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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 24, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 14(A)(4)

From: Carlos A. Gimenez
Mayor

Resolution No. R-103-12

Subject: Option to Renew Professional Services Agreement No. E06-SWM-01 with Westhorp and Associates, Inc. for Landfill Engineering Services at the South Dade Landfill; GOB Project No. 14-70116

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing a two (2) year option to renew (OTR) for Professional Services Agreement No. E06-SWM-01 with Westhorp and Associates, Inc. for engineering services at the South Dade Landfill (SDL) Cell 3 and Cell 5, effective February 5, 2012. The maximum compensation for the initial four (4) year term was $3.9 million allowing an additional $1 million for a two (2) year option to renew, thus $4.9 million over the six (6) year term with a contingency for a total amount of $5.390 million.

Scope

The scope of the agreement, as originally approved, specifically required the consultant to provide construction engineering services for South Dade Landfill Cell 3 (Project #5050321 and Cell 5, Project #505480 – Design Services for SDL Cells 3 and 5). Construction of Cell 3 closure has already been completed and accepted by the Florida Department of Environmental Protection (FDEP). In addition, the design work for Cell 5 has also been completed, and a permit application to construct has been approved by FDEP.

The consultant will provide construction engineering services for Cell 5 during the two (2) year Option to Renew period. The scope of work for the two (2) year OTR period will include the following items during the construction of Cell 5, which has countywide impact.

- Assist PWWM during the bidding and award recommendation
- Assist PWWM in measuring quantities for payment
- Monitor all construction activities and attend weekly construction meetings
- Construction Quality Assurance (CQA) of the liner system and soil layers
- Monitoring and testing during installation of gas extraction wells
- Review and approve shop drawings
- Respond to request for information (RFI) from the Contractor
- Generate reports and prepare FDEP Certification Package
- Obtain acceptance from FDEP of the constructed cell to receive waste

Fiscal Impact/Funding Source

This contract is funded by Building Better Communities General Obligation Bonds (Project #505480 – Design Services for SDL Cells 3 and 5) and the Waste Disposal Operating Fund. There is adequate funding for construction and engineering services in the PWWM Budget to support this project.

Track Record/Monitor

According to the Firm History Report as provided by the Department of Sustainability, Planning and Economic Enhancement Department, Westhorp and Associates, Inc. has received four (4) Equitable Distribution Program (EDP) contracts valued at $134,000 from Miami-Dade County in the last five years. The Office of Capital Improvements CIIS database contains six (6) evaluations from County departments for Westhorp and Associates, Inc. with an average rating of 3.9, which represents satisfactory performance. The day-to-day management of this project is the responsibility of Luis Moreno, Construction Manager III.

Background

The PWWM is responsible for the collection and disposal of garbage and trash from 323,000 households throughout Miami-Dade County. The Department has three (3) active landfills, namely North Dade Landfill, South Dade Landfill and Resources Recovery Ash Landfill. The proposed Cell 5 is situated within the South Dade Landfill site. Once constructed and placed in operation, Cell 5 will provide landfill space for County waste collection operations, 18 contract cities and various private haulers operating in the Miami-Dade County. As required by Florida Statutes and incorporated in the concurrency requirement of Miami-Dade County Comprehensive Development Master Plan (CDMP), the County is obligated to maintain a minimum of five (5) years of waste disposal capacity for committed waste and anticipated non-committed waste flows. The proposed Cell 5 is necessary to provide this capacity.

BUDGET APPROVAL FUNDS AVAILABLE:	**OMB DIRECTOR**	1/3/12 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**ASSISTANT COUNTY ATTORNEY**	12/21/12 **DATE**
	DEPUTY MAYOR/COUNTY MANAGER	1/6/12 **DATE**

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: January 24, 2012

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

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
1-24-12

RESOLUTION NO. R-103-12

RESOLUTION APPROVING TWO (2) YEAR OPTION TO RENEW FOR PROFESSIONAL SERVICES AGREEMENT NO. E06-SWM-01 WITH WESTHORP AND ASSOCIATES, INC. FOR LANDFILL ENGINEERING SERVICES AT THE SOUTH DADE LANDFILL; GOB 14-70116 IN THE AMOUNT OF $1 MILLION

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 a two (2) year Option To Renew for Professional Services Agreement No. E06-SWM-01 with Westhorp and Associates, Inc. for Landfill Engineering Services at the South Dade Landfill in substantially the form attached hereto and made a part herof; and authorizes the County Mayor or Mayor's designee to execute same and to exercise the termination provisions contained therein.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of January, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

EXERCISE OF CONTRACT OPTION
FOR PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. E06-SWM-01 GOB 14-70116
BETWEEN WESTHORP AND ASSOCIATES, INC.
AND
MIAMI-DADE COUNTY, FLORIDA

THIS CONTRACT OPTION No. 1, made this ____ day of _____ 2011

BY AND BETWEEN 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") and Westhorp and Associates, Inc. (hereinafter called the "CONSULTANT") for consideration set forth herein agree:

WITNESSETH, that the County and the Consultant, for the considerations set forth herein, agree that:

The Contract dated October 19, 2007, executed and filed with the Clerk of the Board, effective pursuant to approval as amended by the Board of County Commissioners on **February 5, 2008** is hereby modified as follows:

1. Contract time duration is increased by **two years, effective February 5, 2012**
2. The new contract expiration date shall be **February 5, 2014.**

In all other respects, the Contract shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT OPTION No. 1 on the _____ day of _____ 2011.

WESTHORP AND ASSOCIATES, INC.

By: Brenda B. Westhorp
Title: President

(Corporate Seal)
N. Hosein
Witness

Diane Y. Santoni
Witness

Approved as to Form and
Legal Sufficiency: _____

MIAMI-DADE COUNTY
BY ITS BOARD OF
COUNTY COMMISSIONERS

_____
Carlos A. Gimenez
Mayor

HARVEY RUVIN,
CLERK OF THE BOARD

ATTEST:

BY:_____
Deputy Clerk

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PUBLIC WORKS AND WASTE MANAGEMENT
PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR
DESIGN ENGINEERING SERVICES
CONTRACT NO. E06-SWM-01 GOB 14-70116
OPTION TO RENEW

Agreement Execution Date (COB)	10/19/2007
Original Term	2190 Days
Original Expiration Date	02/05/2012
Option to Renew No. 1	730 Days
Revised Agreement Expiration Date	02/05/2014

SOUTH DADE LANDFILL CELL 5 CONSTRUCTION PROJECT # 505480

DESCRIPTION: Construct the last 50 acre cell at the South Dade Landfill per Florida Department of Environmental Protection regulations

LOCATION: 24000 SW 97 Ave
Unincorporated Miami-Dade County
DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
Waste Disposal Operating Fund	0	0	3,665	0	0	0	0	0	3,665
BBC GOB Series 2005A	47	0	0	0	0	0	0	0	47
BBC GOB Series 2008B	780	0	0	0	0	0	0	0	780
BBC GOB Series 2008B-1	159	0	0	0	0	0	0	0	159
BBC GOB Series 2011A	1,625	0	0	0	0	0	0	0	1,625
BBC GOB Future Financing	0	5,056	0	3,583	0	0	0	0	8,639
TOTAL REVENUE:	**2,611**	**5,056**	**3,665**	**3,583**	**0**	**0**	**0**	**0**	**14,915**

EXPENDITURE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
Planning and Design	1,172	0	0	0	0	0	0	0	1,172
Construction	1,100	5,395	3,665	3,583	0	0	0	0	13,743
TOTAL EXPENDITURES:	**2,272**	**5,395**	**3,665**	**3,583**	**0**	**0**	**0**	**0**	**14,915**

WEST TRANSFER STATION TIPPING FLOOR PROJECT # 501410

DESCRIPTION: Renovate and replace tipping floor and entire drainage system at the West Transfer Station

LOCATION: 2900 SW 72 Ave
Unincorporated Miami-Dade County
DISTRICT LOCATED: 6
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
Waste Disposal Operating Fund	320	300	30	0	0	0	0	0	650
TOTAL REVENUE:	**320**	**300**	**30**	**0**	**0**	**0**	**0**	**0**	**650**

EXPENDITURE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
Planning and Design	60	0	0	0	0	0	0	0	60
Construction	246	295	29	0	0	0	0	0	570
Project Contingency	14	5	1	0	0	0	0	0	20
TOTAL EXPENDITURES:	**320**	**300**	**30**	**0**	**0**	**0**	**0**	**0**	**650**

MEMORANDUM

MIAMI-DADE COUNTY

Date: February 5, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No.
9(A)21A

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation for Design Services for Cell 3 and Cell 5 - Project No: E06-SWM-01 GOB 14-70116; Contract No: E06-SWM-01

Recommendation

This Recommendation for Award for PSA contract number E06-SWM-01 between Westhorp & Associates, Inc., and Miami-Dade County has been prepared by the Department of Solid Waste Management and is recommended for approval.

Scope

PROJECT NAME: Design Services for Cell 3 and Cell 5

PROJECT NO: E06-SWM-01 GOB 14-70116

CONTRACT NO: E06-SWM-01

PROJECT DESCRIPTION: The scope of work will specifically require design engineering services for the design of a new landfill cell at the South Dade Landfill (Cell 5) as well as construction phase services during the closure construction of South Dade Landfill Cell 3, and during the construction and certification of South Dade Landfill Cell 5. The scope of work for the consulting firm during the design engineering service will include:

Surveys
Data collection
Landfill cell design using liner systems conforming with Chapter 62.701 F.A.C.
Leachate collection system design
Gas extraction system design
Permitting services For USEPA, FDEP, DERM and other required regulators
Construction phase services will include:
- Assist DSWM during the Bidding & Award Recommendation process;
- Assist DSWM in managing the construction process;
- Assist DSWM measuring quantities for payment;
- Monitor all construction activities;
- Attend weekly construction meetings;
- Provide Quality Assurance and Quality Control of the liner system;
- Monitor and testing during installation of gas extraction wells;
- Provide testing during installation of the soil layers;
- Review and approve shop drawings;

- Respond to requests for Information (RFI) from the Contractor;
- Generate reports
- Assist in preparing Certification Report at completion of project

PROJECT LOCATION: 23707 SW 97 Avenue, Miami, FL

PROJECT SITES:

LOCATION	DIST	ESTIMATE	T-S-R
#70116- 24000 SW 97TH AVE	8	$2,983,000.00	56-21-40
24000 SW 97 Ave	8	$2,407,000.00	56-21-40
	Total:	$5,390,000.00	

PRIMARY COMMISSION DISTRICT: District 8 Katy Sorenson

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E06-SWM-01

USING DEPARTMENT: Solid Waste Management Department

MANAGING DEPARTMENT: Solid Waste Management Department

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	AMOUNT
Building Better Communities General Obligation Bonds, Waste Disposal Operating Fund, Future Solid Waste Disposal Notes/Bonds, Bond Anticipation Notes, and/or Solid Waste Revenue Bonds.	$5,390,000.00

PTP FUNDING: No

GOB FUNDING: Yes

GOB PROJECT:

GOB PROJECT / DESCRIPTION	GOB ALLOCATION
14-GOB - South Dade Disposal Facility Cell 5 Construction	$2,983,000.00

CAPITAL BUDGET PROJECTS:

BUDGET PROJECT / DESCRIPTION	AWARD ESTIMATE
5050321-SOUTH MIAMI-DADE LANDFILL CELL 3 CLOSURE Book Page: 276 Funding Year: Proposed Capital Budget Book for FY 2007-08, Prior Years Funds.	$2,407,000.00
505480-SOUTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION Book Page: 269 Funding Year: Proposed Capital Budget Book FY 2007-08, Prior Years Funds.	$57,000.00

505480-SOUTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION Book Page: 269 Funding Year: Proposed Capital Budget Book FY 2007-08, FY 2007-08 Funds	$856,000.00
505480-SOUTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION Book Page: 269 Funding Year: Proposed Capital Budget Book FY 2007-08, FY 2008-09 Funds	$719,000.00
505480-SOUTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION Book Page: 269 Funding Year: Proposed Capital Budget Book FY 2007-08, FY 2009-10 Funds	$824,000.00
505480-SOUTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION Book Page: 269 Funding Year: Proposed Capital Budget Book FY 2007-08, FY 2010-11 Funds	$425,000.00
505480-SOUTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION Book Page: 269 Funding Year: Proposed Capital Budget Book FY 2007-08, FY 2011-12 Funds	$102,000.00
Project Totals:	$5,390,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	7.00	SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT

NTPC'S DOWNLOADED: 83

PROPOSALS RECEIVED: 6

CONTRACT PERIOD: 2190 Days. Four (4) years plus a two-year option to renew for all professional services requested during the initial term which equals six (6) years. The two-year option is based solely on the approval of the Board of County Commissioners.

CONTINGENCY PERIOD: 0

3 11

IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$4,900,000.00
BASE CONTRACT AMOUNT:	$4,900,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$490,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$5,390,000.00

Track Record / Monitor

EXPLANATION	At the First-Tier meeting on July 16, 2007 the Competitive Selection Committee ranked Westhorp & Associates Inc., as the highest ranking firm out of the six (6) firms that submitted proposals. The Ranking was close therefore Competitive Selection Committee requested a Second-Tier meeting. At the Second-Tier meeting held on August 8, 2007, the Competitive Selection Committee again ranked Westhorp & Associates, Inc., as the highest ranking firm. The Negotiation Committee met on October 3, 2007 and concluded its negotiations with Westhorp & Associates, Inc. on October 9, 2007. This is the recommendation to award the project to Westhorp & Associates, Inc.
SUBMITTAL DATE:	6/18/2007
ESTIMATED NOTICE TO PROCEED:	1/15/2008
PRIME CONSULTANT:	WESTHORP & ASSOCIATES, INC.
COMPANY PRINCIPAL:	Brenda Westhorp, P.E.
COMPANY QUALIFIERS:	Brenda Westhorp, P.E.
COMPANY EMAIL ADDRESS:	brenda.westhorp@westhorp.com
COMPANY STREET ADDRESS:	9499 N.E. 2nd Avenue

COMPANY CITY-STATE-ZIP:	Miami Shores, Florida 33138
YEARS IN BUSINESS:	10
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	Westhorp & Associates did not have any major contracts with the County in the last five years, but they have received four (4) Equitable Distribution Program (EDP) contracts. There are two contracts with the Department of Solid Waste Management, one with the Miami-Dade Seaport Department and one with the Office of Capital Improvements for a total dollar value of $134,000.
SUBCONSULTANTS:	Geosyntec Consultants, Inc. Consul-Tech Surveying & Mapping, Inc. MACTEC Engineering and Consulting, Inc. Media Relations Group, LLC.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes The firm shall have the engineering experience in the field of municipal solid waste management
REVIEW COMMITTEE:	**MEETING DATE:** 12/20/2006 **SIGNOFF DATE:** 1/8/2007
RESPONSIBLE WAGES:	N/A
REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**MEASURE GOAL** **COMMENT** CBE 36.00% CWF 0.00% Not Applicable
MANDATORY CLEARING HOUSE:	No
CONTRACT MANAGER NAME/PHONE/EMAIL:	Robert Menge (305) 514-6787 menge@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Luis Moreno 305-257-0948 lmoreno@miamidade.gov

Background

BACKGROUND: The Department of Solid Waste Management is responsible for the collection and disposal of garbage and trash from 319,000 households throughout Miami-Dade County. The Department owns five (5) Landfills and is responsible for providing landfill disposal space and cell closure at these landfills. Periodically the landfill cells reach capacity and need to be properly covered and closed. Then new landfill cells need to be designed and constructed in order to continue concurrency with the responsibility of collection and disposal.

BUDGET APPROVAL FUNDS AVAILABLE: For JGM

OSBM DIRECTOR 11-8-07 DATE

APPROVED AS TO LEGAL SUFFICIENCY:

COUNTY ATTORNEY 11/8/07 DATE

CAPITAL IMPROVEMENTS CONCURRENCE: 11/14/07

OCI DIRECTOR 11/20/07 DATE

ASSISTANT COUNTY MANAGER 11-20-07 DATE

CLERK DATE

DATE

~~6~~ 14

DESIGN SERVICES FOR CELL 3 AND CELL 5 AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
WESTHORP & ASSOCIATES, INC.

Agreement No. E06-SWM-01

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this 19TH day of OCTOBER 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and Westhorp & Associates, Inc. a corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional engineering services described herein in connection with Design Services for Cell 3 and Cell 5 - hereinafter referred to as the "Project".

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27. Domestic Leave
28. Performance Evaluations
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31. Severability
32. Modification
33. Governing Law
34. Sanctions for Contractual Violations
35. Entirety of Agreement

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED The COUNTY agrees that its Miami-Dade Department of Solid Waste Management, hereinafter referred to as the "Department", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible only for exercising reasonable care in independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

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

The Director of the Miami-Dade Department of Solid Waste Management, hereinafter referred to as the "Director", or her/his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. DESIGN SERVICES FOR CELL 3 AND CELL 5 During the effective term of the agreement, the retained firm will provide design engineering services as well as construction phase engineering services for the South Dade Landfill new cell construction and old cell closure. The scope of work will specifically require design engineering services for the design of a new landfill cell at the South Dade Landfill (Cell 5) as well as construction phase services

during the closure construction of South Dade Landfill Cell 3, and during the construction and certification of South Dade Landfill Cell 5. The scope of work for the consulting firm will include:

Cell 5
-Survey;
-Data Collection
-Landfill cell design using composite liners and/or double synthetic liners meeting requirements of Chapter 62-701 FAC;
-Leachate management design;
-Gas extraction system design;
-Permitting (from FDEP, DERM and other required regulators);

Cell 3 and Cell 5 Construction phase services may include:
-Assist DSWM during the Bidding & Award Recommendation process;
-Assist DSWM in managing the construction process;
-Assist DSWM measuring quantities for payment;
-Monitor all construction activities;
-Attend weekly construction meetings;
-Provide Quality Assurance and Quality Control of the liner system;
-Monitor and testing during installation of gas extraction wells;
-Provide testing during installation of the soil layers;
-Review and approve shop drawings;
-Respond to request for information (RFI) from the Contractor;
-Generate reports and assist in preparing Certification Report at completion of project;
-Surveying

3. ENGINEER'S RESPONSIBILITIES The ENGINEER may also provide other engineering services for the Department which do not present conflicts of interest relative to its consultant services. The Director shall at his/her discretion, determine services which would create a conflict of interest The ENGINEER agrees to perform professional services in accordance with the negotiated terms of the applicable authorization to proceed.

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

A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
C. Comply with the federal, state and local laws or ordinances applicable to the work.
D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.

F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.

G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.

H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency.

I. Use computer and networking hardware, software and firmware standards as approved by the MIS Division of the Department. The software must perform fault free in the processing of date and date related data (including, but not limited to calculation, comparing and sequencing) by all hardware and software products delivered under this agreement, individually and in combination, upon installation. Fault-free performance includes the manipulation of data with dates prior to, through, and beyond 2007. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward in time. MIS staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of MIS. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY and the COUNTY will receive the executable codes.

4. TASK AUTHORIZATION: TIME FOR COMPLETION The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed.

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

provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

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

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

6. COMPENSATION The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance. Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies.

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

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

(1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office

employees, 2.40 for the ENGINEER's employees working in COUNTY offices and 2.10 for all field employees excluding surveying, not to exceed Miami-Dade County's Surveying Pool price. No employee shall be billed at a combined rate, multiplier x fixed hourly rate, in excess of the flat rate established in paragraph 6A(2). This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

(2) The ENGINEER shall be compensated at the flat rate of $150.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.

B. Lump Sum Fee The fee for any requested portion of work may, at the option of the DEPARTMENT, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written authorization to proceed.

C. Reimbursable Expenses The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his designee in writing. Reimbursable expenses may include:

(1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.

(2) Expenses for travel, except that ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.

(3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.

(4) Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.

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

D. Maximum Compensation The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed three million, nine hundred thousand dollars ($3,900,000) for all professional services requested during the initial four (4) year term of this Agreement, and one million dollars ($1,000,000) for the two (2) year renewal term. The total compensation for this Agreement for the initial term plus the two (2) year option to renew shall not exceed four million nine hundred thousand dollars ($4,900,000). No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts/Additional Services Pursuant to Ordinance 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional design. Before any extra work is begun, a task authorization from the Department Director shall be given to the ENGINEER. The ENGINEER shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the County.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055. The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

7. METHODS OF PAYMENT The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER Brenda J. Westhorp, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

9. SCHEDULE OF WORK The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion

and compensation for the engineering services requested in connection with each unit or section of work.

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

11. OWNERSHIP OF DOCUMENTS All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement.

12. NOTICES Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

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

14. SUBCONSULTANTS A. The ENGINEER shall utilize the following firms as subconsultants: (1) Geosyntec Consultants, Inc., (2) Consul-Tech Surveying & Mapping Inc., (3) MACTEC Engineering and Consulting, Inc., and (4) Media Relations Group, LLC. The

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

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 36 % based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Utilization Report on or before the tenth working day following the preceding month.

15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS The ENGINEER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the ENGINEER to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

16. WARRANTY The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability.

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

18. DURATION OF AGREEMENT This Agreement shall remain in full force and effect for a period of four (4) years with one two-year option to renew after its date of execution (although actual completion of the services 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) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. The Board of County Commissioners is the sole entity that can exercise the option to renew. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

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

20. INDEMNIFICATION AND INSURANCE Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, agents or instrumentalities from any and all 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 ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

The ENGINEER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the ENGINEER's negligence, recklessness or intentionally wrongful conduct of the ENGINEER. The ENGINEER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of General Services Administration. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

B. Professional Liability Insurance in the amount of not less than $250,000 with a deductible per claim, if any, not to exceed ten percent (10%) of the limit of liability, providing for all sums which the ENGINEER shall become legally obligated to pay as damages for claims arising out of the services performed by the ENGINEER, its principals, sub consultants, employees and agents or any person employed by the ENGINEER in connection with this Agreement.

C. Public Liability Insurance, on a comprehensive basis, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.

D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, Suite 2340, Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida, 33128, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies.

21. ORDINANCES The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The

ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:

(1) A source of income statement;
(2) A current certified financial statement;
(3) A copy of the ENGINEER's Current Federal Income Tax Return.

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

(1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
(2) Ordinance No. 91-22, Certification Regarding Lobbying;
(3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118;modified by Resolution Nos. 1499-91 and R-183-00
(4) Ordinance No. 92-15, Drug-Free Workplace;
(5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
(6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
(7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;
(8) Ordinance No. 94-34, Criminal Record Affidavit;
(9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
(10) Ordinance No. 97-215, Inspector General (IG);
(11) Ordinance No. 99-152, False Claims;
(12) Ordinance No. 99-162, Payments to County are not in arrears;
(13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
(14) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
(15) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
(16) Disability Nondiscrimination Affidavit; (Resolution No. 385-95/Americans with Disabilities Act of 1990).
(17) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
(18) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
(19) Resolution No. 185-00, Domestic Violence Leave
(20) Administrative Order 3-39, Architectural and Engineering Selection Process

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

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

23. AFFIRMATIVE ACTION PLAN In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Business Development (DBD). The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

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

THE ENGINEER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida Statutes 112.041, 112.042 and 112.0113; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

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

25. OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE INSPECTOR GENERAL According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on

a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Engineer shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The 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, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

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

1. If this contract is completely or partially terminated, the Engineer shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The Engineer shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL The attention of the ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

Upon (10) ten days written notice to the ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall

have the right to examine all documents and records in the ENGINEER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

27. DOMESTIC LEAVE Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.

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

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

30. 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.

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

32. 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.

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

34. SANCTIONS FOR CONTRACTUAL VIOLATIONS Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subsonsultants, or failure to comply with the Administrative Order (A.O.)

3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

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

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

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____

WITNESSETH:

Diana M. Santander
Signature

Diana M. Santander
Printed Name

Signature

Ana De Ford
Printed Name

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

By: _____
County Mayor

Westhorp & Associates, Inc.
Firm Name (Place Corporate Seal)

By: _____
President

Brenda J. Westhorp, P.E.
Printed Name

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

Project No. E06-SWM-01
Agreement No. E06-SWM-01
10/09/07

EXHIBIT "A"
AFFIDAVITS
Agreement Number
E06-SWM-01

I, Brenda J. Westhorp, P.E., as the duly authorized representative of
Affiant

Westhorp & Associates, Inc., being first duly sworn

state: _____
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade County is: Westhorp & Associates, Inc.

Federal Employer Identification Number
65-0807883

and does solemnly swear and certify to the following affidavits that are required and made a part of this agreement.

1. FAMILY LEAVE PLAN
ORDINANCE NO. 91-142 (Sec. 11 A-29 et Seq. of the County Code)

The provision of Miami-Dade County Ordinance No. 91-142, Section 2, "FAMILY LEAVE", apply to every employer which meets either or both of the following conditions:

Has in the regular course of business more that fifty (50) employees working in Miami-Dade County for each working day during each of twenty (20) or more weeks in the current preceding calendar year;

Does business with Miami-Dade County and has at least fifty (50) employees for each working day during each of twenty (20) or more weeks in the current or preceding calendar year.

(Check the appropriate box)

__X__ Does not meet either of the above listed conditions.

_____ Meets one or both of the above listed conditions; and it is familiar with and will abide by the requirements of Ordinance No. 91-142.

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE

ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a Corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's check. If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee each beneficiary. All such names and addresses are:

   Brenda J. Westhorp, P.E. 100%

   _____ %

   _____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

   _____

   _____

3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?

   No

4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.

5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender.

6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

3. ANNUAL DRUG-FREE WORKPLACE
Ordinance No. 92-15(Sec. 2-8.1.2 of the County Code)

A. The ENGINEER certifies that as of the commencement date of this Agreement with Miami-Dade County it shall provide a drug-free workplace for its employees, and

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall

also inform the employee of:

(a) the dangers of drug abuse in the workplace;

(b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;

(c) any available drug counseling, rehabilitation, and employee assistance programs; and

(d) the penalties that may be imposed upon employees for drug abuse violations

2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;

3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
(a) abide by the terms of the statement; and
(b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;

4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;

5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.

The ENGINEER entity will certify annually, on or before the anniversary date of the professional services agreement that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION
Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations,

and new construction in the following laws:

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336-104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794.

The Federal Transit Act, as amended 49 U.S.C. Sections 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE ORDINANCE 93-129

The ENGINEER or his agents, officers, principals, stockholders, subconsultants or their affiliates are not debarred by Miami-Dade County.

6. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC CRIMES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contedere.

3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

    1) A predecessor or successor of a person convicted of a public entity crime: or
    2) An entity under the control of any natural person who is active in the

management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

__X__ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD
ORDINANCE NO. 94-34

The ENGINEER, as of the date of the execution of this Agreement:

__X__ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has convicted of a felony during the past ten (10) years.

8. DELINQUENT OF CURRENTLY DUE FEES OR TAXES
ORDINANCE NO. 95-178

Except for small purchase orders and sole source contracts, convention and your is development taxes, all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses taxes - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the ENGINEER been paid.

9. DOMESTIC VIOLENCE LEAVE

In compliance with Miami-Dade County Resolution Number 185-00, the ENGINEER certifies that its compliance with the Domestic Leave Ordinance No. 99-5; codified at 11A-60 et. Seq. of the Miami-Dade County Code, providing domestic violence leave to their employees. In addition, I understand that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

10. PAYMENTS TO COUNTY ARE NOT IN ARREARS
ORDINANCE NO. 99-162

In compliance with Miami-Dade County Ordinance Number 99-162, the ENGINEER is not in arrears on any payment under a contract, promissory note or other loan document with the COUNTY either directly or indirectly by which the ENGINEER has a controlling interest. In addition, I understand that failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

11. CODE OF BUSINESS ETHICS AFFIDAVIT
(ORDINANCE 01-96)
[DADE COUNTY CODE SEC. 2-8.1(i)]

The ENGINEER, as of the date of execution of this Agreement,

Has adopted a code of business ethics and will comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code

of Ethics Ordinance and the Miami-Dade County False Claims Ordinance.

Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

I have carefully read this entire seven page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this 19TH day of October, 2007, by Brenda J. Westhorp on behalf of

✓ Who is personally know to me
___ Who produced identification:

Type of Identification: N/A

Signature of Notary Public
State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA
Ana De Ford
Commission #DD568403
Expires: JUNE 26, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Affidavit

Print, type or stamp name of notary public

Ana De Ford, Office Manager
Legal Name & Title

Westhorp & Associates, Inc.

PROJECT NO.E06-SWM-01: DESIGN SERVICES FOR CELLS 3 AND 5
WESTHORP & ASSOCIATES, INC.
ATTACHMENT TO EXHIBIT "A" 2.4
SCHEDULE OF 2008 WAGE RATES

EMPLOYEE	TITLE	YEARLY WAGES	HOURLY WAGES	OVERTIME	HEALTHCARE BENEFITS	HEALTH/LIFE BENEFITS
Brenda J. Westhorp, PE	Principal/Project Manager	$187,000	$ 89.90	N/A	health/dental/life/disability	$625
Diana M. Santander, PE	Deputy Manager	$ 85,000	$ 40.87	N/A	health/dental/life/disability	$500
Naila Hosein, PE	Senior Project Engineer	$ 75,000	$ 36.06	N/A	health/dental/life/disability	$416
Samer Abdul Aziz	Staff Engineer	$ 50,000	$ 24.04	N/A	health/dental/life/disability	$236
Barton J. Fye, EI	Staff Engineer	$ 50,000	$ 24.04	N/A	health/dental/life/disability	$236
Ana De Ford	Project Assistant	$ 48,000	$ 23.08	N/A	health/dental/life/disability	$594

Dept. of Business Development
Project Worksheet

Project/Contract Title:	PROFESSIONAL CONSULTING ENGINEERING SERVICES (SIC 871)	**RC Date:**	12/20/2006
Project/Contract No:	E06-SWM-01	**Item No:**	1-01
Department:	SOLID WASTE MANAGEMENT	**Funding Source:**	VARIOUS
Estimated Cost of Project/Bid:	$3,900,000.00	**Resubmittal Date(s):**	
Description of Project/Bid:	TO ESTABLISH A CONTRACT TO EMPLOY A CONSULTANT TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE DESIGN OF A NEW LANDFILL CELL AT THE SOUTH DADE LANDFILL (CELL 5). ADDITIONALLY, THEY WILL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION PHASE SERVICES DURING THE CLOSURE CONSTRUCTION OF SOUTH DADE LANDFILL CELL 3 AND THE CONSTRUCTION AND CERTIFICATION OF THE SOUTH DADE LANDFILL (CELL 5).		

Contract Measure Recommendation

Measure	Program	Goal Percent
Goal	CBE	35.51%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V

Funding Sources: Future Solid Waste Disposal Notes/Bonds, Bond Anticipation Notes, and Solid Waste Revenue Bonds.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$395,070.00	10.13%	12
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	$799,890.00	20.51%	78
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	$189,930.00	4.87%	7
Total		$1,384,890.00	35.51%	

Living Wage: YES [ ] NO [X]

Responsible Wage: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ **Goal** 36% **Bid Preference** _____

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

Chairperson, Review Committee — 12-20-06 Date — County Manager — 1/8/07 Date

OBD/R0000n 20061019

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Memorandum

MIAMI-DADE COUNTY

Date: July 23, 2007

To: Roger Hernstadt, Director
Office of Capital Improvement

From: Penelope Townsley, Interim Director
Small Business Affairs / Department of Procurement Management

Subject: CBE Compliance Review
Project No. E06-SWM-01
Professional Consulting Engineering Services

Small Business Affairs, Department of Procurement Management (SBA/DPM) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE) Program for Architectural and Engineering Services. The contract measure established for this project is a 36% CBE sub-consultant goal.

The Office of Capital Improvements (OCI) has submitted proposals (subsequent to its first-tier meetings) from CH2M Hill, Inc. (#3), Camp, Dresser & McKee (#4), and Westhorp & Associates, Inc. (#6), for compliance review.

CH2M Hill, Inc. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants Milian, Swain & Associates, Inc. to perform Solid Waste Collection and Disposal Systems, General Civil Engineering, and Engineering Construction Management at 14%, Globex Engineering & Development, Inc. to perform Solid Waste Collection and Disposal Systems, Geotechnical & Materials Engineering Services, General Civil Engineering, and Engineering Construction Management also at 14%, Nadic Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services and General Civil Engineering at 5%, and Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 3%. CH2M has listed General Civil Engineering for three of its four subconsultants as an area that is being utilized to meet the CBE-A/E goal, despite the fact the scope of work for this project does not identify General Civil Engineering as being required. The Letters of Intent submitted were in agreement with the Schedule of Participation. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

Camp, Dresser & McKee (#4) submitted the required Schedule of Participation that listed CBE sub-consultants CES Consultants, Inc. to perform Geotechnical and Materials Engineering Services and Engineering Construction Management at 12%, Delta Surveyors, Inc. to perform Surveying and Mapping - Land Surveying at 6%, and ES Consultants, Inc. to perform Solid Waste Collection & Disposal Systems and Engineering Construction Management at 18%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Camp, Dresser & McKee is in compliance with the CBE Participation Provisions.

Westhorp & Associates, Inc. (#6) a certified CBE firm submitted the required Schedule of Participation that listed itself to perform Solid Waste Collection and Disposal Systems and Engineering Construction Management at 36%, satisfying the established CBE measures by utilizing its own forces. Westhorp & Associates, Inc. is in compliance with the CBE Participation Provisions.

Please note that this memorandum only addresses compliance with the Community Business Enterprise Participation Provisions and the established contract measure. The Office of Capital Improvements Construction Coordination is responsible for any other issues that may exist.

Should you have any questions or need additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

PT:vow

cc: Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBA
Miriam Singer. DPM
File

SOUTH MIAMI-DADE LANDFILL CELL 3 CLOSURE PROJECT # 5050321

DESCRIPTION: Close filled landfill cell including top and side slope liner installation, gas extraction, and landscaping per Federal Department of Environmental Protection regulations

LOCATION: 24000 SW 97 Ave
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Waste Disposal Operating Fund	0	0	765	290	0	0	0	0	1,055
Bond Anticipation Notes	348	0	0	0	0	0	0	0	348
Solid Waste System Rev. Bonds 1998	45	0	0	0	0	0	0	0	45
Solid Waste System Rev. Bonds Series 2001	3,194	0	0	0	0	0	0	0	3,194
Solid Waste System Revenue Bonds, Series 2005	6,708	0	0	0	0	0	0	0	6,708
TOTAL REVENUE:	10,295	0	765	290	0	0	0	0	11,350

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	550	0	0	0	0	0	0	0	550
Construction	1,673	4,437	3,660	277	0	0	0	0	10,047
Project Contingency	250	350	140	13	0	0	0	0	753
TOTAL EXPENDITURES:	2,473	4,787	3,800	290	0	0	0	0	11,350

SOUTH MIAMI-DADE LANDFILL CELL 4 CLOSURE PROJECT # 504370

DESCRIPTION: Close cell per Federal Department of Environmental Protection regulations

LOCATION: 24000 SW 97 Ave
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Waste Disposal Operating Fund	0	0	0	0	0	0	0	99	99
Future Solid Waste Disp. Notes/Bonds	0	0	0	0	0	0	0	13,301	13,301
TOTAL REVENUE:	0	0	0	0	0	0	0	13,400	13,400

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	0	0	0	0	0	0	0	1,400	1,400
Construction	0	0	0	0	0	0	0	11,300	11,300
Construction Contingency	0	0	0	0	0	0	0	700	700
TOTAL EXPENDITURES:	0	0	0	0	0	0	0	13,400	13,400

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UTH MIAMI-DADE HOME CHEMICAL COLLECTION CENTER PROJECT # 502730

CRIPTION: Construct a center for residents to dispose of home chemicals safely

LOCATION: 24000 SW 97 Ave
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: $244 DISTRICT(s) SERVED: 8, 9

VENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
e Disposal Operating Fund	295	30	0	0	0	0	0	0	325
TAL REVENUE:	295	30	0	0	0	0	0	0	325
PENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
nning and Design	90	0	0	0	0	0	0	0	90
nstruction	185	30	0	0	0	0	0	0	215
ed Contingency	20	0	0	0	0	0	0	0	20
TAL EXPENDITURES:	295	30	0	0	0	0	0	0	325

UTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION PROJECT # 505460

SCRIPTION: Construct cell per Florida Department of Environmental Protection regulations

LOCATION: 24000 SW 97 Ave
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: Minimal DISTRICT(s) SERVED: Countywide

EVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
ste Disposal Operating Fund	0	0	0	1,665	0	0	0	0	1,665
uilding Better Communities GOB Program	57	856	719	4,809	3,809	1,000	0	0	11,250
TAL REVENUE:	57	856	719	6,474	3,809	1,000	0	0	12,915
PENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
nning and Design	50	818	184	100	0	0	0	0	1,150
nstruction	0	0	470	6,030	3,545	920	0	0	10,965
nstruction Contingency	7	40	65	344	264	80	0	0	800
TAL EXPENDITURES:	57	858	719	6,474	3,809	1,000	0	0	12,915

BUDGET PROJECT 5050321

Project Title: 5050321-SOUTH MIAMI-DADE LANDFILL CELL 3 CLOSURE

Project Desc: Close filled landfill cell to comply with the FDEP requirements, including top and side slope liner installation, gas extraction, and landscaping

Project($$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	8/1/1994	9/30/2005	2,473	4,787	3,800	290	0	11,350
Revenue			10,295	0	765	290	0	11,350

Project Type: Capital | Update Type

CIIS Project Milestones ($ IN 000'S)

MileStone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Design	5/1/2007	9/30/2010	52	550	1,933	0	0	2,535
Construction	7/1/2007	9/30/2010	600	4,787	3,800	290	0	9,477
Total: 2			0	5,337	5,733	290	0	12,012

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Planning/Design	N/A	N/A	550	0	0	0	0	550
Construction	N/A	N/A	1,673	4,437	3,660	277	0	10,047
Project Contingency	N/A	N/A	250	350	140	13	0	753

CIIS Milestones | Add CEO Coded Site

EXIT

Current Contracts for Project 5050321

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
SW	E05-SWM-01	Professional Bond Engineering	$0.00	$800,000.00	$6,100,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$52,000.00	$0.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$550,000.00	$0.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$1,933,000.00	$0.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$0.00	$2,407,000.00	$4,900,000.00
		Total Allocated:	$2,535,000.00	$3,207,000.00	

Current Sites for Project 5050321

Site	Location
68915	24000 SW 97 Ave

34 45

BUDGET PROJECT 505480

Project Title: 505480-SOUTH MIAMI-DADE LANDFILL CELL 5 CONSTRUCTION

Project Desc: Construct landfill cell construction per FDEP regulations

Project($$ In 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	10/1/2014	9/30/2019	57	856	719	6,474	3,809	12,915
Revenue			57	856	719	6,474	3,809	12,915

Project Type: Capital Update Type

CIIS Project Milestones ($ IN 000'S)

MileStone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Preliminary Planning	1/3/2007	9/30/2007	0	0	0	0	0	0
Construction	8/1/2008	9/30/2011	0	2,840	6,336	2,400	0	11,576
Total: 2			0	2,840	6,336	2,400	0	11,576

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total
Planning/Design	N/A	N/A	50	816	184	100	0	1,150
Construction	N/A	N/A	0	0	470	6,030	3,545	10,965
Construction Continge	N/A	N/A	7	40	65	344	264	800

CIIS Milestones Add GEO Coded Site

EXIT

Current Contracts for Project 505480

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
SW	E05-SWM-01	Professional Bond Engineering	$0.00	$415,000.00	$6,100,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$0.00	$57,000.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$0.00	$425,000.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$0.00	$102,000.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$0.00	$856,000.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$0.00	$719,000.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$0.00	$824,000.00	$4,900,000.00
SW	E06-SWM-01	Design Services for Cell 3 and	$2,855,000.00	$0.00	$4,900,000.00
		Total Allocated:	$2,855,000.00	$3,398,000.00	

There are no SItes for Project 505480

McGriff, Bernard (OCI)

From: McGriff, Bernard (OCI)
Sent: Wednesday, November 14, 2007 10:23 AM
To: Arrazcaeta, Aleida (OCI); Lang, Ana (OCI)
Cc: Samuels, Faith (OCI); Navarrete, George (OCI)
Subject: PSA Contract Award; GOB project #14-70116; SWM Project E06-SWM-01

I have reviewed the Contract Award Recommendation for a Professional Services Agreement (PSA) between Westhorp & Associates, Inc. and Miami-Dade County Department of Solid Waste Management; Project No: E06-SWM-01; GOB 14-70116 for GOB funding concurrency. There is $57,000 allocated in Series 2005-07 GOB bonds according to the updated GOB database as noted below and $0 have been expended to date. The funding schedule for this project as shown in the GOB database indicates that $856,000 of additional GOB funds will be available from the sale of the next series bonds projected to be sold in 2007-08. The GOB funding schedule reflects that a total of $11,250,000 will be available in GOB funds through fiscal years 2011-12.

The value of the Contract Award Recommendation is $5,390,000 over a contract period of four (4) years. It is recommended that the Department of Solid Waste Management proceed with the Contract Award Recommendation based on the availability of sufficient funding in accordance with the GOB funding schedule.

Site #70116 Funding

Funding:	FY 2004-05	FY 2005-06:	FY 2006-07:	FY 2007-08:	FY 2008-09:	FY 2009-10:	FY 2010-11:	FY 2011-12:	FY 2012-13:	FY 2013-14:	FY 2014-15:	FY 2015-16:	FY 2016-17:	FY 2017-18:	FY 2018-19:	Total:
SERIES A	57,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	57,000
SERIES B	0	0	856,000	0	0	0	0	0	0	0	0	0	0	0	0	856,000
SERIES C	0	0	0	719,000	4,809,000	0	0	0	0	0	0	0	0	0	0	5,528,000
SERIES D	0	0	0	0	0	3,809,000	1,000,000	0	0	0	0	0	0	0	0	4,809,000
Funding Total: 4	57,000	0	856,000	719,000	4,809,000	3,809,000	1,000,000	0	0	0	0	0	0	0	0	11,250,000

Bernard McGriff, Office of Capital Improvements

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 10/17/2002 To: 10/17/2007

FIRM NAME: WESTHORP & ASSOCIATES, INC.
9499 NE 2nd Ave, Suite 207
Miami Shores, FL 33138

PRIMES

PROJECT NO.	CONTRACT	DEPT	MEASURE	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-SP-2004.039 P1	1	SP	NO MEASURE	05/27/2005	$50,000	$28,328	$0		
PH 2 DREDGING MONITORING									
					$50,000				
EDP-CO-SR-10	1	CO	NO MEASURE	10/06/2005	$15,000	$3,520	$0		
CAPITAL IMPROVEMENTS PRESENTATION									
					$15,000				
EDP-SW-SR-06T008	1	SW	NO MEASURE	08/28/2006	$19,000	$15,164	$0		* HARDESTY & HANOVER LLP - $5,056.00
PALM SPRINGS NORTH - NEW GUARDHOUSE									* M. E. P. ENGINEERING, CORP. - $3,200.00
					$19,000				
EDP-SW-07S009	1	SW	NO MEASURE	03/24/2007	$50,000	$0	$0		
FEASIBILITY STUDY FOR S. DADE LANDFILL CELL 6									
					$50,000				

Total Award Amount	$134,000
Total Change Orders Approved by BCC	$0
	$134,000
Total Change Orders Approved After Requested Date Range	$0
Total Change Orders Pending	$0
	$134,000

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Find Contracts With Specific Status

Status View | Exit | Projects | Goto Bottom

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 650807883

WESTHORP & ASSOCIATES, INC.

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
8	SW	E08-SWM-01	Design Services for Cell 3 and	23707 SW 97 Avenue Miami, FL	N/A	$4,900,000		0% / N/A
0	CQ	EDP: EDP-CICC-SR-10	CAPITAL IMPROVEMENTS PRESENTATION		N/A	$0		0% / N/A
0	SP	EDP: EDP-SP-2004.039 P1	PH 2 DREDGING MONITORING		N/A	$0		0% / N/A
0	SW	EDP: EDP-SW-07S009	FEASIBILITY STUDY FOR S. DADE LANDFILL CELL 6		N/A	$0		0% / N/A
0	SW	EDP: EDP-SW-SR-06T008	PALM SPRINGS NORTH - NEW GUARDHOUSE		N/A	$0		0% / N/A
				Totals:	5	$4,900,000		

* Contracts with Green Name are PSA Agreements
Yellow Status=Inactive Contract

Status View | Exit | Projects | Goto Top

41 49

EXIT

A[redacted] Departm[redacted]nt[redacted] Find Project With Search String [redacted]



Capital Improvements Information System

EDP Projects Report

Dept	Project	Title	Firm	PPE Cir	Date	Contact	Amount
CQ	EDP-CICC-SR-10	CAPITAL IMPROVEMENTS PRESENTATION	WESTHORP & ASSOCIATES, INC.		10/6/2005	Art Tillberg	$15,000
SP	EDP-SP-2004.039 P1	PH 2 DREDGING MONITORING	WESTHORP & ASSOCIATES, INC.		6/27/2005	Becky Hope	$50,000
SW	EDP-SW-07S009	FEASIBILITY STUDY FOR S. DADE LANDFILL CELL 6	WESTHORP & ASSOCIATES, INC.		3/24/2007	Anne Webber	$50,000
SW	EDP-SW-SR-06T008	PALM SPRINGS NORTH - NEW GUARDHOUSE	WESTHORP & ASSOCIATES, INC.		8/28/2006	Anne E. Webber	$19,000
				Totals: 4			$134,000

EXIT

42 50