S PARK ENVIRONMENTAL PH 1 AUDIT</a>	Eduardo Smith	9/24/2012 - 12/31/2019	\$3,500	\$0
Prime	Open	<a href="#">EDP-PR-SR-50030115001: CONTINENTAL PARK - SITE REMEDIATION</a>	Teresa Ketcham	1/11/2018 - 1/11/2023	\$70,000	\$0
Prime	Open	<a href="#">EDP-SW-17040-20: Design Services for the Landfill Gas Flare System at the North Dade Landfill</a>	Teresa Ketcham	7/7/2020 - 7/7/2025	\$137,905	\$59,592
Prime	Open	<a href="#">EDP-SW-18284-21: CQA for South Dade Landfill Gas System Construction</a>	Teresa Ketcham	8/20/2021 - 8/20/2026	\$190,063	\$164,337
Prime	Open	<a href="#">EDP-SW-18521-22: 2023-25 GROUND SURVEY &amp; ANNUAL AERIAL TOPOGRAPHY</a>	Gina Rodriguez	2/23/2023 - 2/23/2028	\$360,000	\$0
Prime	Open	<a href="#">EDP-SW-18525-22: Recyclables Material Composition Study.</a>	Gina Rodriguez	12/21/2022 - 12/21/2027	\$101,686	\$0
Prime	Open	<a href="#">EDP-SW-18M010: Used Oil Collection Expansion at Various Trash and Recycling Centers</a>	Eduardo F. Smith	11/14/2018 - 11/14/2023	\$123,293	\$98,465
Prime	Open	<a href="#">EDP-SW-19N001: NORTH DADE FEASIBILITY STUDY FOR LANDFILL GAS SYSTEM IMPROVEMENTS</a>	Eduardo F. Smith	3/1/2019 - 3/1/2024	\$32,132	\$32,052
Prime	Open	<a href="#">EDP-SW-20L027: DESIGN OF LANDFILL SLOPES AND AERIAL TOPOGRAPHY</a>	Gina Rodriguez	2/20/2020 - 2/20/2025	\$200,000	\$0
Prime	Open	<a href="#">FB-00628: LANDFILL GAS MANAGEMENT SYSTEMS</a>	Renee Roman	3/1/2019 - 2/29/2024	\$2,400,000	\$1,232,626
Prime	Open	<a href="#">RTQ-00313_0035: MGMT ADVISORY CONSULTING SVCS POOL</a>	Renee Roman	7/1/2016 - 6/30/2022	\$0	\$0

# Memorandum



**Date:** June 17, 2020  
**To:** Tara C. Smith, Director  
Internal Services Department

2020 JUL -2 AM 8:42

**Through:** Namita Uppal, C.P.M., Chief Procurement Officer  
Internal Services Department

CLERK, CIRCUIT & COUNTY CTS  
COUNTY, FLA.  
#1

Digitally signed by Namita Uppal, Chief Procurement Officer  
DN: cn=Namita Uppal, Chief Procurement Officer, o=Miami-Dade County, ou=Strategic Procurement Division, Internal Services  
email=namita.uppal@miamidade.gov, c=US  
Date: 2020.06.17 18:06:16 -04'00'

**From:** *For* Jorge Vital, A/E Consultant Selection Coordinator  
Chairperson, Competitive Selection Committee

*Namita Uppal*  
*Robb Vital*

**Subject:** NEGOTIATION AUTHORIZATION  
Department Of Solid Waste Management  
North Dade Landfill Vertical Expansion  
ISD Project No. E19-DSWM-01

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

**ISD Project No.:** E19-DSWM-01

**Project Title:** North Dade Landfill Vertical Expansion

**Scope of Services Summary:** The project includes a vertical expansion of the North Dade Landfill (NDL). NDL is an approximately 180-acre Class III, Sanitary Landfill located in the northwest portion of Miami-Dade County consisting of two cells. The East Cell is approximately 100 acres, lined, currently active and permitted to 135 feet National Geodetic Vertical Datum (NGVD). The West Cell is approximately 80 acres, unlined, closed and permitted to 95 feet NGVD. This expansion envisions maximizing the long term capacity of NDL by increasing the elevation of both East & West Cells to 250 feet NGVD. The scope of work will require engineering design services for the permitting of the vertical expansion. Please refer to the attached Scope of Services for further details.

**Experience and Qualifications:** It is preferred that the Prime Consultant have at least five (5) years of engineering experience in landfill planning, design, and permitting in the State of Florida. It is also preferred that the Prime Consultant has been involved in the permitting of at least one landfill expansion in the last ten (10) years.

**Term and Estimated Cost of Contract:** The County intends to retain one (1) qualified consultant/team of firms for one (1) Non-Exclusive Professional Services Agreement (PSA) with an effective term of three (3) years. The estimated total contract amount is four hundred and fifty thousand dollars (\$450,000.00), inclusive of a 10% contingency allowance.

**Small Business Enterprise Goal:** On August 8, 2019, the Internal Services Department's Small Business Development Division established a 20% Small Business Enterprise – Architectural and Engineering Sub-Consultant goal.

**Advertisement Date:** December 9, 2019.

**Number of Proposal(s) Received:** Three (3) proposals were received by the submittal deadline of January 10, 2020.

**Name of Proposers:** Please refer to the attached List of Respondents.

**Small Business Enterprise Compliance Review:** Please refer to the attached Compliance Review Memorandum dated February 24, 2020.

MDC030

**Selection Process:** The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the Evaluation of Experience and Qualifications, and Second Tier is the Oral Presentations. The First Tier is the evaluation of the firms' current statements of experience, qualifications and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget, as demonstrated through an oral presentation from firms deemed responsive and responsible at the First Tier. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants.

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

**First Tier Results:** The First Tier meeting was held on March 11, 2020. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive and responsible proposals. Please refer to the attached First Tier Tabulation Sheet.

The Competitive Selection Committee, elected by majority vote, to invite all three (3) proposers to advance to the Second Tier phase.

**Second Tier Results:** The Second Tier meeting was held on May 22, 2020. The Competitive Selection Committee was tasked with evaluating, scoring and ranking the presentations in accordance with the evaluation criteria outlined in the solicitation. The highest ranked firm, Stearns Conrad & Schmidt Consulting Engineers, Inc., was recommended for negotiations by the Competitive Selection Committee. Please refer to the attached Second Tier Tabulation Sheet.

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

- Jorge Vital, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department (ISD)
- Luis Moreno, Construction Manager 3, Department of Solid Waste Management (DSWM)
- Achaya Kelapanda, Assistant Director Technical Services, Department of Solid Waste Management (DSWM)
- Jacqueline Powell, Aviation Fueling System Supervisor, Miami-Dade Aviation Department (MDAD)

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



**RANKING OF SHORTLISTED FIRMS**

**Stearns Conrad & Schmidt Consulting Engineers, Inc.**

Final Ranking – 1  
Total Ordinal Score – 8  
Total Qualitative Points – 473

The following firms will serve as alternates:

**TetraTech, Inc.**

Final Ranking – 2  
Total Ordinal Score – 10  
Total Qualitative Points – 471

**Kimley-Horn & Associates, Inc.**

Final Ranking – 3  
Total Ordinal Score – 12  
Total Qualitative Points – 461

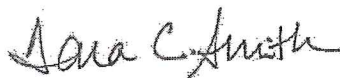
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

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

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

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

Approved:



Digitally signed by Tara C.  
Smith  
Date: 2020.06.18 10:56:27  
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Tara C. Smith  
Director

7/2/20  
\_\_\_\_\_  
Date



**Attachments:**

1. Scope of Services
2. List of Respondents
3. SBD Compliance Review
4. First Tier Tabulation Sheet
5. Second Tier Tabulation Sheet

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

**MIAMI-DADE COUNTY  
DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM)  
NORTH DADE LANDFILL VERTICAL EXPANSION  
ISD PROJECT NO. E19-DSWM-01**

**1.3 SCOPE OF SERVICES AND TERMS**

The project includes a vertical expansion of the North Dade Landfill (NDL). NDL is an approximately 180-acre Class III, Sanitary Landfill located in the northwest portion of Miami-Dade County consisting of two cells. The East Cell is approximately 100 acres, lined, currently active and permitted to 135 feet National Geodetic Vertical Datum (NGVD). The West Cell is approximately 80 acres, unlined, closed and permitted to 95 feet NGVD. This expansion envisions maximizing the long term capacity of NDL by increasing the elevation of both East & West Cells to 250 feet NGVD. The scope of work will require engineering design services for the permitting of the vertical expansion.

The design and permitting services are intended to be used as part of the permitting process in order to secure a vertical expansion at NDL. This will include, but are not limited to, providing an engineering report in order to meet the requirements of 62-701 of the Florida Administrative Code. This engineering report will include at a minimum the following:

- Landfill Permit Requirements
- General Criteria for Landfills
- Landfill Cell Construction Design & Engineering Calculations
- Hydrogeological Investigations
- Geotechnical Investigations
- Vertical Expansion Design
- Landfill Operation Requirements
- Water Quality and Leachate Monitoring Requirements
- Special Waste Handling Requirements
- Gas Management System Design and Engineering Calculations
- Landfill Closure Design and Engineering Calculations
- Closure Procedures
- Long Term Care Requirements
- Financial Responsibility Requirements
- Facility Operations Plan
- Construction Quality Assurance Plan
- Stormwater Monitoring Plan
- Water Quality Monitoring Plan

The Engineering Report will also contain engineering drawings as they relate to:

- Base Grade Plan
- Fill Sequence Plan

- Leachate Collection System Piping Plan
- Leachate Collection System Piping Plan Details
- Final Grade Plan
- Surface Water Management System Plan
- Landfill Cross Sections
- Liner & Final Cover Details
- Leachate Management System Details
- Surface Water Management Details
- Conceptual Gas System Management Plans
- Conceptual Gas System Management System Plan Details
- Environmental Monitoring Plan

No minimum amount of work or compensation will be assured to the retained consultants. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.



MIAMI DADE COUNTY  
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: North Landfill Vertical Expansion

Project No.: E19-DSWM-01

Measures: 20% SBE/A/E

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 01/10/2020

Team No.: 1

Prime Local Preference: Yes

Prime Name: KIMLEY-HORN & ASSOCIATES INC

FEIN No.: 560885615

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. HDR ENGINEERING INC		470680568
b. LONGITUDE SURVEYORS LLC		364551726
c. GEOSOL INC		650997886

Team No.: 2

Prime Local Preference: Yes

Prime Name: STEARNS CONRAD & SCHMIDT CONSULTING ENGINEERS INC

FEIN No.: 540913440

Trade Name: SCS ENGINEERS

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. ATC GROUP SERVICES LLC		460399408
b. HR ENGINEERING SERVICES INC		650849633
c. LONGITUDE SURVEYORS LLC		364551726
d. HILLERS ELECTRICAL ENGINEERING INC		650469356

Team No.: 3

Prime Local Preference: Yes

Prime Name: TETRA TECH INC

FEIN No.: 954148514

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. GEOSYNTEC CONSULTANTS INC		592355134
b. GEOSOL INC		650997886
c. J BONFILL & ASSOCIATES INC		650133546
d. ARDAMAN & ASSOCIATES INC		592984496

# Memorandum



**DATE:** February 24, 2020  
**TO:** Namita Uppal, Chief Procurement Officer  
Internal Services Department  
**FROM:** Gary Hartfield, Division Director  
Internal Services Department  
Small Business Development  
**SUBJECT:** Compliance Review  
Project # E19-DSWM-01  
North Dade Landfill Vertical Expansion

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Architectural and Engineering Services (SBE-A&E) program. The contract measure established for this project is an 20.0% SBE-A&E Sub-Consultant goal.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance from Lead A/E Firms: Kimley-Horn & Associates, Inc., SCS Engineers dba Stearns Conrad and Schmidt Consulting and Tetra Tech, Inc., acknowledging the project's SBE measures. All referenced firms also submitted their Utilization Plan (UP) identifying the SBE Sub-Consultants to fulfill the 20.0% SBE-A&E Sub-Consultant goal, via the Business Management Workforce System (BMWS). Please find the results of SBD's compliance review below.

**FIRM:**

**STATUS:**

- |  |           |
|--|-----------|
| 1. Kimley-Horn & Associates, Inc.                          | Compliant |
| 2. SCS Engineers dba Stearns Conrad and Schmidt Consulting | Compliant |
| 3. Tetra Tech, Inc.  | Compliant |

**SUMMARY:**

**Kimley-Horn & Associates, Inc., (#1)**, a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Geosol, Inc., to perform TC 9.02 (Geotechnical and Materials Engineering Services), at 8.0% and Longitude Surveyors, LLC. to perform TC's 15.01 (Surveying and Mapping - Land Surveying), 15.02 (Aerial Photogrammetry), at 12.0%. The Utilization Plan (UP) was submitted by Kimley-Horn & Associates, Inc., and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 20.0%. The sub-consultants confirmed their participation via the BMWS in agreement with the measures.

Kimley-Horn & Associates, Inc., has satisfied the contract's 20.0% SBE-AE sub-consultant goal. Kimley-Horn & Associates, Inc., is in compliance with the overall Small Business measure established for this contract.

**SCS Engineers dba Stearns Conrad and Schmidt Consulting, (#2)**, a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: HR Engineering Services, Inc., to perform TC's 9.02 (Geotechnical and Materials Engineering Services) and 16.00 (General Civil Engineering) at 11.0% and Longitude Surveyors, LLC, to perform TC's 15.01 (Surveying and Mapping - Land Surveying), 15.02 (Aerial Photogrammetry), at 9.0%. The Utilization Plan (UP) was submitted by SCS Engineers dba Stearns Conrad and Schmidt Consulting and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 20.0%. The sub-consultants confirmed their participation via the BMWS in agreement with the measures.

SCS Engineers dba Stearns Conrad and Schmidt Consulting, has satisfied the contract's 20.0% SBE-AE sub-consultant goal. SCS Engineers dba Stearns Conrad and Schmidt Consulting is in compliance with the overall Small Business measure established for this contract.

**Tetra Tech Inc., (#3)**, a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Geosol, Inc., to perform TC 9.02 (Geotechnical and Materials Engineering Services), at 7.0%, and J. Bonfill & Associates, Inc., to perform TC's 15.01 (Surveying and Mapping - Land Surveying), 15.02 (Aerial Photogrammetry) and 16.00 (General Civil Engineering at 13.0%. The Utilization Plan (UP) was submitted by Tetra Tech Inc., and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 20.0%.

Tetra Tech Inc., has satisfied the contract's 20.0% SBE-AE sub-consultant. Tetra Tech Inc., is in compliance with the overall Small Business measure established for this contract.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of February 1, 2020. Also, a review of the History of Violations Report as of December 16, 2019 indicates that none of the aforementioned firms have an open violation. Please note that SBD staff reviewed and addressed compliance with the SBE-A&E measure. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Pedro Rosa, SBD Capital Improvement Project Specialist at (305) 375-3104.

c: Amado Gonzalez, (ISD)  
Laurie Johnson, (ISD)

FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
March 11, 2020		Luis Moreno (DSWM)	Achaya Kelapanda (DS)	Virginia Walsh (WASD)	Jacqueline Powell (MD)	Carlos Hernandez (REF)						
<b>Miami-Dade County Department of Solid Waste Management (DSWM)</b> <b>North Dade Landfill Vertical Expansion</b> <b>TABULATION SHEET</b> <b>ISD PROJECT NO. E19-DSWM-01</b>												
1 KIMLEY-HORN & ASSOCIATES INC.												
1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)												
		45	43	40	48	30	206					
		20	17	18	19	15	89					
		18	18	12	18	18	84					
		3	2	3	2	2	13					
		5	5	5	5	5	25					
		91	85	78	92	71		417				
		1	3	3	3	3			3	3	3	
		1	3		92	71		254	9	3	3	
Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A												
2 STEARNS CONRAD & SCHMIDT CONSULTING ENGINEERS INC.												
1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)												
		43	46	45	49	35	218					
		20	19	18	20	15	92					
		15	17	18	18	18	86					
		4	3	5	5	4	21					
		5	5	5	5	5	25					
		87	90	91	97	77		442				
		3	2	1	1	2			2	1	2	
		3	1	1	97	77		268	5	1	2	
Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A												

FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
March 11, 2020		Luis Moreno (DSWM)	Achaya Kelapanda (DS)	Virginia Walsh (WASD)	Jacqueline Powell (MD)	Carlos Hernandez (REF)						
<b>Miami-Dade County Department of Solid Waste Management (DSWM)</b> <b>North Dade Landfill Vertical Expansion</b> <b>TABULATION SHEET</b> <b>ISD PROJECT NO. E19-DSWM-01</b>												
<b>TETRA TECH INC.</b> 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)												
		44	47	39	47	45	222					
		20	19	17	18	15	89					
		16	18	18	20	18	90					
		5	5	4	4	5	23					
		5	5	5	5	5	25					
		90	94	83	94	88	449					
Ordinal Scores		2	1	2	2	1						
Dropped Ordinal Scores		2	1						5	1	1	
Dropped Qualitative Scores				83	94							
Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A												
Jacqueline Carranza, Chairperson FINAL												



SECOND TIER MEETING May 22, 2020		MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM)					COMPETITIVE SELECTION COMMITTEE					TOTAL QUALITATIVE SCORE	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK		
NORTH DADE LANDFILL VERTICAL EXPANSION		NORTH DADE LANDFILL VERTICAL EXPANSION															
TABULATION SHEET ISD PROJECT NO. E19-DSWM-01		NAME OF FIRM(S)															
1	KIMLEY-HORN & ASSOCIATES INC. (Local)						Luis Moreno (DSWM)	Achaya Ketapanda (DSWM)	Virginia Walsh (WASD)	Jacqueline Powell (MDAD)	Carlos Hernandez (FER)						
	1B - Knowledge of Project Scope (50 points)						50	46	46	45	45		232				
	2B - Qualifications of team members assigned to the project (40 points)						38	36	38	38	35		185				
	3B - Ability to provide required services within schedule and budget (10 points)						10	9	8	8	8		44				
	Total Qualitative Score						98	91	92	92	88		461				
	Ordinal Scores						1	3	3	2	3			12	3	3	
	Tie-Breaker (CSC Ords)-Criterion 1B, 2B, 3B then Total Qual. Score for 1B, 2B, 3B.																
	Tie-Breaker (Total Ord. Score)-Total Qual. Score, then Total Qual. Score for 1B, 2B, 3B.																
2	STEARN'S CONRAD & SCHMIDT CONSULTING ENGINEERS INC. (Local)																
	1B - Knowledge of Project Scope (50 points)						45	49	48	47	48		237				
	2B - Qualifications of team members assigned to the project (40 points)						38	38	39	39	38		192				
	3B - Ability to provide required services within schedule and budget (10 points)						10	9	8	9	8		44				
	Total Qualitative Score						93	96	95	95	94		473				
	Ordinal Scores						3	1	1	1	2			8	1	1	
	Tie-Breaker (CSC Ords)-Criterion 1B, 2B, 3B then Total Qual. Score for 1B, 2B, 3B.																
	Tie-Breaker (Total Ord. Score)-Total Qual. Score, then Total Qual. Score for 1B, 2B, 3B.																
3	TETRA TECH INC. (Local)																
	1B - Knowledge of Project Scope (50 points)						50	48	47	43	49		237				
	2B - Qualifications of team members assigned to the project (40 points)						35	39	38	37	38		187				
	3B - Ability to provide required services within schedule and budget (10 points)						10	9	10	9	9		47				
	Total Qualitative Score						95	96	95	89	96		471				
	Ordinal Scores						2	2	2	3	1			10	2	2	
	Tie-Breaker (CSC Ords)-Criterion 1B, 2B, 3B then Total Qual. Score for 1B, 2B, 3B.																
	Tie-Breaker (Total Ord. Score)-Total Qual. Score, then Total Qual. Score for 1B, 2B, 3B.																

George Vihal, ISD Chairperson



## Small Business Development Division Project Worksheet

**Project/Contract Title:** NORTH DADE LANDFILL VERTICAL EXPANSION **Received Date:** 07/19/2019  
**Project/Contract No:** E19-DSWM-01 **Funding Source:**  
**Department:** SOLID WASTE MANAGEMENT  
**Estimated Cost of Project/Bid:** \$450,000.00 **Resubmittal Date(s):**

**Description of Project/Bid:** The design and permitting services are intended to be used as part of the permitting process in order to secure a vertical expansion at NDL. This will include, but are not limited to, providing an engineering report in order to meet the requirements of 62-701 FAC. This engineering report will include at a minimum the following:  
 -landfill permit requirements  
 -general criteria for landfills  
 -landfill cell construction design & engineering calculations

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE/AE	20.00%

**Reasons for Recommendation**

**SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E)**  
 An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a 20.00% SBE-A&E goal is appropriate for this contract in the following Technical Categories: 9.02 Soils Foundations and Materials Testing-Geotechnical and Materials Engineering Services at 6.00%; ; 15.01 Surveying And Mapping-Land Surveying at 5.00; 15.02 Aerial Photogrammetry at 4.00%% and 1600 General Civil Engineering 5.00%

The project estimated cost amount is \$450,000.00, the total suggested SBE-A&E Sub-consulting Goal is \$148,000.00 (33.00%) of the total project estimated cost. The intent is to retain one (1) qualified firm under one (1) Professional Service Agreements (PSA). The term of agreement will be for three (3) years.

Technical Category: 0700-Solid Waste Collection & Disposal Systems; 0902-Geotechnical & Materials Engineering Services; 1001-Environmental Eng-Stormwater Drainage Design Serv; 1005-Environmental Eng-Contamination Assess & Monitor; 1501-Surveying And Mapping-Land Surveying; 1502-Aerial Photogrammetry; 1600-General Civil Engineering

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
SURVEYING AND MAPPING-LAND SURVEYING	SBE/AE	\$22,500.00	5.00%	
	SBE/AE	\$18,000.00	4.00%	
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	SBE/AE	\$27,000.00	6.00%	
GENERAL CIVIL ENGINEERING	SBE/AE	\$22,500.00	5.00%	
<b>Total</b>		<b>\$90,000.00</b>	<b>20.00%</b>	

**Living Wages:** YES  NO

**Responsible Wages:** YES  NO

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

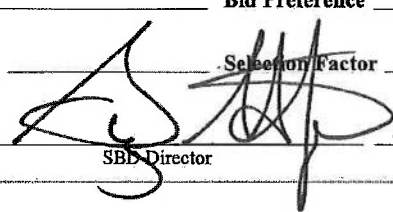


Small Business Development Division  
Project Worksheet

Project/Contract Title: NORTH DADE LANDFILL VERTICAL EXPANSION  
Project/Contract No: E19-DSWM-01 Funding Source:  
Department: SOLID WASTE MANAGEMENT  
Estimated Cost of Project/Bid: \$450,000.00

Received Date: 07/19/2019

Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	 SBD Director		8-8-19 Date



**MEMORANDUM**  
(Revised)

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

**DATE:** September 19, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(M)(1)

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(M)(1)  
9-19-23

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING CONTRACT AWARD OF PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. FOR PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR THE NORTH DADE LANDFILL VERTICAL EXPANSION, ISD PROJECT NO. E19-DSWM-01, IN AN AMOUNT OF \$550,000.00 INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$50,000.00 FOR A THREE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN INCLUDING CANCELLATION, RENEWAL, AND EXTENSION PROVISIONS

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Approves the award of a Professional Services Agreement ("PSA") between the County and Stearns, Conrad & Schmidt Consulting Engineers, Inc. for Professional Services Agreement for Professional Services for the North Dade Landfill Vertical Expansion, ISD Project No. E19-DSWM-01 in an amount of \$550,000.00 inclusive of a 10 percent contingency allowance of \$50,000.00, for a three-year term.

**Section 2.** Authorizes the County Mayor or County Mayor's designee to execute the PSA, in substantially the form attached to the accompanying memorandum and made a part hereof, and to exercise all provisions contained therein, including any cancellation, renewal, and extension provisions.

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

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 19<sup>th</sup> day of September, 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

dsh

David Stephen Hope