

Memorandum



Date: October 1, 2024

Agenda Item No. 8(O)(I)

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

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving a Non-Exclusive Professional Services Agreement with A.M.I. Engineering, LLC to provide Engineering Design and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations); Agreement No. 23AMIEL01; Project No. E23WS04 SET-ASIDE

Executive Summary

The Miami-Dade Water and Sewer Department (WASD) is the primary provider of water and wastewater services to Miami-Dade County (the County) serving a population of over 2.7 million, making it among the largest water/wastewater utilities in the United States. WASD has developed a Multi-Year Capital Improvement Program (CIP) to upgrade its infrastructure systems throughout the County in order to renew and replace existing deteriorated systems, and to ensure an efficient, reliable water and wastewater system throughout the County in order to accommodate future growth and development or redevelopment. WASD recognizes the need for engineering planning, design and related services for water and wastewater infrastructure projects, and other critical projects which are integral to the CIP.

For this solicitation under Project No. E23WS04, the County intends to retain four (4) qualified firms under four (4) separate Non-Exclusive Professional Services Agreements (PSAs). This item approves one (1) of the four (4) PSAs, Agreement No. 23AMIEL01 (the Agreement), while the other three (3) PSAs have been awarded subject to ratification by the Board of County Commissioners (the Board). This Agreement is between the County and A.M.I. Engineering, LLC (A.M.I.).

Section 2-8.2.12 of the County Code (WASD's Consent Decree and Capital Improvement Programs Acceleration Ordinance) delegates authority to the County Mayor or County Mayor's designee to award consent decree work or other required capital improvement contracts under certain conditions. The conditions include a requirement that the consulting firm receiving the award must have a rating of 2.5 or higher in the Capital Improvements Information System (CIIS) database. Because A.M.I. has no previous County projects and, thus no CIIS rating, it does not meet this requirement. Therefore, Board approval is required for this contract award.

WASD is requesting approval of the Agreement between the County and A.M.I. for an amount not to exceed \$750,000 with a term of five (5) years, with one (1) two (2)-year option to renew, to provide WASD with engineering design and related services for water and wastewater infrastructures (water mains, force mains, gravity sewers, and water and sewer pump stations), which is essential to the entire County.

Recommendation

It is recommended that the Board approve the attached resolution awarding Agreement No. 23AMIEL01 to A.M.I. to provide engineering design and related services for water and wastewater infrastructure, including water mains, force mains, gravity sewers, and water and sewer pump stations under Project No. E23WS04. The total compensation amount under the Agreement will not exceed \$750,000 with a

term of five (5) years, with one (1) two (2)-year option to renew. The Agreement does not include a contingency account.

Delegated Authority

Upon Board approval and pursuant to the provisions of Section 2-8.2.12 of the County Code, the County Mayor or County Mayor's designee has the authority to execute, amend and terminate the Agreement and to resolve disputes. Additionally, pursuant to Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee has the authority to amend and/or extend the Agreement to complete unfinished work, waive liquidated damages, negotiate and settle claims, and execute change orders not exceeding ten percent (10%) of the base/alternate contract amount. Pursuant to Section 2-8.2.12 (7), all actions taken pursuant to Section 2-8.2.12 are subject to ratification by the Board.

Scope

A.M.I. will provide design, permitting, procurement, public engagement, and related services for water and wastewater infrastructure, including water mains, force mains, gravity sewers, and water and sewer pump stations. A.M.I. shall provide, among other things, basis of design reports, engineering evaluations, engineering design, permitting services, engineering specifications, public outreach, procurement services, and engineering services during construction.

The Project may include any components of the entire collection and/or distribution system assets within WASD's water and wastewater service areas. This includes, but is not limited to, water mains, force mains, gravity sewer mains, water pump stations, sewer pump stations, trenchless pipelines, and pipeline rehabilitation technologies. It will also encompass ancillary engineering services including, but not limited to, coordination and evaluation of volume sewer and water customer service areas, roadway and pavement design, and maintenance of traffic. A.M.I. will be able to develop construction documents, studies, and perform all engineering services required within the water distribution and wastewater collection system.

The scope includes the upgrade of existing water and sewer facilities and the design of new water mains, gravity sewer mains, force mains, and pump stations. Additionally, the scope will require the design consultants to perform engineering design on all phases of the Project. The scope may include, but not be limited to, renewal and replacement projects; performing preliminary site investigations; coordinating with other utilities; preparing design reports; evaluation of existing equipment conditions; capacity analysis; evaluation of useful life expectancy; design services for renovations; preparation of drawings; preparation of contract specifications; structural engineering; mechanical engineering; and electrical engineering. The scope may also include, but is not limited to, obtaining dry-run permits; obtaining final environmental and building permits; coordinating with WASD forces; providing engineering technical support during construction; reviewing shop drawings; responding to information requests; reviewing claims and potential change orders; reviewing contract schedules and schedule of values; and reviewing as-built drawings.

Primary Commission District/Project Location

Various Commission Districts. This Project has countywide significance.

All firms were evaluated in accordance with Section 2-10.4 of the County Code, Implementing Order 3-34 and Administrative Order 3-39.

Small Business Development (SBD) - Contract Measures

(See Attachment A: Project Worksheet)

Review Date – 5/11/2023 Resubmittal – N/A Signoff Date – 5/18/2023

Type	Goal	Comment
SBE – Architecture & Engineering	100% TIER 1 SET ASIDE	Implementing Order 3-32
SBE – Goods & Services	N/A	Implementing Order 3-41

Subconsultants

The chart below indicates the list of Subconsultants that will be utilized under this Agreement and which of those Subconsultants are being utilized to meet the SBD measures as indicated above on the contract measures. *(See Attachment B: Certificate of Assurance and Utilization Plan)*

Subconsultants	Goal	Services
Assurance Consulting Engineers, LLC	1%	Structural engineering.
EGSC Engineering Consultants, Inc.	45%	Water distribution and sanitary sewage collection and transmission, water and sanitary sewage pumping facilities, & civil engineering.
Fernandez-Beraud Inc.	1%	Landscape architecture.
Green Dade, Inc	1%	Electrical engineering.
Miami Environmental & Civil Engineering, LLC	1%	Contamination assessment and monitoring, & wellfield, groundwater, and surface water protection and management.
Valderrama & Valderrama Engineering, Inc.	1%	Mechanical engineering.

Fiscal Impact/Funding Source

Future WASD Revenue Bonds, WASD Revenue Bonds Sold, Wastewater Connection Charges, Wastewater Renewal Fund, Water Connections Charges, Water Renewal and Replacement Fund.

Capital Budget Project Number – Description

Adopted Budget and Multi-Year Plan for Fiscal Year 2023-2024.

See table below for a breakdown and further details.

Base Contract Amount	Contingency Amount (Code Sec. 2-8.1)
\$750,000	\$ 0
	This Agreement does not include a contingency allowance account.

(See Attachment C: Capital Project Funding Information)

Revenue Name	Program No. & Description
Wastewater	9652101 - North District Forcemain Network – Infrastructure Improvements Book Page # 86
Pump Stations	2000000784 - Pump Station Rehabilitation and Resilience Program (PSRP) Book Page # 88
Water	2000000072 - Small Diameter Water Mains Replacement Program Book Page # 90

See table below for additional funding types reviewed, and whether they are applicable.

Funding Type	Legislation	Applicable (Yes or No)	Notations
People’s Transportation Plan (PTP)	County Code Section 29-124	No	N/A
General Obligation Bond (GOB)	Resolutions R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04, R-919-04	No	N/A
American Recovery and Reinvestment Act (ARRA- Economic Stimulus)	County Code Section 2-8.2.7	No	N/A

Track Record/Monitor

The designated staff contact to track and monitor this Agreement are Contract Manager: Patty Palomo / 786-552-8040 / Patty.Palomo@miamidade.gov and Project Manager Li Gurau / 786-552-4440 / Li.Gurau@miamidade.gov.

Procurement History

On June 28, 2023, a Notice to Professional Consultant (NTPC) was issued under full and open competition. A total of five (5) proposals were received by the submittal deadline of August 11, 2023. *(See Attachment D: List of Respondents)*

SBD completed its review of the SBE contract measures on August 28, and confirmed that all five (5) firms were in compliance with the submittal requirements. *(See Attachment E: SBD Compliance Review)*

At the First Tier “Evaluation of Qualifications” meeting held on September 27, 2023, the Competitive Selection Committee (CSC) reviewed and ranked the five (5) proposals in accordance with evaluation criteria outlined in the solicitation. The CSC elected by majority of vote, to invite the four (4) highest ranked proposers to advance to the Second-Tier meeting (Oral Presentations). *(See Attachment F: First Tier Tabulation Report)*

Firm Name	Total & Adjusted Qualitative Scores	Total Adjusted Ordinal Scores	Ordinal Ranking	Final Ranking
Cordova Rodriguez & Associates, Inc.	432/260	4	1	1
PE Consulting Engineering Inc	423/254	7	2	2
A.M.I. Engineering, LLC	424/257	10	3	3
Connect Engineering, LLC	408/247	12	4	4
Ambro, Inc.	401/241	14	5	5

A revised review memo was completed by SBD on October 10, 2023, indicating that one of the proposers, Cordova Rodriguez & Associates, Inc. is not in compliance with the SBE-A&E measure established for this contract. As a result, four (4) firms remain in compliance and participating in the evaluation process. *(See Attachment G: Revised SBD Compliance Review)*

As a result of the revised SBD Compliance review memo, the CSC reconvened on October 16, 2023, the Second Tier was waived to proceed with negotiations.

The CSC recommended the four (4) highest ranked proposers to the County Mayor or the County Mayor’s designee for approval to negotiate a contract.

1. PE Consulting Engineering Inc
2. A.M.I. Engineering, LLC
3. Connect Engineering, LLC
4. Ambro, Inc.

The Negotiation Committee was approved by the County Mayor’s designee on December 14, 2023. *(See Attachment H: Negotiation Authorization Memorandum)*. On February 16, 2024, the Negotiation Committee held the first negotiation meeting with A.M.I. and concluded negotiations on February 20, 2024.

Vendor(S) Recommended For Award

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

Vendor Name	Principal Address	Local Address	Number of Employee Residents*	Principal
			1) County 2) Percentage (%)	
A.M.I. Engineering, LLC	12850 N Calusa Club Dr. Miami, FL 33186	12850 N Calusa Club Dr. Miami, FL 33186	4	Francisco J. Alonso
			4	
			100%	

*Pursuant to R-1011-15, the percentage of employee residents is the percentage of the vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce.

Due Diligence

Pursuant to R-187-12, the Strategic Procurement Department (SPD) conducted due diligence in accordance with SPD’s Procurement Guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced included: 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. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. 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.

Title	Legislation	Applicable (Yes or No)	Notations
Small Business Enterprise - Architecture and Engineering	County Code Section 2-10.4.01	Yes	100% Set-Aside as established by SBD.
Small Business Enterprise -Services	County Code Section 2-8.1.1.1.1	No	N/A
Small Business Enterprise -Goods	County Code Section 2-8.1.1.1.2	No	N/A
In-house Capabilities	Resolution R-1204-05	Yes	These services will augment WASD in-house capabilities and assist in accelerating the Capital Improvement Plan.
Responsible Wages	County Code Section 2-11.16	No	N/A
Sea Level Rise	Ordinance 14-79	Yes	The impact of sea level rise will be considered as part of the design.
Sustainable Buildings Measure	Implementing Order 8-8	Yes	This project qualifies for compliance with the Sustainable Buildings Ordinance.
Local Preference	County Code Section 2-8.5	Yes	N/A
Local Certified Veteran Business Enterprise Preference	Code County Section 2-8.5.1	Yes	N/A
Consultants’ Competitive Negotiation Act	FL Stat. 287.055	Yes	N/A
Office of Inspector General Fee	County Code Section 2-1076	Yes	N/A

SIGNATURE PAGE
Agreement No. 23AMIEL01; Project No. E23WS04

A 

David Clodfelter, OMB Director

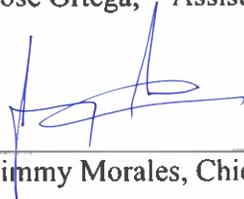
7/18/2024
Date

Approved as to legal sufficiency:



Jose Ortega, Assistant County Attorney

6/27/24
Date



Jimmy Morales, Chief Operations Officer

8.23.2024
Date

ATTACHMENT A



Small Business Development Division

Project Worksheet

Project/Contract Title: Engineering Design, and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations) **Received Date:** 5/11/2023
Project/Contract No: E23WS04 **Funding Source:** Other
Department: Water & Sewer
Estimated Cost of Project/Bid: \$3,000,000.00
Description of Project/Bid: WASD seeks the services of multiple consultants for the design, permitting, procurement, public engagement and related services of water and wastewater infrastructure, including water mains, force mains, gravity sewers, and water and sewer pump stations. The consultants shall provide, but not be limited to, the basis of design reports, engineering evaluations, engineering design, permitting services, engineering specifications, public outreach, procurement services and engineering services during construction.

The project will include all collection and distribution system assets within WASD's water and wastewater service areas. This includes but is not limited to, water mains, force mains, gravity sewer, water pump stations, sewer pump stations, trenchless pipelines, and pipeline rehabilitation technologies. It will also encompass ancillary engineering services including, but not limited to, coordination and evaluation of volume water and sewer customer service areas, roadway and pavement design, and maintenance of traffic. The consultants will be able to develop construction documents and studies, and perform all engineering services required within the water distribution and wastewater collection system.

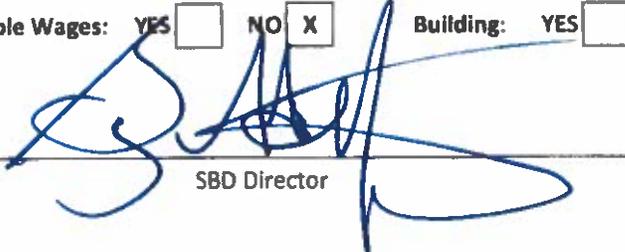
Contract Measures		
<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Tier I Set Aside	SBE-A&E	100.00%
Reasons for Recommendation		
<p>SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E). An analysis of the factors contained in the project package, as well as the factors contained in Section V.B. of Implementing Order 3-32 and the responses of certified SBE/A&E firms to the Verification of Availability to Propose process indicates a 100% SBE-A&E Set Aside is appropriate for this contract. Four (4) firms responded to the Verification of Availability to Bid process as being able to meet the contract's prime requirements.</p> <p>WASD intends to retain four (4) qualified consultants under four (4) separate non-exclusive Professional Services Agreements (PSAs). The term for each PSA is a five (5) year period, with a two (2) year option-to-renew at the discretion of the County. The maximum compensation for each PSA is seven hundred fifty thousand dollars (\$750,000.00) with no contingency allowance.</p> <p>SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-G&S). An analysis of Implementing Order 3-41 & Ordinance 16-109, as well as the project package indicates a No Measure is appropriate. MDC-TCC 6.01 WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS, MDC-TCC 6.02 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE PUMPING FACILITIES, MDC-TCC 16.00 GENERAL CIVIL ENGINEERING, MDC-TCC 3.02B HIGHWAY SYSTEMS - MINOR HIGHWAY DESIGN,</p>		

MDC-TCC 3.09 HIGHWAY SYSTEMS – SIGNING, PAVEMENT MARKING, AND CHANNELIZATION, MDC-TCC 10.05 ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 10.09 ENVIRONMENTAL ENGINEERING - WELLFIELD, GROUND WATER AND SURFACE WATER PROTECTION AND MANAGEMENT, MDC-TCC 11.00 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12.00 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13.00 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 20.00 LANDSCAPE ARCHITECTURE.

Small Business Contract Measure Recommendation

<u>Subtrade</u>	<u>Category</u>
WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	SBE-A&E
WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES	SBE-A&E
GENERAL CIVIL ENGINEERING	SBE-A&E

Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO
Responsible Wages: YES NO Building: YES NO



SBD Director

5-18-23
Date



**SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE**

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: SPD # E23WS04 TIER 1 SET-ASIDE Project Title: ENGINEERING DESIGN & RELATED SERVICES FOR WATER & WASTEWATER INFRASTRUCTURE

Name of Proposer: A.M.I. Engineering, LLC FEIN 87-1210583

Address: 12850 N Calusa Club Dr. City Miami State FL ZIP 33186

Telephone Number: (305) 803-2569 Email address: falonso@amiengineer.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

x 100 % SBE-A/E, _____ % SBE-Con, _____ % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 – Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

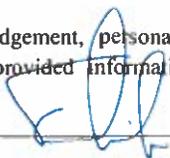
To satisfy the requirements for Step 2 – Proposal Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Francisco J. Alonso, PE, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.



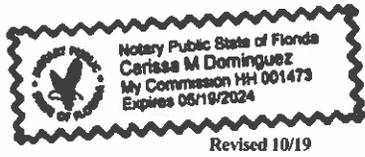
Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 24th day of July, 2023



Signature of Notary Public-State of Florida

My Commission Expires: 05/19/2024



Revised 10/19

ATTACHMENT B

[Help & Tools](#) 

Utilization Plan: View Plan

Generated by Wilden Sanchez Diaz, Miami-Dade County on 2/16/2024

[Proposal Main](#) [View Proposal](#) [Settings](#) [Docs](#) [Goal Setting](#) [Bid List](#) [Utilization Plans](#) [Comments](#) [Linked Records](#) [Reports](#)

E23WS04: Engineering Design, and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations)

Status: **Open**
Estimated Cost: **\$3,000,000**

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

[Refresh Actions & Notices](#)

Utilization Plan Summary

PROPOSAL	E23WS04: Engineering Design, and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations)
REFERENCE	Utilization Plan - A.M.I. Engineering
PHASE	Original, version 0
STATUS	 Approved
NOTIFICATION DATE	8/17/2023 by Wilden Sanchez Diaz
DUE DATE	8/21/2023 5:00 pm US/Eastern
SUBMISSION DATE	8/21/2023 by Francisco Alonso 
REVIEW DATE	8/29/2023 by Wilden Sanchez Diaz

[Award To Contract](#)

Utilization Plan Information

ESTIMATED BID / TRANSACTION AMOUNT	\$750,000
PUBLIC COMMENTS	Please identify the firm(s) to meet the 100% SBE-A&E goal established for this contract. Please use the TCs and the firms identified in the LOQ.

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
 A.M.I. ENGINEERING, LLC MDC-TCC 03-02B: MINOR HIGHWAY DESIGN MDC-TCC 03-09: SIGNING, PAVEMENT MARKING, AND CHANNELIZATION MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION MDC-TCC 06-02: WATER AND SANITARY SEWAGE PUMPING FACILITIES MDC-TCC 16: GENERAL CIVIL ENGINEERING		 SBE - A&E	\$750,000	\$375,000 50.00%	\$375,000 50.00%	View

Work Code Validation Symbol Legend: ✔ All assigned work codes are valid; ! Some assigned codes are not valid; ! No assigned work codes are valid; ✘ No work codes are assigned.

Subcontractors										
Subcontractor Name	Sub Tier	Cert	Inc in Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
1 Assurance Consulting Engineers, LLC MDC-TCC 11: GENERAL STRUCTURAL ENGINEERING	1	✔	✔	Sub SBE - 100% A&E	✔	\$7,500 1.00%	\$7,500 1.00%	\$7,500 1.00%	✔	View
1 EGSC ENGINEERING CONSULTANTS, INC. MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION MDC-TCC 06-02: WATER AND SANITARY SEWAGE PUMPING FACILITIES MDC-TCC 16: GENERAL CIVIL ENGINEERING	1	✔	✔	Sub SBE - 100% A&E	✔	\$337,500 45.00%	\$337,500 45.00%	\$337,500 45.00%	✔	View
1 Fernandez-Beraud, Inc. MDC-TCC 20: LANDSCAPE ARCHITECTURE	1	✔	✔	Sub SBE - 100% A&E	✔	\$7,500 1.00%	\$7,500 1.00%	\$7,500 1.00%	✔	View
1 Green Dade, Inc. MDC-TCC 13: GENERAL ELECTRICAL ENGINEERING	1	✔	✔	Sub SBE - 100% A&E	✔	\$7,500 1.00%	\$7,500 1.00%	\$7,500 1.00%	✔	View
1 Miami Environmental & Civil Engineering, LLC MDC-TCC 10-05: CONTAMINATION ASSESSMENT AND MONITORING MDC-TCC 10-09: WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT	1	✔	✔	Sub SBE - 100% A&E	✔	\$7,500 1.00%	\$7,500 1.00%	\$7,500 1.00%	✔	View
1 Valderrama & Valderrama Engineering, Inc. MDC-TCC 12: GENERAL MECHANICAL ENGINEERING	1	✔	✔	Sub SBE - 100% A&E	✔	\$7,500 1.00%	\$7,500 1.00%	\$7,500 1.00%	✔	View

Goal & Waiver Summary					
Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	100.00%	100.00%	Met goal		
Bid Preference	0.00%	0.00%	Met goal		
DBE	0.00%	0.00%	Met goal		
SBD Goal	0.00%	0.00%	Met goal		
SBE - A&E	100.00%	100.00%	Met goal		
SBE - Con	0.00%	0.00%	Met goal		
SBE - Goods	0.00%	0.00%	Met goal		
SBE - Services	0.00%	0.00%	Met goal		
Selection Factor	0.00%	0.00%	Met goal		
Trade Set Aside	0.00%	0.00%	Met goal		

Signature

SIGNATURE	Francisco J. Alonso
TITLE	President
ORGANIZATION	A.M.I. ENGINEERING, LLC
SIGNATURE DATE	8/21/2023

Additional Instructions

ADDITIONAL INSTRUCTIONS TO
VENDOR

SPECIAL INSTRUCTIONS TO VENDOR

**Please identify the firm(s) to meet the 100% SBE-A&E goal established for this contract.
Please use the TCs and the firms identified in the LOQ.**

[Customer Support](#)

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FY 2023-24 Adopted Budget and Multi-Year Capital Plan

NORTH DISTRICT FORCEMAIN NETWORK - INFRASTRUCTURE IMPROVEMENTS

PROGRAM #: 9652101



DESCRIPTION: Provide infrastructure improvements to pump stations to increase system flexibility, including improvements to wastewater force main (FM) near Intercoastal Waterway; transmission main projects include Lehman Causeway, Snake Creek and Aventura; and other size sewer FM replacement projects in the North Miami Dade Transmission area

LOCATION: Wastewater System - North District Area
Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Future WASD Revenue Bonds	0	31,864	36,708	42,592	31,178	3,000	0	0	145,342
Ojus Revenue Bond Sold	9,230	0	0	0	0	0	0	0	9,230
WASD Revenue Bonds Sold	59,811	0	0	0	0	0	0	0	59,811
Wastewater Connection Charges	9,129	6,099	0	0	0	0	0	0	15,228
Wastewater Renewal Fund	4,186	0	0	0	0	0	0	0	4,186
TOTAL REVENUES:	82,356	37,963	36,708	42,592	31,178	3,000	0	0	233,797
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	74,671	41,189	36,434	41,314	30,243	2,910	0	0	226,761
Planning and Design	2,310	1,274	1,149	1,278	935	90	0	0	7,036
TOTAL EXPENDITURES:	76,981	42,463	37,583	42,592	31,178	3,000	0	0	233,797

NORTH DISTRICT WASTEWATER TREATMENT PLANT PROJECTS

PROGRAM #: 9653411



DESCRIPTION: Construct a chlorine improvement process, replace sluice gates in the pre-treatment bar screen room and provide various plant upgrades and rehabilitation as necessary

LOCATION: 2575 NE 151 St
North Miami

District Located: 4
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Future Subordinate Debt	0	0	0	0	72,838	35,985	20,000	0	128,823
Future WASD Revenue Bonds	0	3,121	21,042	20,253	10,257	6,000	0	0	60,673
WASD Revenue Bonds Sold	1,261	0	0	0	0	0	0	0	1,261
WASD Subordinate Debt Sold	2,713	0	0	0	0	0	0	0	2,713
WIFIA Loan	1,230	3,426	13,586	52,838	0	0	0	0	71,080
Wastewater Renewal Fund	1,224	0	0	0	0	0	0	0	1,224
TOTAL REVENUES:	6,428	6,547	34,628	73,091	83,095	41,985	20,000	0	265,774
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	6,364	6,482	34,281	72,360	82,264	41,565	19,800	0	263,116
Planning and Design	64	65	347	731	831	420	200	0	2,658
TOTAL EXPENDITURES:	6,428	6,547	34,628	73,091	83,095	41,985	20,000	0	265,774

FY 2023-24 Adopted Budget and Multi-Year Capital Plan

PEAK FLOW MANAGEMENT - FLOW REDUCTION PROGRAM (FRP)

PROGRAM #: 9650201



DESCRIPTION: Implement a Flow Reduction Program which is comprised of two main components: Inflow and Infiltration reduction and Pump Station Optimization by implementing real time controls at pump stations

LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Future WASD Revenue Bonds	0	15,815	15,815	14,708	11,714	11,817	11,817	32,458	114,144
WASD Revenue Bonds Sold	44,855	0	0	0	0	0	0	0	44,855
TOTAL REVENUES:	44,855	15,815	15,815	14,708	11,714	11,817	11,817	32,458	158,999
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	44,855	15,815	15,815	14,708	11,714	11,817	11,817	32,458	158,999
TOTAL EXPENDITURES:	44,855	15,815	15,815	14,708	11,714	11,817	11,817	32,458	158,999

PUMP STATION REHABILITATION AND RESILIENCE PROGRAM (PSRRP)

PROGRAM #: 200000784



DESCRIPTION: Implement a pump station resiliency program to improve pump stations systemwide

LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Future WASD Revenue Bonds	0	34,530	38,860	66,770	51,947	24,541	24,785	34,459	275,892
WASD Revenue Bonds Sold	49,734	0	0	0	0	0	0	0	49,734
Wastewater Connection Charges	4,630	0	0	0	0	0	0	0	4,630
Wastewater Renewal Fund	620	0	0	0	0	0	0	0	620
TOTAL REVENUES:	54,984	34,530	38,860	66,770	51,947	24,541	24,785	34,459	330,876
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	54,435	34,185	38,472	66,102	51,428	24,295	24,538	34,114	327,569
Planning and Design	549	345	388	668	519	246	247	345	3,307
TOTAL EXPENDITURES:	54,984	34,530	38,860	66,770	51,947	24,541	24,785	34,459	330,876

PUMP STATIONS - GENERATORS AND MISCELLANEOUS UPGRADES

PROGRAM #: 9652002

DESCRIPTION: Install emergency generators and construct miscellaneous upgrades at various wastewater pump stations

LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Future WASD Revenue Bonds	0	4,275	7,060	9,525	3,354	2,701	0	0	26,915
WASD Revenue Bonds Sold	3,954	0	0	0	0	0	0	0	3,954
TOTAL REVENUES:	3,954	4,275	7,060	9,525	3,354	2,701	0	0	30,869
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	3,954	4,275	7,060	9,525	3,354	2,701	0	0	30,869
TOTAL EXPENDITURES:	3,954	4,275	7,060	9,525	3,354	2,701	0	0	30,869

FY 2023-24 Adopted Budget and Multi-Year Capital Plan

SMALL DIAMETER WATER MAINS REPLACEMENT PROGRAM

PROGRAM #: 2000000072



DESCRIPTION: Design, construct and replace undersized water mains to improve fire flows, pressure to homes and quality of water

LOCATION: Systemwide
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Future WASD Revenue Bonds	2,770	13,986	27,196	35,696	38,786	63,125	73,427	102,134	357,120
WASD Revenue Bonds Sold	14,344	0	0	0	0	0	0	0	14,344
Water Connection Charges	5,128	3,504	1,504	1,504	1,504	0	0	0	13,144
Water Renewal and Replacement Fund	97	0	0	0	0	0	0	0	97
TOTAL REVENUES:	22,339	17,490	28,700	37,200	40,290	63,125	73,427	102,134	384,705
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	21,445	16,791	27,552	35,712	38,678	60,600	70,490	98,048	369,316
Planning and Design	894	699	1,148	1,488	1,612	2,525	2,937	4,086	15,389
TOTAL EXPENDITURES:	22,339	17,490	28,700	37,200	40,290	63,125	73,427	102,134	384,705

SOUTH DISTRICT EXPANSION WASTEWATER TREATMENT PLANT CAPACITY

PROGRAM #: 2000000580



DESCRIPTION: Redirect flows to regional plants and account for peak flows through 2035

LOCATION: Systemwide
Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
State Revolving Loan Wastewater Program	23,978	0	0	0	0	0	0	0	23,978
WASD Subordinate Debt Sold	189,046	0	0	0	0	0	0	0	189,046
WIFIA Loan	19,120	96,697	126,836	27,469	21,236	15,000	15,000	17,000	338,358
Wastewater Connection Charges	133,167	7,214	3,332	0	0	0	0	0	143,713
Wastewater Special Construction Fund	0	283	1	0	0	0	0	0	284
TOTAL REVENUES:	365,311	104,194	130,169	27,469	21,236	15,000	15,000	17,000	695,379
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	263,907	149,259	114,549	24,173	18,687	13,200	13,200	14,960	611,935
Planning and Design	35,986	20,353	15,620	3,296	2,549	1,800	1,800	2,040	83,444
TOTAL EXPENDITURES:	299,893	169,612	130,169	27,469	21,236	15,000	15,000	17,000	695,379



ATTACHMENT D
MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Engineering Design and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations)

Project No.: E23WS04

Measures: SBE-A/E Tier 1 – 100% Set Aside

No. of Agreements: 4

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Team No.: 1

Prime Local Preference: Yes

Prime Name: PE CONSULTING ENGINEERING INC

FEIN No.: 462772185

Trade Name: PE ENGINEERING

Sub-Consultants Name

Trade Name

Subs FEIN No.

- | | | |
|--------------------------------------|--|-----------|
| a. GIT CONSULTING LLC | | 651319891 |
| b. CHROME ENGINEERING, INC. | | 832073014 |
| c. A D A ENGINEERING INC | | 592064498 |
| d. CURTIS & ROGERS DESIGN STUDIO INC | | 650294753 |

Team No.: 2

Prime Local Preference: Yes

Prime Name: AMBRO INC

FEIN No.: 650266641

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- | | | |
|-----------------------------|--|-----------|
| a. GIT CONSULTING LLC | | 651319891 |
| b. CHROME ENGINEERING, INC. | | 832073014 |
| c. GSLA DESIGN INC. | | 650410637 |

Team No.: 3

Prime Local Preference: Yes

Prime Name: CORDOVA RODRIGUEZ & ASSOCIATES INC

FEIN No.: 650982262

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- | | | |
|--------------------------------------|---------------------|-----------|
| a. RELIGHT LLC | | 352528342 |
| b. ALUCES CORPORATION | | 471310425 |
| c. R J BEHAR & COMPANY INC | | 650954070 |
| d. ME ENGINEERING CONSULTANTS INC | | 270515167 |
| e. CONEMCO ENGINEERING, INC | CONEMCO CONSULTANTS | 262216389 |
| f. CURTIS & ROGERS DESIGN STUDIO INC | | 650294753 |
| g. GARTH SOLUTIONS, INC. | | 020787274 |



**MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Engineering Design and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations)

Project No.: E23WS04

Measures: SBE-A/E Tier 1 – 100% Set Aside

No. of Agreements: 4

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Team No.: 4

Prime Local Preference: Yes

Prime Name: CONNECT ENGINEERING, LLC

FEIN No.: 842661688

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. RIVAS ENGINEERING LLC		844908928
b. R J BEHAR & COMPANY INC		650954070
c. GSLA DESIGN INC.		650410637
d. SRS ENGINEERING INC		650607552
e. HR ENGINEERING SERVICES INC		650849633

Team No.: 5

Prime Local Preference: Yes

Prime Name: A.M.I. Engineering, LLC

FEIN No.: 871210583

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. EGSC ENGINEERING CONSULTANTS INC		651043053
b. MIAMI ENVIRONMENTAL & CIVIL ENGINEERING, LLC		474656633
c. ASSURANCE CONSULTING ENGINEERS, LLC		851456743
d. Valderrama and Valderrama Engineering Inc	V2E GLOBAL	854185545
e. Green Dade, Inc.		872642433
f. FERNANDEZ-BERAUD INC		450538160

ATTACHMENT E

Memorandum



DATE: August 28, 2023
TO: Namita Uppal, Director
Strategic Procurement Department
FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project No. E23WS04
Engineering Design, and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations)

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise-Architectural and Engineering (SBE-A&E) Program. The contract measure established for this project is a Tier 1 SBE-A&E Set Aside measure.

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

FIRM:

STATUS:

- 1- A.M.I. Engineering, LLC. Compliant
2- Ambro, Inc. Compliant
3- CONNECT Engineering, LLC Compliant
4- Cordova Rodriguez & Associate, Inc. Compliant
5- PE Consulting Engineering, Inc. Compliant

SUMMARY:

A.M.I. Engineering, LLC. (#1), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, and Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 50.00%. A.M.I. Engineering, LLC. also committed to utilize the following certified SBE-A&E firms: Assurance Consulting Engineers, LLC, to perform MDC-TCC 11 (General Structural Engineering) at 1.00%; EGSC Engineering Consultants, Inc. to perform MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 45.00%; Fernandez-Beraud, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 1.00%; Green Dade, Inc. to perform MDC-TCC 13 (General Electrical Engineering) at 1.00%; Miami Environmental & Civil Engineering, LLC to perform MDC-TCC 10-05 (Contamination Assessment and Monitoring), and MDC-TCC 10-09 (Wellfield, Groundwater, and Surface Water Protection and Management) at 1.00%; and Valderrama & Valderrama Engineering, Inc. to perform MDC-TCC 12 (General Mechanical Engineering) at 1.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by A.M.I. Engineering, LLC. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

A.M.I. Engineering, LLC. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

Ambro, Inc. (#2), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, And Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), MDC-TCC 12 (General Mechanical Engineering), MDC-TCC 13 (General Electrical Engineering), and MDC-TCC 16 (General Civil Engineering) at 85.00%. Ambro, Inc. also committed to utilize the following certified SBE-A&E firms: Chrome Engineering, Inc. to perform MDC-TCC 11 (General Structural Engineering), and MDC-TCC 16: (General Civil Engineering) at 5.00%; Git Consulting LLC to perform MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 10-05 (Contamination Assessment and Monitoring), MDC-TCC 10-09 (Wellfield, Groundwater, And Surface Water Protection and Management), and MDC-TCC 16 (General Civil Engineering) at 7.00%; and GSLA Design, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 3.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by Ambro, Inc. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

Ambro, Inc. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

CONNECT Engineering, LLC. (#3), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, And Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), MDC-TCC 11 (General Structural Engineering), and MDC-TCC 16 (General Civil Engineering) at 70.00%. CONNECT Engineering, LLC. also committed to utilize the following certified SBE-A&E firms: GSLA Design, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 5.00%; HR Engineering Services, Inc. to perform MDC-TCC 09-01 (Drilling, Subsurface Investigations and Seismographic Services) and MDC-TCC 09-02 (Geotechnical and Materials Engineering Services) at 1.00%; R.J. Behar & Company, Inc. to perform MDC-TCC 10-05 (Contamination Assessment and Monitoring), MDC-TCC 10-09 (Wellfield, Groundwater, and Surface Water Protection and Management) at 8.00%; Rivas Engineering, LLC to perform MDC-TCC 12 (General Mechanical Engineering) and MDC-TCC 13 (General Electrical Engineering) at 15.00%; and SRS Engineering, Inc. to perform MDC-TCC 03-02B (Minor Highway Design), and MDC-TCC 03-09 (Signing, Pavement Marking, and Channelization) at 1.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by CONNECT Engineering, LLC. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

CONNECT Engineering, LLC. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

Cordova Rodriguez & Associates. (#4), a certified SBE-A&E firm committed to perform MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 56.00%. Cordova Rodriguez & Associates also committed to utilize the following certified SBE-A&E firms: Aluces Corporation to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, and Channelization), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 10-09 (Wellfield, Groundwater, and

Surface Water Protection and Management) at 2.00%; Conemco Engineering, Inc. to perform MDC-TCC 11 (General Structural Engineering) at 1.00%; Curtis & Rogers Design Studio, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 1.00%; ME Engineering Consultants, Inc. to perform MDC-TCC 12 (General Mechanical Engineering) and MDC-TCC 13 (General Electrical Engineering) at 1.00%.

R.J. Behar & Company, Inc. to perform MDC-TCC 10-05 (Contamination Assessment and Monitoring) at 1.00%; and Relight LLCB to perform MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 38.00%.

The Utilization Plan (UP) was submitted by Cordova Rodriguez & Associates. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

Cordova Rodriguez & Associates. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

PE Consulting Engineering, Inc. (#5), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, And Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 60.00%. PE Consulting Engineering, Inc. also committed to utilize the following certified SBE-A&E firms: A.D.A. Engineering, Inc. to perform MDC-TCC 12 (General Mechanical Engineering), and MDC-TCC 13 (General Electrical Engineering) at 15.00%; CHROME Engineering, Inc. to perform MDC-TCC 11 (General Structural Engineering) at 5.00%; Curtis & Rogers Design Studio, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 5.00%; and GIT Consulting LLC to perform MDC-TCC 10-05 (Contamination Assessment and Monitoring), and MDC-TCC 10-09 (Wellfield, Groundwater, And Surface Water Protection and Management) at 15.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by PE Consulting Engineering, Inc. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

PE Consulting Engineering, Inc. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

SBD has verified that none of the aforementioned firms is listed on the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation. Please be reminded that SBD's review is specific to the SBE-A&E Program. The Strategic Procurement 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 Wilden Sanchez, SBD Capital Improvement Project Specialist, at (305) 375-3151.

c: Laurie Johnson, SBD
Justin Espagnol, SPD

ATTACHMENT F

FIRST - TIER MEETING SEPTEMBER 27, 2023		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Victor Delgado (WASD)	Li Gurau (WASD)	Rolando Roque (WASD)	Eddy Etienne (Seaport)	Michele Markovits (ISD)					
1 PE CONSULTING ENGINEERING INC (LOCAL) MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD) ENGINEERING DESIGN AND RELATED SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE (WATER MAINS, FORCE MAINS, GRAVITY SEWERS, AND WATER AND SEWER PUMP STATIONS) TABULATION SHEET SPD PROJECT NO. E23WS04	NAME OF FIRM(S)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)		47	42	48	40	46	223			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)		18	16	18	15	16	83			
	3A - Past Performance of the Firms (Max. 20 points)		18	15	18	18	18	87			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)		2	3	3	1	1	10			
	5A - Ability of team members to interface with the County (Max 5 points)		5	4	3	5	3	20			
			90	80	90	79	84		423		
	Ordinal Scores		2	4	2	3	1				
	Dropped Ordinal Scores			4			1		7	2	2
	Dropped Qualitative Scores				90	79			254		
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 AMBRO INC (LOCAL) MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD) ENGINEERING DESIGN AND RELATED SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE (WATER MAINS, FORCE MAINS, GRAVITY SEWERS, AND WATER AND SEWER PUMP STATIONS) TABULATION SHEET SPD PROJECT NO. E23WS04	NAME OF FIRM(S)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)		44	35	47	40	38	204			
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)		17	14	17	14	16	78			
	3A - Past Performance of the Firms (Max. 20 points)		16	14	17	16	16	79			
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)		4	5	5	4	4	22			
	5A - Ability of team members to interface with the County (Max 5 points)		4	3	3	5	3	18			
			85	71	89	79	77		401		
	Ordinal Scores		5	5	3	5	4				
	Dropped Ordinal Scores			71	3	5			14	5	5
	Dropped Qualitative Scores				89						
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 SEPTEMBER 27, 2023		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Victor Delgado (WASD)	Li Gurau (WASD)	Rolando Roque (WASD)	Eddy Etienne (Seaport)	Michèle Markovits (ISD)					
MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD) ENGINEERING DESIGN AND RELATED SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE (WATER MAINS, FORCE MAINS, GRAVITY SEWERS, AND WATER AND SEWER PUMP STATIONS) TABULATION SHEET SPD PROJECT NO. E23WS04		46	40	45	45	40	216				
		18	17	18	18	15	86				
		14	16	17	15	14	76				
		5	5	5	5	5	25				
		5	4	3	4	5	21				
		88	82	88	87	79	424				
		4	3	4	1	3		10	3	3	
				4	1						
				88		79					
		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											

Ana M. DaSilva, A/E Coordinator

ATTACHMENT G

Memorandum



DATE: October 10, 2023

TO: Namita Uppal, Director
Strategic Procurement Department

FROM: Gary Hartfield, Division Director
Office of Small Business Development *GH*

SUBJECT: Compliance Review (REVISED)
Project No. E23WS04
Engineering Design, and Related Services for Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer Pump Stations)

The Office of Small Business Development (SBD) has completed its review of the subject project for compliance with the Small Business Enterprise-Architectural and Engineering (SBE-A&E) Program. The contract measure established for this project is a Tier 1 SBE-A&E Set Aside measure.

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

<u>FIRM:</u>	<u>STATUS:</u>
1- A.M.I. Engineering, LLC.	Compliant
2- Ambro, Inc.	Compliant
3- CONNECT Engineering, LLC	Compliant
4- Cordova Rodriguez & Associate, Inc.	Non-Compliant
5- PE Consulting Engineering, Inc.	Compliant

SUMMARY:

A.M.I. Engineering, LLC. (#1), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, and Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 50.00%. A.M.I. Engineering, LLC. also committed to utilize the following certified SBE-A&E firms: Assurance Consulting Engineers, LLC, to perform MDC-TCC 11 (General Structural Engineering) at 1.00%; EGSC Engineering Consultants, Inc. to perform MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 45.00%; Fernandez-Beraud, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 1.00%; Green Dade, Inc. to perform MDC-TCC 13 (General Electrical Engineering) at 1.00%; Miami Environmental & Civil Engineering, LLC to perform MDC-TCC 10-05 (Contamination Assessment and Monitoring), and MDC-TCC 10-09 (Wellfield, Groundwater, and Surface Water Protection and Management) at 1.00%; and Valderrama & Valderrama Engineering, Inc. to perform MDC-TCC 12 (General Mechanical Engineering) at 1.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by A.M.I. Engineering, LLC. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

A.M.I. Engineering, LLC. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

Ambro, Inc. (#2), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, And Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), MDC-TCC 12 (General Mechanical Engineering), MDC-TCC 13 (General Electrical Engineering), and MDC-TCC 16 (General Civil Engineering) at 85.00%. Ambro, Inc. also committed to utilize the following certified SBE-A&E firms: Chrome Engineering, Inc. to perform MDC-TCC 11 (General Structural Engineering), and MDC-TCC 16: (General Civil Engineering) at 5.00%; Git Consulting LLC to perform MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 10-05 (Contamination Assessment and Monitoring), MDC-TCC 10-09 (Wellfield, Groundwater, And Surface Water Protection and Management), and MDC-TCC 16 (General Civil Engineering) at 7.00%; and GSLA Design, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 3.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by Ambro, Inc. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

Ambro, Inc. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

CONNECT Engineering, LLC. (#3), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, And Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), MDC-TCC 11 (General Structural Engineering), and MDC-TCC 16 (General Civil Engineering) at 70.00%. CONNECT Engineering, LLC. also committed to utilize the following certified SBE-A&E firms: GSLA Design, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 5.00%; HR Engineering Services, Inc. to perform MDC-TCC 09-01 (Drilling, Subsurface Investigations and Seismographic Services) and MDC-TCC 09-02 (Geotechnical and Materials Engineering Services) at 1.00%; R.J. Behar & Company, Inc. to perform MDC-TCC 10-05 (Contamination Assessment and Monitoring), MDC-TCC 10-09 (Wellfield, Groundwater, and Surface Water Protection and Management) at 8.00%; Rivas Engineering, LLC to perform MDC-TCC 12 (General Mechanical Engineering) and MDC-TCC 13 (General Electrical Engineering) at 15.00%; and SRS Engineering, Inc. to perform MDC-TCC 03-02B (Minor Highway Design), and MDC-TCC 03-09 (Signing, Pavement Marking, and Channelization) at 1.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by CONNECT Engineering, LLC. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

CONNECT Engineering, LLC. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

Cordova Rodriguez & Associates. (#4), is a certified SBE-A&E Tier 2 firm and this contract is a Tier 1 SBE-A&E Set Aside. Cordova Rodriguez & Associates. has not satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is not in compliance with the SBE-A&E measure established for this contract.

PE Consulting Engineering, Inc. (#5), a certified SBE-A&E firm committed to perform MDC-TCC 03-02B (Minor Highway Design), MDC-TCC 03-09 (Signing, Pavement Marking, And Channelization), MDC-TCC 06-01 (Water Distribution and Sanitary Sewage Collection and Transmission), MDC-TCC 06-02 (Water and Sanitary Sewage Pumping Facilities), and MDC-TCC 16 (General Civil Engineering) at 60.00%. PE Consulting Engineering, Inc. also committed to utilize the following certified SBE-A&E firms: A.D.A. Engineering, Inc. to perform MDC-TCC 12 (General Mechanical Engineering), and MDC-TCC 13 (General Electrical Engineering) at 15.00%; CHROME Engineering, Inc. to perform MDC-TCC 11 (General Structural Engineering) at 5.00%; Curtis & Rogers Design Studio, Inc. to perform MDC-TCC 20 (Landscape Architecture) at 5.00%; and GIT Consulting LLC to perform MDC-TCC 10-05 (Contamination Assessment and Monitoring), and MDC-TCC 10-09 (Wellfield, Groundwater, And Surface Water Protection and Management) at 15.00%. Each SBE-A&E certified sub-consultants confirmed their participation via the BMWS in agreement with the measure.

The Utilization Plan (UP) was submitted by PE Consulting Engineering, Inc. and confirmed by each sub-consultant listed to achieve the Tier 1 SBE-A&E Set Aside measure.

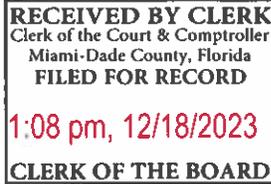
PE Consulting Engineering, Inc. has satisfied the contract's Tier 1 SBE-A&E Set Aside measure and is in compliance with the SBE-A&E measure established for this contract.

SBD has verified that none of the aforementioned firms is listed on the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation. Please be reminded that SBD's review is specific to the SBE-A&E Program. The Strategic Procurement 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 Wilden Sanchez, SBD Capital Improvement Project Specialist, at (305) 375-3151.

c: Laurie Johnson, SBD
Justin Espagnol, SPD

ATTACHMENT H



Memorandum



Date: November 29, 2023

To: Roy Coley, Director
Water and Sewer Department

Through: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department (SPD)

From: Justin Espagnol
Competitive Selection Committee Coordinator *JE*

Subject: Report Of Competitive Selection Committee
Miami-Dade Water and Sewer Department (WASD)
Project Title: Engineering Design and Related Services for Water and Wastewater
Infrastructure (Water Mains, Force Mains, Gravity Sewers, and Water and Sewer
Pump Stations)
SPD Project No. E23WS04

Digitally signed by
Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement
Officer,
email=uppaln@miamida
de.gov, c=US
Date: 2023.11.30 17:25:26
-05'00'

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

Scope of Services Summary: The scope includes the upgrade of existing water and sewer facilities and design of new water mains, gravity sewers, force mains, and pump stations and will require the design consultants to perform engineering design on all phases of the project. The scope may include, but not limited to, renewal and replacement projects; performing preliminary site investigations; coordinating with other utilities; preparing design reports; evaluation of existing equipment condition; capacity analysis, evaluation of useful life expectancy; design services for renovations; preparation of drawings; preparation of contract specifications, structural engineering; mechanical engineering; electrical engineering. The scope may also include, but not limited to, obtaining dry-run permits; obtaining final environmental and building permits; coordination with WASD forces; providing engineering technical support during construction; review of shop drawings; responding to information requests; review of claims and potential change orders; review of contract schedules and schedule of values, and review of as-built drawings.

Preferred Experience and Qualifications: Please refer to the attached Preferred Experience and Qualifications.

Contract Terms: The County intends to retain four (4) qualified consultants/teams of firms for four (4) separate Non-Exclusive Professional Services Agreements (PSA) with an effective term of five (5) years, with one (1) two-year option-to-renew.

Small Business Enterprise Measure: On May 18, 2023, the Office of Small Business Development Division established a Small Business Enterprise - Architectural and Engineering Tier 1 - 100% Set Aside Measure for this project.

Advertisement Date: June 28, 2023

Number of Proposals Received: Five (5) proposals were received by the submittal deadline of August 11, 2023.

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

Small Business Enterprise Compliance Review: All proposals were submitted for review on August 15, 2023 and were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated August 28, 2023.

Office of the Inspector General (OIG)/ Office of the Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

SPD submitted a request to COE on August 15, 2023. A response was received on August 15, 2023 advising that no reports or findings were located.

SPD submitted a request to OIG on August 15, 2023. A response was received on August 16, 2023 advising that no reports or findings were located.

Office of the Commission Auditor (OCA) Background Checks

Staff submitted Committee member's completed Neutrality Affidavits and Resumes to OCA on August 31, 2023. A response was received on September 8, 2023.

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

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

First Tier Results: The First Tier meeting was held on September 27, 2023. 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 proposals. 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. Please refer to the attached First Tier Tabulation Sheet.

The Competitive Selection Committee, elected by majority vote, to invite all five (5) evaluated proposers to advance to the Second Tier phase.

Revised Small Business Enterprise Compliance Review: SBD issued a corrected Compliance Review on October 10, 2023. The proposal submitted by Cordova Rodriguez & Associates, Inc., was found non-compliant with the Small Business Enterprise – Architectural and Engineering (SBE – A/E) Program. Consequently, Cordova Rodriguez & Associates was eliminated from further consideration for this project.

First Tier Reconvene: On October 16, 2023, a Reconvene First Tier meeting took place. The Competitive Selection Committee was informed that based on the revised Small Business Enterprise Compliance Review, only four teams remained in the procurement process. The

Competitive Selection Committee discussed their options to move forward. Based on this new information, the Competitive Selection Committee rescinded their previous motion to proceed to Second Tier and by a majority vote, decided to forego Second Tier proceedings and base their selection on the results of the First Tier ranking only.

Second Tier Results: The Competitive Selection Committee waived the Second Tier proceedings.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification dated August, 15, 2023; initial scoring within 30 days of Selection Committee Coordinator's completion of required reviews; and final scoring at any additional meetings required within 15 days of initial scoring meeting, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

Employee's Name	Employee's Department
Rolando Roque	Water and Sewer
Li Gurau	Water and Sewer

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

Justin Espagnol, A&E Consultant Selection Coordinator, SPD, will be the Negotiation Committee Coordinator.

Negotiation Committee:

Victor Delgado, Professional Engineer, Department of Water and Sewer
 Rolando Roque, Chief Planning and Modeling Division, Department of Water and Sewer
 Li Gurau, Senior Program Manager, Department of Water and Sewer

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 firms for the purpose of negotiating four (4) non-exclusive Professional Services Agreements for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

PE Consulting Engineering Inc
 Final Ranking – 1*
 Total Adjusted Ordinal Score – 7
 Total Adjusted Qualitative Points – 254

A.M.I. Engineering, LLC
 Final Ranking – 2*

Total Adjusted Ordinal Score – 10
Total Adjusted Qualitative Points – 257

Connect Engineering, LLC
Final Ranking – 3*
Total Adjusted Ordinal Score – 12
Total Adjusted Qualitative Points – 247

Ambro Inc
Final Ranking – 4*
Total Adjusted Ordinal Score – 14
Total Adjusted Qualitative Points – 241

*Ranking after highest ranked firm, Cordova Rodriguez & Associates, Inc. was eliminated.

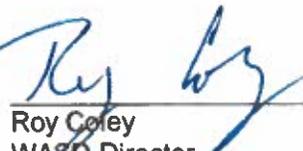
Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

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

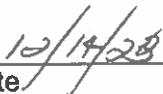
If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contracts to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If satisfactory agreements 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 contracts and report should be sent to the Strategic Procurement Department, Architectural and Engineering Unit.

Approved:



Roy Coley
WASD Director



Date

Negotiations Authorization
Engineering Design and Related Services for Water and Wastewater Infrastructure (Water Mains,
Force Mains, Gravity Sewers, and Water and Sewer Pump Stations)
SPD Project No. E23WS04
Page 5

Attachments:

1. Preferred Experience and Qualifications
 2. List of Respondents
 3. Compliance Review Memorandum dated August 28, 2023
 4. First Tier Tabulation Sheet
 5. Revised Compliance Review Memorandum dated October 10, 2023
- c: Competitive Selection Committee
Clerk of the Board of County Commissioners



MEMORANDUM
(Revised)

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

DATE: October 1, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(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 ____, majority plus one ____, 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) ____, 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(O)(1)
10-1-24

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NO. 23AMIEL01 BETWEEN MIAMI-DADE COUNTY AND A.M.I. ENGINEERING, LLC IN AN AMOUNT NOT TO EXCEED \$750,000.00 FOR PROJECT NO. E23WS04 FOR ENGINEERING DESIGN AND RELATED SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ANY PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of Non-Exclusive Professional Services Agreement No. 23AMIEL01 between Miami-Dade County and A.M.I. Engineering, LLC for Project No. E23WS04 for Engineering Design and Related Services for Water and Wastewater Infrastructure in an amount not to exceed \$750,000.00, in substantially the form attached hereto as Exhibit A and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein.

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 the resolution duly passed and adopted this 1st day of October, 2024. 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.

SED

Jose I. Ortega
Sarah E. Davis

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN AND RELATED SERVICES FOR WATER AND
WASTEWATER INFRASTRUCTURE
(WATER MAINS, FORCE MAINS, GRAVITY SEWERS,
AND WATER AND SEWER PUMP STATIONS)
SPD PROJECT NO. E23WS04 SET-ASIDE
AGREEMENT NO. 23AMIEL01**

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

And the Consultant:

Name:	A.M.I. Engineering, LLC
FEIN:	87-1210583
Address:	12850 N. Calusa Club Drive Miami, FL 33186
Name:	Francisco J. Alonso, P.E., President
Phone Number:	305-803-2569
E-mail Address:	falonso@amiengineer.com

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

The County and the Consultant agree as set forth herein:

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
 BETWEEN
 MIAMI-DADE COUNTY
 AND
 A.M.I. ENGINEERING, LLC**

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), and A.M.I. Engineering, LLC, a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County (the “Consultant”, and collectively with the County, the “Parties”).

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant to provide the Scope of Services described in Section 4 (the “Project”).

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

- A. Agreement or Contract means a written Agreement or Contract between the County and the Consultant, including the Appendices, Attachments and Exhibits attached hereto, all documents incorporated by reference, and all amendments and task authorization(s) to proceed issued by the County hereunder.
- B. Applicable Laws means all applicable federal, state and County laws, ordinances, resolutions, regulations, Administrative Orders, and Implementing Orders.
- C. Board means the Miami-Dade County Board of County Commissioners.
- D. Code and/or County Code means the Miami-Dade County Code of Ordinances.
- E. Consultant or Engineer means an Architectural & Engineering (A&E) firm, corporation, limited liability company, limited partnership or other business entity however incorporated who enters into this Agreement with the County to provide professional services for the Project.
- F. Days means calendar days.
- G. Department or WASD means the Miami-Dade Water and Sewer Department, and its successor agency, if any.
- H. Direct Salaries means monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the United States Internal Revenue Service Department and billed to the County hereunder on a Multiple of Direct Salaries basis when authorized pursuant to a Task Authorization to Proceed. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, inspectors, agents, project and document control personnel, administrative personnel, Information Technology personnel, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, work-related services, and other services pertinent to the Project.

- I. Director means the Director of the Miami-Dade Water and Sewer Department (or his/her designee).
- J. Effective Date means the date the Agreement/Contract is duly executed by all Parties and is legally binding and enforceable as set forth above.
- K. Force Majeure Event means an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, pandemics, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or another cause beyond the County or Consultant's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.
- L. Geographic Information System means the County's iMDC Utility Coordination GIS Viewer, which displays information about upcoming and ongoing utility projects, including specific project details such as project description, start and end dates, project status, and project manager contact information.
- M. Mayor means the Miami-Dade County Mayor who serves as the County's Chief Administrative Officer or the County Mayor's designee.
- N. Notice of Objection means a written notice of objection by the Party which shall set forth the grounds upon which the objection is based and state whether the Indemnitor objects to all or only a portion of the matter described in the Notice of Claim.
- O. Order of Preference means, in the event there is a conflict among the provisions of this Agreement, the order of preference will be as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's Notice to Professional Consultants (NTPC) No. E23WS04 and, any associated addenda issued; and 3) the Consultant's Proposal in response to the NTPC.
- P. Principal-in-Charge means a design professional who oversees the Consultant's services in connection with a specific project. The Principal-in-Charge will ensure that the Consultant performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the Project and ensuring that the Consultant performs the Work in accordance with the safety and organizational policies.
- Q. Project means the totality of the Work described in Section 4 of this Agreement.
- R. Project Manager means an individual designated by the Consultant to represent the Consultant during the completion of the Project.
- S. Small Business Enterprise (SBE) means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County

endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.

- T. Subconsultant means an Architectural & Engineering (A&E) firm which, as a team member, has input for certain aspects of a Project, and provides professional services under the direction of the Consultant.
- U. Task Authorization to Proceed (“Task”, “Task Authorization,” or “Work Order”) mean the written authorization to proceed with the Project, phase, or task, as issued by the Director.
- V. Work (“Services”) means all, tasks, materials and activities related to the Project as defined in Section 4.

Section 1 – County Obligations

The County agrees that the Department shall furnish to the Consultant any plans and other data available in the County’s files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the County and shall be provided to the Consultant without guarantee regarding its reliability and accuracy. The Consultant shall be responsible for independently verifying such information if it shall be used by the Consultant to accomplish the work undertaken under this Agreement.

Before the Director issues a Task Authorization to Proceed, the Consultant shall submit a proposal upon the Director’s request in a form similar to that shown in Attachment “A”. At a minimum, a proposal must include the total cost of the work to be performed thereunder, including a proposed methodology for payment, an estimate of probable construction costs, and a proposed Task Schedule. The Consultant must submit such a complete proposal within thirty (30) days of the Director’s request. No payment shall be made for the Consultant’s time or service in connection with the preparation of any such proposal. The Director shall confer with the Consultant before any Task Authorization to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered based on the terms of this Agreement. In case of emergency, the Director reserves the right to issue written interim authorization to the Consultant to proceed with such task with the understanding that formal and proper written confirmation shall follow immediately thereafter.

The Consultant acknowledges that Task Authorizations to Proceed under this Section shall only be issued by the Director or his/her designee.

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

Section 2 – Consultant Obligations and Status

- 1. Consultant Obligations:
In connection with the Project, the Consultant shall:

- A. Use the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
- B. Maintain an adequate staff of qualified personnel to perform the Services specified in the applicable Task Authorization.
- C. Comply with Applicable Laws.
- D. Cooperate fully with the County in the scheduling and coordination of all phases of the Project.
- E. Provide a written report on the status of the Work to the Director upon request.
- F. Confer with the County at any time during the term of the Agreement and implementation of projects for which the Consultant has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof.
- G. Prior to final approval of the Work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
- H. At the County's request, provide background checks on Consultant's staff working on sensitive WASD infrastructure information, especially staff working on Geographic Information System layers.
- I. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior approval from the Director.
- J. Prior to approval of a Task Authorization, submit a list of employees intended to be engaged in the Work under this Agreement, including their classification and labor rates, as reported to the Internal Revenue Service, with such labor rates made a part hereof as Attachment "B" to this Agreement. The Consultant shall ensure that all employees engaged in this Project submit the conflict of interest "Affidavit" attached hereto as Attachment "C" prior to the issuance of the first Task Authorization.

2. Consultant Status

- A. The Consultant is, and shall be, in the performance of all Work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County.
- B. The Consultant's employee(s) shall be considered to be at all times its employee(s) and not an employee(s) or agent(s) of the County or any of its

departments. The Consultant shall provide employee(s) competent and capable of performing the Work as required. The County may require the Consultant to remove any employee it deems unacceptable.

- C. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement or Task Authorization to Proceed issued. Each employee shall have and wear proper identification.

Section 3 – Consent Decree and Capital Improvement Ordinance

Notwithstanding any other provision of this Contract, the County Mayor or the County Mayor's designee may exercise the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Agreement is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Agreement shall be deemed terminated without further notice. In such an event, the Consultant shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Consultant is eligible for payment for any work done prior to failure of the ratification in accordance with Section 6 of this Agreement.

Section 4 – Professional Services

Upon receipt of a Task Authorization to Proceed from the Director, the Consultant agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written Task Authorization to Proceed. The scope of services consists of:

The Consultant will provide design, permitting, procurement, public engagement and related services of water and wastewater infrastructure, including water mains, force mains, gravity sewers, and water and sewer pump stations. The Consultant shall provide, among other things, basis of design reports, engineering evaluations, engineering design, permitting services, engineering specifications, public outreach, procurement services and engineering services during construction.

The Project may include any components of the entire collection and/or distribution system assets within WASD's water and wastewater service areas. This includes, but is not limited to, water mains, force mains, gravity sewer mains, water pump stations, sewer pump stations, trenchless pipelines, and pipeline rehabilitation technologies. It will also encompass ancillary engineering services including, but not limited to, coordination and evaluation of volume sewer and water customer service areas, roadway and pavement design, and maintenance of traffic. The Consultant will be able to develop construction documents, studies, and perform all engineering services required within the water distribution and wastewater collection system.

The scope is for upgrade of existing water and sewer facilities and design new water mains, gravity sewer mains, force mains, and pump stations and will require the design consultants to perform engineering design on all phases of the project. The scope may include, but not

be limited to, renewal and replacement projects; performing preliminary site investigations; coordinating with other utilities; preparing design reports; evaluation of existing equipment conditions; capacity analysis; evaluation of useful life expectancy; design services for renovations; preparation of drawings; preparation of contract specifications; structural engineering; mechanical engineering; and electrical engineering. The scope may also include, but is not limited to, obtaining dry-run permits; obtaining final environmental and building permits; coordinating with WASD forces; providing engineering technical support during construction; reviewing shop drawings; responding to information requests; reviewing claims and potential change orders; reviewing contract schedules and schedule of values; and reviewing as-built drawings.

The following rotational methodology will be used by WASD when assigning work to the consultants, including the Consultant, under Project No. E23WS04. These factors will be evaluated by the staff and presented to the Director or the Director's designee for their approval.

- Workload
- Capabilities of the team
- Location of the project
- Schedule
- Familiarity with the location and infrastructure
- Conflict of Interest mitigation

No minimum amount of work or compensation is promised to the retained Consultant(s). The County reserves the right to re-use the work products of the retained Consultant(s) and to retain other consultants to provide the same or similar services at its sole discretion.

Section 5 – Task Authorization to Proceed

The services to be rendered by the Consultant for each section of the Work shall commence upon receipt of a written Task Authorization to Proceed from the Director and shall be completed within the time stated in such Task Authorization. The Work completed under a Task Authorization pursuant to this Agreement shall become the property of the County. The County 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 Authorization to Proceed issued by the Director shall cover in detail the scope, time for completion, and compensation for the engineering services requested in connection with each unit or section of Work.

Section 6 – Maximum Compensation

The total of all payments to the Consultant pursuant to this Agreement and inclusive of reimbursable expenses shall not exceed seven hundred and fifty thousand dollars (\$750,000.00). No minimum amount of compensation is guaranteed to the Consultant. Maximum Compensation may not be increased for the entire duration of the Agreement without approval by the County Mayor or County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board.

If, after the date of this Agreement, there are any change in applicable law that increases the services to be provided, or costs or expenses incurred by the Consultant in performing the services on this Agreement, then the Consultant's compensation otherwise

payable under this Agreement may be increased or decreased accordingly by mutual agreement between the Parties; however, no increase in compensation hereunder shall be effective unless authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board.

Contingency Allowance Account: **NOT APPLICABLE – This Agreement does not include a contingency allowance account.**

Section 7 – Compensation for Services

The County shall pay the Consultant a fee representing full compensation for the performance of the services described in the Task Authorization, up to the maximum compensation allowed under Section 6, above. The Consultant shall submit monthly invoices for all Work in progress using a format and procedure provided by WASD and in accordance with the County's Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The County shall not pay invoices that are not properly submitted within that period. If, after making payment on an invoice, the County determines that the Consultant received an incorrect payment, in addition to any other legal or equitable remedies, the County shall withhold the amount of the incorrect payment from a future invoice. Fees are negotiated prior to approval of a Task Authorization and will be computed in accordance with one or a combination of the methods outlined in subsections A, B and C below:

- A. Fee for Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate (Also referred to as Time and Materials):
1. The fee for professional services rendered by the Consultant's employees shall be computed based on Direct Salaries, 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 2.90 for Office Employees personnel shall mean personnel that are in the home offices of the Consultant and or Subconsultant(s), 2.40 for the Consultant's employees working in County offices and 2.20 for employees performing work in the field for a period of more than 30 consecutive days.

Invoicing by the Consultant for employees not specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director or the Director's Designee shall approve such invoicing only if it is necessary to address unique project needs. No multipliers shall be added to these Consultant employees.

This fee shall constitute full compensation to the Consultant for costs incurred in the performance of the Work, such as salaries of all employees, including overhead, fringe benefits, operating margin, profit, and all other costs not covered by reimbursable expenses. In no case shall the maximum rate of compensation,

including multipliers of direct salary, exceed two hundred and sixty-one dollars (\$261.00) per hour for the Consultant and Subconsultant(s).

<u>Title</u>	<u>Raw Rates Cap</u>
Senior Technical Expert	\$90.00
Project Manager	\$80.00
Registered Professional Engineer/Architect	\$75.00
Non-Registered Technical Staff	\$60.00
Support Staff/Field Staff	\$45.00
Administrative Staff (Direct support to the project)	\$30.00

The County has the right to verify the rates and multipliers used in this Agreement through an audit. No escalation will be permitted. Compensation to the Consultant shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the Consultant in this Section. Invoicing by the Consultant for services more than these limitations shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only if it is necessary to address unique Project needs.

2. For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime Work considered necessary and previously authorized in advance by the Director in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. Overtime is defined as Work more than forty (40) hours per week.
3. Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the Consultant and the Consultant's Subconsultant(s) and made a part hereof as Attachment "B" and shall be consistent with prevailing local wage rates paid for similar Work to similar employee classifications and subject to approval by the Director prior to starting Work.
4. The Consultant, on its behalf or on behalf of its Subconsultant(s), shall not invoice the County for charges for office, rent or overhead expenses of any kind including, but not limited to: insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, and customary computer software/hardware. Nor shall the Consultant invoice for employee time not directly related to the Work or travel and subsistence not directly related to the Work. The multiplier factor set forth in Section 7.A.1. above shall cover all such costs pertinent to the Work.
5. All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a written Task Authorization to Proceed. The Consultant shall not submit invoices, which include

charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultant(s).

6. The Consultant shall promptly make all payments to such Subconsultant(s) following receipt by the Consultant of corresponding payment from the County. Prior to any payments to Subconsultant(s), the Consultant shall, if requested by the Director, furnish to the County a copy of the agreement(s) providing for such payments. Compensation to Subconsultants shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the Consultant above. Invoicing by the Consultant for Subconsultant services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only if it is necessary to address unique Project needs.
 7. Not To Exceed: Under this compensation, the Consultant shall be compensated for the actual time of personnel engaged directly in performing services under this Agreement. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the Task Authorization to Proceed. The compensation method shall be in accordance with the compensation schedule as shown above.
- B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of WASD, a lump sum amount mutually agreed upon by the Director and the Consultant. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written Task Authorization. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted for and paid based on original receipts and actual costs. Additionally, the Consultant and the Consultant's Subconsultants are required to maintain project records that identify the employees that performed the work and the hours worked, in the event of an audit.
- C. Reimbursable Expenses: The Consultant will be compensated for expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director in writing. Reimbursable expenses should be listed and approved in the Task Authorization prior to the Director or Director's designee's approval of the fee. The cost of doing day-to-day business shall not be considered a reimbursable expense under this section. Reimbursable expenses may include:
1. Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment, software licenses and instruments necessary for the efficient performance of the Work, provided that such equipment and instruments become the property of the County upon Project completion.

2. Expenses for travel (except commuting). The Consultant shall claim no more in expenses for travel, transportation, and subsistence than would be allowed by an "authorized person" pursuant to the terms of Section 112.061, Florida Statutes, and the County's Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this Section, the principal place of business shall be considered the Consultant employee's local office. 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 WASD, and the Consultant shall timely submit said records with their invoices.
3. Reimbursable expenses of the Consultant and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid.
4. The Consultant shall submit original receipts of all reimbursable expenses for Task Authorizations to Proceed issued on a time and material basis and lump sum.
5. Items not listed shall be reviewed on a case-by-case basis and shall require written approval in advance by the Director.

Compensation for Other Services (if applicable): If surveying and testing services are required during the Project and such work is authorized in writing by the Director, the Consultant shall be compensated for performance of said work on an hourly basis, and the rates shall not exceed the negotiated rates under the latest Board approved Miami-Dade County Transportation and Public Works Department contract(s) and schedule of payment "Appendix A" attached to the respective contract(s).

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

County Discretion to Negotiate: Notwithstanding and prevailing over any other provision of this Agreement, the County may, in its sole discretion, through the Director, negotiate fees and rates with the Consultant, that are mutually acceptable to the County and the Consultant, and that are less than those set forth herein for particular projects, including but not limited

to, a lower multiplier and hourly rates. The results of any negotiations cannot exceed the caps set forth in this agreement.

Section 8 – Method of Payment

The County shall make monthly or partial payments to the Consultant for properly and completely submitted invoices, in accordance with Prompt Payment Ordinance No. 94-40, as currently in effect or as amended in the future, for all authorized Work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant shall submit original invoices that do not contain charges that are more than one hundred twenty (120) days old. If disallowed charges are found, the County may return the entire invoice to the Consultant for correction and resubmittal. The Consultant shall provide all records necessary to substantiate payment requests to the County. Payments shall be made in accordance with the following methods:

A. Fee for Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate (also referred to as Time and Materials):

1. The Consultant shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular Task Authorization to Proceed that authorized the services and shall include a status report describing the Work completed to date.
2. The Consultant is responsible for reporting all payments made to each subconsultant participating on a County project, and payments received must be confirmed by the subconsultants via Miami-Dade County's Business Management Workforce System (BMWS) at <https://mdcsbd.gob2g.com>.
3. The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed upon invoicing period to date in connection with the authorized Work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 7 of this Agreement.
4. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee:

1. The Consultant shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular Task Authorization to Proceed that authorized the services and shall include a status report describing Work completed up to the date of the invoice (including the percentage of work completed on the job for the time referenced in the invoice).
2. The Consultant shall report all payments made to each Subconsultant participating on a County project, and payments received must be confirmed by the Subconsultants via Miami-Dade County's Business Management Workforce System (BMWS) at <https://mdcsbd.gob2g.com>.

3. The amount due on the invoice shall be calculated by applying the percentage of the total Work completed to date to the authorized lump sum and subtracting any previous payments, credits or adjustments.
4. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

Section 9 – Subconsultants

The Consultant shall utilize the following firms as Subconsultants:

<u>Firm</u>	<u>FEIN Number:</u>
Assurance Consulting Engineers, LLC	85-1456743
EGSC Engineering Consultants, Inc.	65-1043053
Fernandez-Beraud Inc.	45-0538160
Green Dade, Inc.	87-2642433
Miami Environmental & Civil Engineering, LLC	47-4656633
Valderrama & Valderrama Engineering, Inc.	85-4185545

The Consultant shall not sub-consult, assign or transfer to others Work performed under this Agreement without thirty (30) days written notice to the Director. The request must be approved by the Director after which the Department of Small Business Development must approve the additional SBE Subconsultant(s). In addition, the Consultant shall not allow the Subconsultant to utilize, assign or transfer Work to others for Work performed under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing by the Director, 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 Subconsultants.

- A. In addition, and as applicable, the Consultant agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Small Business Enterprise (SBE) Architectural and Engineering program. The County has established a participation SBE A/E goal of one hundred percent (100%) Tier 1 Set-Aside measure under this Agreement.
- B. Subconsultants – Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Prime Consultant must report to the County the race, gender, and ethnic origin of the owners and employees of its first-tier subcontractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Consultant shall not change or substitute first tier subcontractors/subconsultants or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a Contract, the Consultant shall identify subcontractors/subconsultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/subconsultant via BMWS. The Consultant shall be responsible for

reporting all payments to subconsultants, and subconsultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Prime Consultant intends to pay less than the subcontract amount, the Prime Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.

Section 10 - Prompt Payment

The Consultant shall comply with Section 2-8.1.4 of the Code of Miami-Dade County that requires the Consultant to issue prompt payment to all small business contractors and to have dispute resolution procedures in place if payments to small businesses are disputed. 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. The Consultant shall provide the County with a copy of its dispute resolution process within fourteen (14) days of the Contract Effective Date.

Section 11 – Accounts Receivable Adjustments

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

Section 12 – Agreement Duration

Unless earlier terminated, this Agreement shall remain in full force and effect for five (5) years after the Effective Date or as of the date the maximum compensation set forth above has been expended, whichever is sooner. The Agreement has an option to extend, at the discretion of the County Mayor or County Mayor’s designee, for one (1) two (2) year option-to-renew, provided that the maximum compensation set forth in Section 6 is not reached by the completion of the initial term. Actual completion of the Services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to, indemnification and insurance. The performance of specifically and properly authorized services that may extend beyond this Agreement’s term shall be compensated in accordance with Section 7 herein.

Section 13 – Change of Principal In Charge or Project Manager

Francisco J. Alonso, P.E., shall be the Principal-In-Charge and Project Manager, respectively. If the County or the Consultant requests a change of the Principal-In-Charge or Project Manager, the party initiating said change shall make every effort to submit the request in writing within two (2) weeks of such proposed change. The Director reserves the right to approve the replacement of the Principal In Charge or Project Manager.

Section 14 – 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.

Section 15 – Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the County and their respective successors, assigns and legal representatives.

Section 16– No Third-Party Rights

This Agreement is exclusively for the benefit of the County and Consultant and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

Section 17 – Non-Exclusivity

Notwithstanding any provision of this Agreement, this Agreement is nonexclusive, and the County is not precluded from retaining or utilizing any other consultant to perform like services for WASD. The Consultant shall have no claim against the County as a result of the County electing to retain or utilize such other Consultant to perform any such like services.

Section 18 – 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.

Section 19 – Severability

If any clause, provision, subsection or Section of this Agreement is ruled invalid by any court of competent jurisdiction, the remaining provisions hereof and this Agreement shall be construed and enforced as if such invalid portion did not exist.

Section 20 – Drafting Responsibility

Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement, as a whole, or any portion hereof, based on drafting responsibility.

Section 21 – Performance Evaluations

In accordance with Administrative Order 3-39 entitled “Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change order and reporting”, the Consultant is advised that performance evaluations of the services rendered under this Agreement shall be performed by WASD at least once during completion of each Task Authorization.

Section 22 – 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 except as provided herein. The Consultant shall not be entitled to an increase in the sum, payment or compensation of any kind from the County for 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 the time as the sole

and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

Section 23 – Non-Performance

Should the Consultant fail to perform its services within the time agreed to by the County and the Consultant or provide poor quality services, and such failure causes a delay in the progress of the scope of work as defined in each specific Task Authorization, the Consultant shall be liable for all damages to the County resulting from such delay.

In the event a project delay or deficiency occurs as the result of the Consultant's lack of performance, the County shall notify the Consultant through a formal "Notice of Deficiency" letter, specifying the basis for such deficiency, and advising the Consultant that such deficiency must be cured immediately, or the County may terminate the Agreement pursuant to Section 26 below. The Consultant shall have ten (10) days to provide a response with a detailed plan to cure and rectify said deficiency, to the County's reasonable satisfaction as confirmed through the County's written approval. If the Consultant fails to respond or comply with the plan for correction of deficiencies within the allotted time, the County may, at its sole discretion, start the Agreement Termination process in Section 26 below.

Section 24 – Errors and Omissions

For construction work resulting from the Consultant's design herein, the County shall maintain a record of all construction changes categorized according to the various types, causes, etc. that the County may determine are useful or necessary for its purposes. Among those categories are construction changes allegedly caused by design errors or omissions in the bid documents that are prepared by the Consultant under this Agreement. The Parties shall jointly review such records of the County to determine whether such changes were caused by negligent design errors or omissions of the Consultant and, if so, the extent of Consultant's responsibility for any costs associated with the same in accordance with this Agreement. For the purposes of this provision, errors and omissions shall be dealt with differently, as follows:

- A. Errors: It is specifically agreed that any construction changes identified by the County as an error in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without said error. The Consultant agrees to be responsible for all costs and damages to the County to the extent such damages were caused by the Consultant's breach of the standards of care provided in Section 2 of this Agreement or breach of any other duty or requirement specifically set forth or incorporated in this Agreement, or any attachment, exhibit or addendum hereto, or in applicable laws.
- B. Omissions: It is further specifically agreed for purposes of this Agreement that any construction changes identified by the County as an omission in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without said omission. The Consultant agrees to be responsible for all costs and damages to the County to the extent such damages were caused by the Consultant's breach of the standards of care provided in Section 2 of this Agreement or breach of any other duty or requirement specifically set forth or

incorporated in this Agreement, or in any attachment, exhibit or addendum hereto, or in applicable laws.

Upon review of the records of errors and omissions noted above, in the event that it is determined that the Consultant is responsible for any damages to the County, the Consultant may participate in all negotiations with the contractor related to this Section. Such Consultant participation shall be at no additional cost to the County. Failure by the Consultant to participate in the negotiations with the contractor shall constitute a waiver of Consultant's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in Paragraphs A and B above, the County shall deduct from funds due to the Consultant in this or any other contract the Consultant may or will have with the County. In executing this Agreement, the Consultant specifically agrees to the reasonableness of these damage calculations and to the County's rights to recover same as stated above, provided, however, the Parties agree that in no event shall the Consultant be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the County, unless such purported betterment is needed to meet a performance standard or other Project or contract requirement that Consultant's prior plans and/or specifications did not fully meet or satisfy. The recovery of additional costs to the County under this Section shall not preclude or limit in any way the Consultant's indemnification obligations to the County pursuant to Section 42 of this Agreement or preclude or limit in any way recovery for other separate and/or additional damages that the County may otherwise incur.

Section 25 – Termination of Agreement: For Convenience

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days' prior written notification in writing from the Director or by declining to issue Task Authorizations; in which event the County's sole obligation to the Consultant shall be payment, in accordance with Section 7 – Compensation for Services, for those units or sections of Work previously authorized. Such payment shall be determined based on the hours or percentage of Work performed by the Consultant found acceptable to the County, up to the receipt of the Notice 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.

Section 26 – Termination of Agreement: Default

The Agreement may be terminated, in whole or in part, by the County for failure of the Consultant to materially comply with any provisions of this Agreement. If the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation, any one or more of the following acts: (i) Consultant has not cured the deficiency in accordance with the cure plan submitted after receipt of the Notice of Deficiency, or (ii) failed to supply adequate professional personnel or resources, or (iii) has failed to obtain County approval when required or (iv) has been dissolved by state law or otherwise ceased to do business, or (v) the County determines that the Consultant or the

Consultant's Subconsultants have failed to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility", the Director may declare the Consultant in default following thirty (30) days' prior written notification, unless Consultant commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County in its sole discretion. In such an 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 such professional services not completed, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. The Consultant shall not be compensated for professional services which have been performed but have not been completed by the time the Director declares a default.

Section 27 – Rights of Decision

The Parties desire to resolve all disputes informally in an amicable manner without litigation. Therefore, all services shall be performed by the Consultant to the satisfaction of the Director who shall make an initial decision on all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive, and binding upon the Parties, unless a party provides written Notice of Objection within ninety (90) days of a written decision by the Director. The Parties will follow the Notice of Objection with a senior management meeting between the Director or other designee of the County and an executive representative of no less than Senior Vice President of the Consultant. If the dispute is not resolved within sixty (60) days of the Notice of Objection, either party may seek resolution of the dispute in a Court of competent jurisdiction. The Consultant shall continue to perform under the Agreement and follow the Director's direction during the time a dispute is being resolved. In the event there is litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorneys' fees.

Section 28 – Force Majeure

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable, in whole or in part, by a Force Majeure Event to carry out such obligations, but the obligation of the Party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said Force Majeure Event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

The right of any party hereto to excuse its failure to perform because of a Force Majeure Event is conditioned on such party giving the other party or parties written notice of its assertion that a force majeure delay has begun within fourteen (14) calendar days of the beginning of such Force Majeure Event. Failure to make such written request within the specified time shall waive the Consultant's ability to bring any claim or civil action against the County for either compensable or non-compensable time extension relating to the Force Majeure Event.

Section 29 – 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 exclusively be in Miami-Dade County, Florida.

Section 30 – E-Verify

By entering into this Agreement, the Consultant shall comply with the provisions of Section 448.095, Florida Statutes, titled “Verification of Employment Eligibility”. This includes but is not limited to, using the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all newly hired employees by the Consultant effective January 1, 2021 and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subconsultant knowingly violates the Statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Consultant may be liable for any additional costs incurred by the County resulting from the termination of the Contract pursuant to Section 26 of the Contract. If this Contract is terminated for a violation of the Statute by the Consultant, the Consultant may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

Section 31 – Applicable Laws

The Consultant shall, during the term of this Agreement, be governed by federal, State of Florida and county laws, regulatory orders, county codes and resolutions, and WASD operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project.

This section provides a listing of applicable laws, orders, codes, resolutions, or procedures; it is the responsibility of the Consultant to adhere to applicable laws listed below and any other not listed that may apply.

1. Ordinance No. 72-82- Conflict of Interest, as amended;
2. Ordinance No. 77-13- Financial Disclosures, as amended, which is 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 Ordinance No. 77-13 by filing, within thirty (30) days of the Effective Date of this Agreement, one of the following with the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152:
 - a. A source of income statement;
 - b. A current certified financial statement; or
 - c. A copy of the Consultant’s Current Federal Income Tax Returns.
3. Office of the Inspector General, pursuant to Section 2-1076 of the County Code;

4. Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;
5. Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
6. Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
7. Administrative Order 3-39- Architectural and Engineering Selection Process;
8. Resolution No. 744-00- Engage of Critical Personnel in Contracts for Architectural and Engineering;
9. Ordinance No. 94-34- Criminal Record;
10. Resolution No. 113-94- Quarterly Reports (Private Sector Work);
11. Resolution No. 516-96 and Administrative Order No. 3-20- Independent Private Sector Inspector General (IPSIG); and
12. Resolution R-63-14 – Contractor Due Diligence Affidavit, Attachment “E”.
13. Ordinance No. 99-152 False Claims
14. Fair Subcontracting Policies Certification, Section 2-8.8 of the County Code, Attachment “F”; and
15. Non-Collusion Affidavit, Section 2-8.1.1 and 10-33.1 of the County Code, Attachment “G”.

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

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

The Consultant confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>.

Additionally, the County has implemented programs relating to Resilience, Special Considerations and Equity, Inclusion and Worker Protection, which are listed below and are applicable to this Agreement.

Resilience: As applicable and as consistent with State law, when performing services under this Contract, the Consultant shall comply with the following:

- A. Sustainable Buildings Program, Envision and/or LEED Certified construction requirements, including “prescriptive” measures like cool roofs, electric vehicle charging, solar evaluation, and energy star certified products – Chapter 9, Article III, Sustainable Buildings Program; Ordinance 07-65; Ordinance 22-107; Section 9-71 through 9-75 of the County Code; IO No. 8-8; Ordinance No. 19-17; Sections 33-122.5 and 30-16 of the County Code; and Resolution Nos. R-1101-15, R-1103-10, R-54-18, R-228-09, R-918-12, R-795-12I
- B. Sea Level Rise – Resolution No. R-451-14 and Ordinance No. 14-79, codified in Section 2-1 of the County Code as Board of County Commissioners Rule 5.09- Statement of consideration of sea level rise
- C. Tree Canopy Enhancement – Comprehensive Development Master Plan (CDMP) Goal of reaching a 30% tree canopy – CDMP CON-8M
- D. Cool Pavements – CDMP LU-10I
- E. Water Submeters Required for New Multifamily Residential Developments – Section 8-31 County Code / Section 8A-381I County Code and Ordinance No. 08-14
- F. Life Cycle Cost Analysis – Administrative Order 11-3
- G. Testing of Energy Saving Products – Administrative Order No. 11-2
- H. Green Procurement Preference Program – Resolution No. R-1053-09 and Buy Green Purchasing Guide
- I. Ban on polystyrene products at County Parks – Ordinance No. 16-58
- J. Green Business Certification Program – Implementing Order No. 3-55
- K. Plan to Reduce Consumption of Gasoline – Resolution No. R-969-03
- L. Integrated Pest Management Services – Resolution No. R-221-17
- M. Policy Favoring Waste Reduction – Resolution No. R-374-03
- N. Plastic 305 Program – Resolution No. R-1179-21
- O. Solar Hot Water and Solar Photovoltaic Feasibility Evaluation – Resolution No. R-303-17;
- P. Use of Herbicides by the County - Resolution No. R-621-19.

Special Consideration: As applicable and as consistent with the State law, when performing services under this Contract, the Consultant shall comply with the following:

- A. Buy American Iron and Steel Products Procurement Program – Section 2-8.2.6.1 of the County Code

B. Cybersecurity and Information Technology Procurement and Protection Program – Section 2-8.2.6.2 of the County Code

Equity, Inclusion, and Worker Protection: As applicable and as consistent with State law, when performing services under this Contract, the Consultant shall comply with the following:

- A. Small Business Enterprise Architecture & Engineering Program- Section 2-10.4.01 of the County Code and Implementing Order No. 3-32
- B. Small Business Enterprise Goods Program – Section 2-8.1.1.1.2 of the County Code and Implementing Order No. 3-41
- C. Small Business Enterprise Services Program – Section 2-8.1.1.1.1 of the County Code and Implementing Order No. 3-41
- D. First Source Hiring Referral Program – Section 2-2113 of the County Code and Implementing Order No. 3-58
- E. Americans with Disabilities Act (ADA) – 42 U.S.C. §12101, et. seq. and Administrative Order No. 10-10
- F. Paid Sick Leave Requirement for County Service Contracts- Section 2-8.11 of the County Code and Implementing Order No. 3-66
- G. Disclosure of Discrimination Lawsuits – Resolution No. R-828-19
- H. Joint Venture Participation and Mentor Protégé Program – Implementing Order No. 3-41

Section 32 – Ownership of Documents

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

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

Section 33 – Proprietary Information

Notwithstanding any other provisions of this Agreement or any provisions in a particular Task Authorization to Proceed, proprietary computer programs or software, developed by the

Consultant outside of this Agreement, shall remain the exclusive property of the Consultant and shall not be disclosed to third parties, unless otherwise required by law. The Consultant shall provide the necessary licensing agreements to enable the County to use proprietary property, including but not limited to, computer programs or software.

Section 34 – Public Records and Contracts for Services Performed on behalf of a Public Agency

The Consultant shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost permitted by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Consultant upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Agreement and shall be enforced in accordance with the terms of the Agreement.

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at (305) 375-5773; lsd-vss@miamidade.gov; 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128.

Section 35 – Press Release or Other Public Communication

Under no circumstances shall the Consultant:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, without the express prior written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
- B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person, whether governmental or private, in connection with the services to be performed hereunder except upon prior written approval of the County.
- C. Except as may be required by law, the Consultant and its employees, agents, subcontractors, Subconsultants, and suppliers will not represent, directly or indirectly,

that any product or service provided by the Consultant, or such parties has been approved or endorsed by the County.

Section 36 – Notices

Any notices, reports or other written communications (electronic mail) from the Consultant shall be considered delivered when delivered by certified mail or delivered in person to the Director. Any notices, reports or other written communications (electronic mail) 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 the Consultant or the Consultant's authorized representative.

FOR MIAMI-DADE COUNTY:

Attention: WASD, Director
3071 SW 38 Avenue, 5 Floor
Miami, Florida 33146
Phone: 786-552-8200
Email: Roy.Coley@miamidade.gov

FOR CONSULTANT:

Attention: Francisco J. Alonso, P.E., President
Phone: 305-803-2569
Email: falonso@amiengineer.com

Section 37 – Audit Rights

Until the expiration of five (5) years after final payment is received under this Agreement, the County shall have access to and the right to examine and reproduce any of the Consultant's or its Subconsultant's documents, books, papers, and records related to this Agreement at any reasonable time and during normal business hours. The Consultant shall 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.

Section 38 – Equal Opportunity

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking or for any social, political or ideological reason. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. Such actions shall include but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this Agreement, the Consultant shall 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.

Section 39 – Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, Miami-Dade 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 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.

Section 40 – Solicitation

The Consultant warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The 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 Subconsultants, 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.

Section 41 – Warranty

The Consultant warrants that the services furnished by the Consultant under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida.

Section 42 – Indemnification and Hold Harmless

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

To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The Consultant shall pay liabilities and losses in connection therewith and shall pay all costs, judgments and attorneys' fees for such claims that are finally determined to have been caused by the Consultant's negligence, recklessness or intentionally wrongful conduct of the Consultant or its employees or agents. 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 and hold harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the Consultant in which the County participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the County in no way assumes or shares any responsibility or liability of the Consultant or Subconsultants under this Agreement.

This Section shall survive expiration or termination of this Agreement.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL EMPLOYED BY THE CONSULTANT OR AN AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF ITS CONTRACT FOR PROFESSIONAL SERVICES IF ALL CONDITIONS OF SECTION 558.0035 ARE MET.

Section 43 – Insurance

The Consultant shall not commence any Work pursuant to this Agreement until all insurance required under this Section has been obtained and approved by the County's Risk Management Division of the Internal Services Department.

The Consultant shall furnish the certificates of insurance to WASD'S Chief, Intergovernmental Affairs & A/E Contracts Division, Suite 152, 3071 S.W. 38th Avenue, Miami, Florida 33146 within thirty (30) days of a Task Authorization to Proceed. The

certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with Section 43.

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 each occurrence, \$1,000,000 in the aggregate, covering claims arising out of the rendering or failure to render professional services or provisions of products.

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.

**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 Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

Section 44 – Public Entity Crimes

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Section 45 – Office of the County Inspector General

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

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, agreements and transactions. In addition, IG has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The IG shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, bid specifications, proposal submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

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

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:

- A. If this Agreement is completely or partially terminated, the Consultant shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and
- B. 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, employees, subconsultants and suppliers. 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.

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.

Exception: The above application of one-quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board of County Commissioners (BCC); (j) professional service agreements under one thousand dollars (\$1,000); (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the BCC may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

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

Section 46 – Independent Private Sector Inspector General

Under Administrative Order 3-20 and Resolution No. R-516-96, the County may retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this Agreement. The scope of services performed by an IPSIG may include but is not limited to: monitoring and investigating compliance with Contract Specifications, project cost, and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals,

and activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to the Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Agreement, including but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge 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.

Section 47 – Commission on Ethics and Public Trust

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

Section 48 – Organizational Conflict of Interest

- A. An organizational conflict of interest per Section 2-11.1 of the Miami-Dade County Code is a situation in which an Consultant or its employee: (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter (such as in drafting specifications or assessing another Consultant or contractor's proposal or performance) and the Consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing Work under the Agreement, the Consultant may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on a County contract that put the Consultant in a position to influence the result of the solicitation.

- B. Certification of no organizational conflict of interest: The Consultant's: (a) execution of this Contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the Consultant's certification to the County that the Consultant does not have knowledge of any organizational conflicts of interest that exist in performing the work under the Agreement. False certifications may be considered a material breach of the Agreement and the Consultant may be liable to the County for a false claim under the County's False Claims Ordinance.

- C. Identification of organizational conflict of interest: The Consultant shall disclose to the County any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing and addressed to the Director. The disclosure shall identify the organizational conflict of interest with sufficient

detail for the County's analysis and shall propose a method to address the same. Such disclosure shall simultaneously be reported to the Office of the Inspector General (OIG) and to the Commission on Ethics and Public Trust (COE). The Consultant's failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, shall constitute a material breach of the Agreement.

- D. Addressing organizational conflicts of interest: The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director, with the assistance of such other persons as he deems appropriate, shall make the final decision as to how to address an organizational conflict of interest. The County shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the County must substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted Consultant perform the Contract.
- E. Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director in his or her sole discretion and include, but are not limited to: (a) requiring the Consultant and/or its Subconsultants to implement structural barriers (firewalls) and internal corporate controls, (b) limiting Subconsultants' or personnel's involvement in a work assignment, (c) employing specific hourly limits on defined tasks, (d) limiting or prohibiting certain pass through fees and markups, (e) executing a mitigation plan which will define specific Consultant and Subconsultant duties to mitigate organizational conflicts of interest, (f) requiring Subconsultants who are conflict free to perform identified areas of work, (g) requiring the Consultant or its Subconsultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures, and/or (h) relying on more than one source or on objective or verifiable data or information.
- F. Documentation and evaluation: The Director will set forth in the Agreement file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and COE.
- G. Organizational conflicts of interest which are not remedied: If in the Director's sole discretion, there is no measure or combination of measures which protect the County against the organizational conflict of interest, then the Consultant may not perform the subject work. The County may in its discretion, terminate for convenience the

Agreement, or portion of the Agreement, which the Consultant has materially breached because of such inability to perform.

Section 49 – Security Restrictions

Access to certain County property is restricted. The Consultant is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the Consultant needs access to such County property, the Consultant shall comply with the security ordinance and any other requirements by the County relating to security which may include background checks, the use of photo identification badges and limited access to County property. The photo identification badges and associated costs are not reimbursed. Prior to commencing Work at any County property, the Consultant shall meet with Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project. Subconsultants are also required to comply with the restrictions, and it shall be the responsibility of the Consultant to ensure that the Subconsultants comply with security ordinance and all restrictions.

In accordance with Section 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structures owned or operated by an agency are exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I of the Florida Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this Paragraph may be disclosed to another governmental entity with prior approval by the property owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or Consultant who is performing Work on or related to the building, arena, stadium, water treatment plant, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. It is the responsibility of the Consultant receiving such information to maintain the exempt status of the information.

Section 50 – Sanction for Contractual Violations

Notwithstanding any other penalties for the Consultant and/or Subconsultants that may be found in Article VII of Chapter 11A of the Code, if the Consultant violates Article VII of Chapter 11A of the Code, the County may terminate this Agreement or require the termination or cancellation of the Subconsultants' agreements. In addition, a violation by the Consultant and/or Subconsultants, or failure to comply with the Administrative Order 3-39, may result in the imposition of one or more of the sanctions listed therein. The County additionally retains all rights sanctioned by federal, state or local Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

Section 51 – Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List

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 Terrorism Sectors List, as those terms are used and defined in Sections 287.135 and 215.473, Florida Statutes. The County may 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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List.

Section 52 – Contracting with Entities of Foreign Countries of Concern Prohibited

By submitting a bid, quote or other response, or otherwise entering into, a contract under this Solicitation, the Consultant affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Consultant further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Consultant is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Consultant; or c) the Consultant is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. This affirmation by the Consultant shall be in the form Attachment "H" to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit.

(The remainder of this page was intentionally left blank)

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

ATTEST:

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Mayor

Print Name Date

A.M.I. ENGINEERING, LLC
(Corporate Seal)



By: _____
Signature

By: _____
Signature

_____, Secretary
Print Name

Francisco J. Alonso, President
Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of march, 2024, by Francisco J. Alonso, as President, and _____, as Secretary, _____, a _____, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]
Gladys Bilbraut
Notary Public
State of Florida
Comm# HH111339
Expires 3/30/2025



Gladys Bilbraut
(Signature of person taking acknowledgment)
Gladys Bilbraut
(Name typed, printed or stamped)

(Serial number, if any)

Approved for Legal Sufficiency:

Assistant County Attorney

ATTACHMENTS

Attachment A	Proposal for Services and Labor Expenses
Attachment B	Labor Rates/Table of Organization
Attachment C	Conflict of Interest Affidavit
Attachment D	Truth-In-Negotiation Certificate
Attachment E	Contractor's Due Diligence Affidavit
Attachment F	SPD Form #9 Fair Subcontracting Practices
Attachment G	Non-Collusion Affidavit
Attachment H	Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit

ATTACHMENT A

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

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

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Air Travel			
Lodging (by days)			
See Attached "Maximum Daily Lodging Rates"			
Car Rental (by days)		\$35.00/day	
Gas (for rental cars only)		\$3.75/gallon	
Food			
Breakfast		\$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		\$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		\$16.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		\$0.48529/mile (for use of personal vehicle)	
Total Labor and Direct Expenses = \$			\$ -
Subtotal Direct Expense \$			\$ -

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

Summary of Reimbursable Expenses

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

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

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

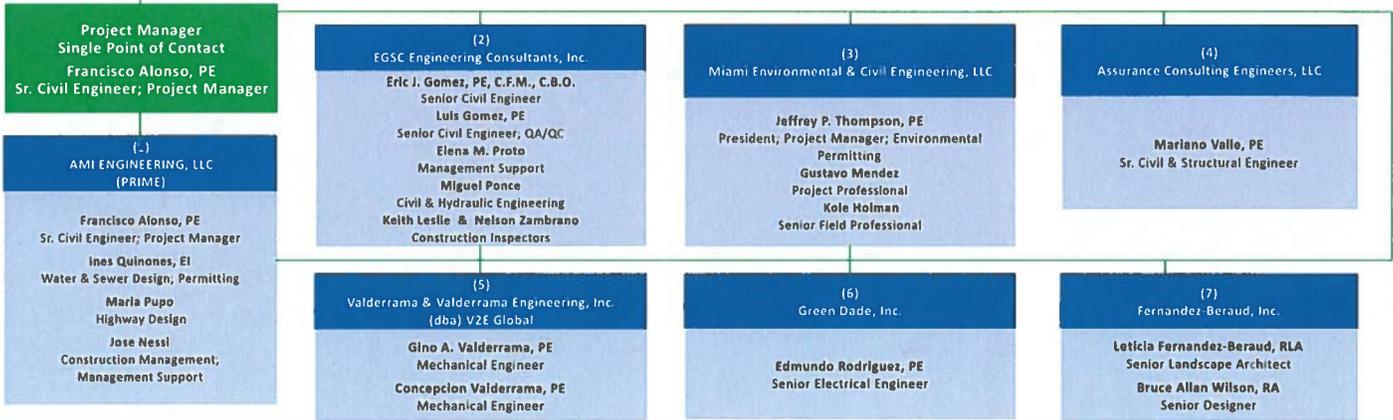
ATTACHMENT B



Miami-Dade County, FL NTPC | SPD Project # E23WS04 Tier 1 Set-Aside
WASD Engineering Design & Related Services For Water & Wastewater Infrastructure

FIRM NAME	FEIN #	TC #	TECHNICAL CATEGORY NAME
1. A.M.I. Engineering, LLC <i>PRIME</i>	87-1210583	6.01	Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission - <i>PRIME</i>
		6.02	Water and Sanitary Sewer Systems - Water and Sanitary Sewage Pumping Facilities - <i>PRIME</i>
		16.00	General Civil Engineering - <i>PRIME</i>
		3.02B	Highway Systems - Minor Highway Design - <i>PRIME</i>
2. EGSC Engineering Consultants, Inc.	65-1043053	3.09	Highway Systems - Signing, Pavement Marking, and Channelization - <i>PRIME</i>
		6.01	Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission
		6.02	Water and Sanitary Sewer Systems - Water and Sanitary Sewage Pumping Facilities
3. Miami Environmental & Civil Engineering, LLC	47-4656633	16.00	General Civil Engineering
		10.05	Environmental Engineering – Contamination Assessment and Monitoring
4. Assurance Consulting Engineers LLC	85-1456743	10.09	Environmental Engineering – Wellfield, Ground Water and Surface Water Protection and Management
		11.00	General Structural Engineering
5. V2E Global	85-4185545	12.00	General Mechanical Engineering
6. Green Dade, Inc.	87-2642433	13.00	General Electrical Engineering
7. Fernandez-Beraud Inc.	45-0538160	20.00	Landscape Architecture

Proposed Engineering & Architectural Team	
Member's Name	Member's years of Experience
Francisco Alonso, PE	21
Ines Quinones, EI	9
Maria Pupo	19
Jose Nessi	45
Eric Gomez, PE	22
Luis Gomez, PE	35
Elena M. Proto	20
Miguel Ponce	9
Keith Leslie	14
Nelson Zambrano	14
Jeffrey P. Thompson, PE	22
Gustavo Mendez	3
Kole Holman	9
Mariano Valle, PE	30
Gino A. Valderrama, PE	31
Concepcion Valderrama, PE	31
Edmundo Rodriguez, PE	7
Leticia Fernandez-Beraud, RLA	30
Bruce Allan Wilson, RA	30





March 5, 2024

Mr. Justin P. Espagnol,
A/E Consultant Selection Coordinator
Strategic Procurement Department
111 NW 1st St. Suite 1300,
Miami, FL 33128

Subject:

**Certified Rates Miami-Dade County, FL Project # E23WS04
WASD Engineering Design & Related Services for Water & Wastewater Infrastructure**

Dear Mr. Espagnol:

The rates shown below for the staff that will be assigned to this contract are effective as of January 1, 2024, and certified as reported to the Internal Revenue Service Department:

Employee Name	Position	Hourly Rate	Job Responsibility	Title as listed in Section 7 (A) (1) of the PSA
Francisco J. Alonso, PE	Senior Civil Engineer and Project Manager	\$106.25	Project Manager	Project Manager/ Registered Professional Engineer/ Senior Technical Expert
Maria Pupo	Civil Engineer	\$52.00	Civil Designer	Non-Registered Technical Staff
Jose Nessi	Construction Manager	\$60.00	Construction Manager	Non-Registered Technical Staff

We appreciate the opportunity to serve Miami-Dade County on this contract and look forward to working with you.

Sincerely,

Francisco J. Alonso, PE
President and Contract Project Manager
A.M.I. Engineering, LLC



January 16th, 2024

SPD PROJECT NO. E23WS04 SET-ASIDE
Agreement No. 23AMIEL01

To whom it may concern:

This letter is to certify that the rates described below are accurate as of January 16th, 2024.

Employee Name	Position	Hourly Rate	Job Responsibility	Title as listed in Section 7 (A) (1) of the PSA
Mariano Valle, PE	Sr. Civil/Structural Engineer	\$95	Structural/Civil Engineering	Registered Professional Engineer/Architect
Angelica Rosales	Civil Engineer	\$40	General Civil Engineering	Non-Registered Technical Staff

Sincerely,

A handwritten signature in black ink, appearing to read 'Mariano Valle', is written over a horizontal line.

Mariano Valle
Principal/Owner
Assurance Consulting Engineers, LLC



March 2, 2024

Mr. Justin P. Espagnol,
A/E Consultant Selection Coordinator
Strategic Procurement Department
111 NW 1st St. Suite 1300,
Miami, FL 33128

Subject: Certified Rates
Miami-Dade County, FL Project # E23WS04
WASD Engineering Design & Related Services For Water & Wastewater Infrastructure

Dear Mr. Espagnol:

The rates shown below are effective as of January 1, 2024 and certified as reported to the Internal Revenue Service Department:

Employee Name	Position	Hourly Rate	Job Responsibility	Title as listed in Section 7 (A) (1) of the PSA
Eric J. Gomez, PE, CFM, CBO	Senior Civil Engineer	\$47.59	Project Manager	Registered Professional Engineer/Architect
Luis Gomez	Senior Civil Engineer	\$45.00	QA/QC	Senior Technical Expert
Elena M. Proto	Administrative	\$18.57	Management Support	Administrative Staff
Miguel Ponce	Project Engineer	\$33.75	Civil & Hydraulic Engineering	Non-Registered Technical Staff
Nelson Zambrano	Construction Inspector	\$36.00	Construction Inspector	Non-Registered Technical Staff
Keith Leslie	Construction Inspector	\$34.25	Construction Inspector	Support Staff/Field Staff

Respectfully,

Eric J. Gomez, P.E., C.F.M., C.B.O.
President



FERNANDEZ - BERAUD INC

Landscape Architecture and Planning

March 3rd, 2024

Mr. Justin P. Espagnol,
A/E Consultant Selection Coordinator
Strategic Procurement Department
111 NW 1st St. Suite 1300,
Miami, FL 33128

Subject: Certified Rates
Miami-Dade County, FL Project # E23WS04
WASD Engineering Design & Related Services For Water & Wastewater Infrastructure

Dear Mr. Espagnol:

The rates shown below are effective as of January 1st 2024, and certified as reported to the Internal Revenue Service Department:

Employee Name	Position	Hourly Rate	Job Responsibility	Title as listed in Section 7 (A) (1) of the PSA
Leticia Fernandez-Beraud	President, Registered Landscape Architect Of Record	\$64.00	Project Management, Landscape Architectural work (design, construction documents, post-design, other); Administrative work.	Registered Professional Engineer/Architect
Bruce Allan Wilson	Principal, Architect	\$55.00	Landscape Architectural support work (preparation of drawings for construction, presentation graphics, other); Administrative work.	Registered Professional Engineer/Architect

We appreciate the opportunity to serve Miami-Dade County on this contract and look forward to working with you.

Sincerely,

Leticia Fernandez-Beraud, RLA, President
FERNANDEZ-BERAUD, INC.



Certified Payroll Report

Company: GREEN DADE INC.
 7220 SW 12th St
 Miami, FL 33144-5302
 Tax ID: 87-2642433

Payroll Number: 10
 Pay Period: 12/30/2023 - 01/12/2024
 Check Date: 01/21/2024

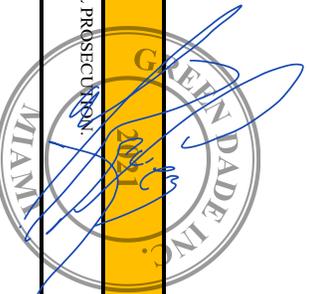
Employee Name	ID	Work Classification	Pay Type	Position	Job Responsibility	Title as listed in Section 7(A)(1) of the PSA	Paid Hours	Pay Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	Health Insurance	Dental Insurance	Car Allowance	Net Pay
Artan Figueras Diegues	xxx-'xx-6809	HOURLY	RT	Electrical Designer	Designer / CAD Manager	Non-Registered Technical Staff	80.00	\$ 25.00	D24.0119-01	\$ 2,000.00	(124.00)	(29.00)	(360.00)	-	-	-	\$ 1,487.00
Diecles Torralbas	xxx-'xx-6846	HOURLY	RT	Electrical Engineer	QAQC / Electrical Engineer / EOR	Registered Professional Engineer	80.00	\$ 50.00	D24.0119-02	\$ 4,000.00	(248.00)	(58.00)	(720.00)	-	-	-	\$ 2,974.00
Edmundo Rodriguez	xxx-'xx-3042	HOURLY	RT	Principal	Principal	Senior Technical Expert	80.00	\$ 75.00	D24.0119-03	\$ 6,000.00	(372.00)	(87.00)	(1,080.00)	-	-	-	\$ 4,461.00
Company Totals							240.00			12,000.00	(744.00)	(174.00)	(2,160.00)	-	-	-	8,922.00

01/21/2024

I, Edmundo Rodriguez, President, do hereby state:

- (1) That I pay or supervise the payment of the persons employed by GREEN DADE INC.
- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete.

Name and Title:	EDMUNDO RODRIGUEZ - President	Date:	03/04/2024	Signature:	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.					





January 19, 2024

Mr. Francisco J. Alonso, PE
 A.M.I. Engineering, LLC
 12850 N Calusa Club Dr
 Miami, FL 33186
 (305)803-2569

Subject: E23WS04 - A.M.I. Engineering, LLC

Re: Certified Payroll

Dear Francisco:

As requested, please see the raw hourly rates of MEC Engineering’s current employees that would be assigned to the subject project.

Employee Name	Position	Raw Hourly Rate	Job Responsibility	Title as listed in Section 7 (A) (1) of the PSA
Jeffrey P. Thompson, P.E.	Project Manager	\$70	Environmental Site Assessment and Permitting	Project Manager
Evan Darpini, P.G.	Project Manager/Geologist	\$42.27	Environmental Site Assessment and Permitting, Field Work Supervision, Reporting	Registered Professional Engineer/Architect
Gustavo Mendez	Project Professional	\$31.63	Environmental Site Assessment and Permitting, Field Work Supervision, Reporting	Non-Registered Technical Staff

I certify this is correct and accurate as of the date of this letter. Please contact me by email at jeff@mec-e.com or phone at (786) 999-3568 if you have any questions or require additional information.

Sincerely,

Jeffrey P. Thompson, P.E.
 President



Excellence and innovation
built into every design

January 19, 2024

Mr. Francisco J. Alonso, PE
A.M.I. Engineering, LLC
12850 N Calusa Club Dr
Miami, FL 33186
(305)803-2569
falonso@amiengineer.com
www.amengineer.com

RE: Certified Payroll – Valderrama & Valderrama Engineering, Inc. DBA V2E Global:

Employee Name	Position	Hourly Rate	Job Responsibility	Title as listed in Section 7 (A) (1) of the PSA
Concepcion Valderrama, PE	Mechanical Engineer	\$120.00	CAD Manager	Registered Professional Engineer
Gino Valderrama, PE	Mechanical Engineer	\$120.00	Mechanical Project Manager	Registered Professional Engineer


Gino A. Valderrama, P.E.
CEO

ATTACHMENT C
CONFLICT OF INTEREST
AFFIDAVIT

I, _____,

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's Project(s) related to: _____ ("Project").
2. I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (WASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to WASD.
5. Neither I nor any of my immediate family (spouse, parents, and children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to WASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true.

Name of Affiant _____

Signature of Affiant _____

Date _____

ATTACHMENT "D"
Truth-In-Negotiation Certificate

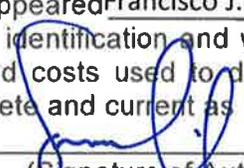
Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE: ENGINEERING DESIGN AND RELATED SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE

PROJECT NUMBER: E23WS04

Before me the undersigned authority appeared Francisco J. Alonso (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.



(Signature of Authorized Representative)

Title President

Date March 28, 2024

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 28 day of 2024,

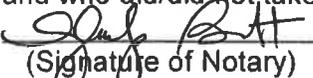
by Francisco J. Alonso

(Authorized Representative)

of A.M.I. Engineering, LLC

(Name of Corporation, Partnership, etc.)

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



(Signature of Notary)
Gladys Bibrant

(Print Name)

Notary Stamp or Seal:

Gladys Bibrant
Notary Public
State of Florida
Comm# HH111339
Expires 3/30/2025

Notary Commission Number: HH 111339
My Commission Expires: 03/30/25



ATTACHMENT E

Miami-Dade County, FL NTPC | SPD Project # E23WS04 Tier 1 Set-Aside
WASD Engineering Design & Related Services For Water & Wastewater Infrastructure

Miami-Dade County Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Contract No. : Federal Employer Identification Number (FEIN):

Contract Title:

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

Address of Firm State Zip Code

Notary Public Information

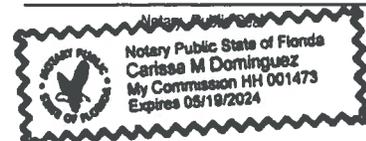
Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 24th day of July, 2023 by

Francisco J. Alonso, PE He or she is personally known to me or has produced identification

[Signature]
Signature of Notary Public Serial Number

Carissa M. Dominguez 05/19/2024
Print or Stamp of Notary Public Expiration Date



ATTACHMENT F



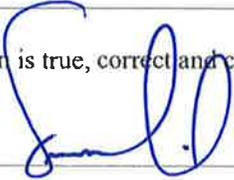
MIAMI-DADE COUNTY – STRATEGIC PROCUREMENT DEPARTMENT (SPD)
SPD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

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

It is the policy of A.M.I. Engineering, LLC to promote diversity in the subcontracting of consultants for Miami-Dade County Projects and to allow opportunities for subcontracting to as many qualified subcontractors as needed, in accordance with the Section 2.8.8-Fair Subcontracting Practices of Miami-Dade County Code of Ordinance.

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

Signature of Authorized Representative:  _____
Title: President Date: 3/28/24

Proposer's Name: Francisco J. Alonso

ATTACHMENT G



NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (this Affidavit) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

[X] is not related to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

[] is related to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

[Empty box for listing related respondents]

B. I state that the Bidder/Proposer of this competitive solicitation:

- 1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: E23WS04 Solicitation Title: ENGINEERING DESIGN AND RELATED SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE

By: [Signature] Signature of Affiant

Date: March 28, 20 24

Francisco J. Alonso, PE Printed Name of Affiant and Title

87-1210583 Federal Employer Identification Number

A.M.I. Engineering, LLC

Printed Name of Bidder/Proposer

12850 N Calusa Club Drive Miami, FL 33186

Address of Bidder/Proposer

ATTACHMENT H



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

A.M.I Engineering, LLC does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

Bidder's/Proposer's Legal Company Name

of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Francisco J. Alonso, PE

Title of Bidder's/Proposer's Authorized Representative: President

Signature of Bidder's/Proposer's Authorized Representative: Francisco J Alonso Digitally signed by Francisco J Alonso
Date: 2024.02.20 17:02:16 -05'00'

Date: 2/20/24