

Memorandum



Date: June 2, 2021

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

Agenda Item No. 8(M)(1)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-557-21

Subject: Resolution Approving Option to Renew for Professional Bond Engineering Services, Contract No. E17-DSWM-01 between Arcadis U.S., Inc. and Miami-Dade County

Recommendation

The attached option to renew for Professional Bond Engineering Services, between Arcadis U.S., Inc. and Miami-Dade County (the "County"), exercising the two (2) year option to renew, has been prepared by the Department of Solid Waste Management ("DSWM") and is recommended for approval by the Board of County Commissioners ("Board") pursuant to Section 2-8.1 of the Code of Miami-Dade County (the "Code") and Implementing Order No. 3-38.

Background

On June 5, 2018, the Board adopted Resolution No. R-603-18, which awarded Professional Bond Engineering Services, Contract No. E17-DSWM-01, to Arcadis U.S., Inc. to implement bond engineering services for DSWM. The scope of services provides Bond Engineer services on behalf of the solid waste system revenue bondholders, pursuant to Ordinance No. 96-168 (the "Bond Ordinance"). The scope of work of the Bond Engineer encompasses the provision of services, analyses, and certifications associated with the operation and maintenance of the County's solid waste system (the "System"), as set forth in:

1. Sections 208, 503, 605, 607, 612, and 619 of the Bond Ordinance.
2. The Comprehensive Landfill Closure Plan ("CLCP").
3. The Resources Recovery Facility ("RRF") Operations and Management Agreement ("RRFA") between Covanta Dade Renewable Energy, Ltd. ("Covanta") and the County.

The Bond Engineer provides a scope of services that encompasses but is not limited to the following:

- Certify the adequacy of System revenues to back the issuance of any additional System bonds (Section 208).
- Approve plans for improvements to the System and operation and maintenance of such improvements (Section 605).
- Annual evaluation of rates and charges collected by the System, and recommendation of revision of rates and charges and monies to be allocated monthly to the Renewal and Replacement Fund (Section 607).

- Inspect each facility in the System, including the RRF, and assess and document their condition and recommend repairs, replacement, and improvements (Section 607).
- Review private Waste Facility Disposal permits for approval and evaluate the competition they would impose on the System (Section 612).
- Oversee the disposition of System property and use of proceeds delivered therefrom (Section 619).
- Oversee disbursements for remediation of former landfill sites owned by municipalities, subject to conformance with the particular CLCP agreements (Resolution No. R-942-15).
- Assist County personnel in overseeing and evaluating facility compliance with contractual requirements, provide technical expertise and evaluation of the RRF's components, review and render an opinion on proposed capital improvements or modifications to the facility, and provide continuous surveillance of the physical condition and operational status of the facility as required by the RRFA.
- Perform all other services required by the Bond Ordinance, CLCP, and RRFA.
- Perform any supportive ancillary tasks to the primary scope of services.

Additionally, the Bond Engineer specifically provides, at the least, the following tasks/deliverables:

- Annual Utility Services Fee Reimbursable Cost Allocation Analysis
- Miami-Dade Resources Recovery Facility Operations Monitoring
- Miami-Dade Resources Recovery Facility Annual Report
- Solid Waste System Annual Report
- Landfill Closure and Long-Term Care Cost Estimate Annual Report
- Landfill Capacity Annual Report
- Munisport Landfill Closure Grant Recordkeeping Review
- Munisport Landfill Closure Oversight and Draw Request Payments
- Review of Regulatory and Economic Resources Permit Applications and Municipal Annexation Requests

- Determine the appropriateness of Rates and Charges and Renewal and Replacement Budget Amount
- Virginia Key Landfill Closure Upgrade and Groundwater Remediation Project Oversight
- Refunding Revenue Bonds Report
- Other miscellaneous consulting and planning services
- And other services required by the Bond Ordinance

Contract No. E17-DSWM-01 contains a contract period of (1825 days) inclusive of one initial three-year term with one option to renew for an additional two-year period (730 days) and a contract contingency period of (183 days).

Resolution No. R-603-18 further authorizes the County Mayor or County Mayor’s designee to exercise all rights within, including the option of renewing with Arcadis U.S., Inc., at the sole discretion of the Board.

Accordingly, it is the County’s best interest to approve the option to renew for an additional two-year period which will provide continuity of services from Arcadis U.S., Inc. that is well versed with the requirements of a Bond Engineer that is vital to DSWM’s compliance with the Bond Ordinance.

Scope

The impact of this item is countywide.

Fiscal Impact / Funding Source

Contract No. E17-DSWM-01 was approved for a total contract amount of \$5,655,600.00. This amount includes a base estimate of \$3,156,000.00, contingency allowance of \$315,600.00 and an option to extend of \$2,184,000.00.

As such, there is no monetary fiscal impact for this option to renew.

Department	Original Allocation	Additional Allocation	Funding Source	Contract Manager
DSWM	\$5,655,600.00	N/A	Solid Waste Proprietary Funds	Karina Careaga
DSWM				
Total		\$5,655,600.00		

Track Record / Monitor

Karina Careaga of DSWM is the Procurement Contracting Manager, Ravi Kadambala, Division Director, is the Project Manager.

Delegated Authority

The County Mayor or County Mayor's designee will have the authority to execute and implement this option to renew, including all provisions contained therein, pursuant to Section 2-8.1 of the Code and Implementing Order No. 3-38.

Awarded Vendor

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Arcadis U.S Inc.	630 Plaza Drive Suite 200 Highlands Ranch CO 80129	1000 NW 57th Court, Suite 770 Miami, FL 33126	5,342 1) 14 2) 0.26%	Leah Torres

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

Due Diligence

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

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- Small Business Enterprise/Architecture and Engineering measures do not apply.
- The Living Wage Ordinance does not apply.

DEPARTMENT OF
SOLID WASTE MANAGEMENT

FINANCIAL CONCURRENCE:



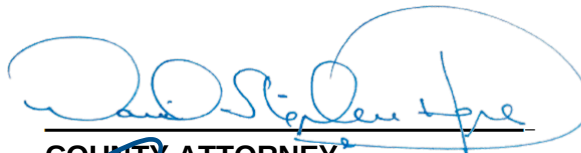
ASSISTANT DIRECTOR OF
ADMINISTRATION, DSWM

2021/03/16
DATE

INDEX CODE(S):

SWED0RROPER0

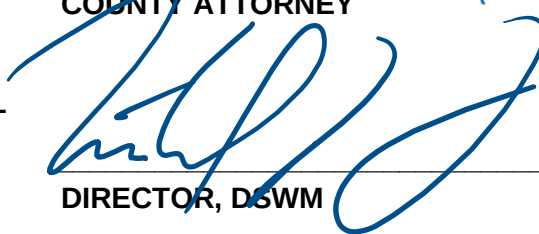
APPROVED AS TO
LEGAL
SUFFICIENCY:



COUNTY ATTORNEY

03/16/21
DATE

DEPARTMENT OF
SOLID WASTE MANAGEMENT
CONCURRENCE:



DIRECTOR, DSWM

3/24/21
DATE

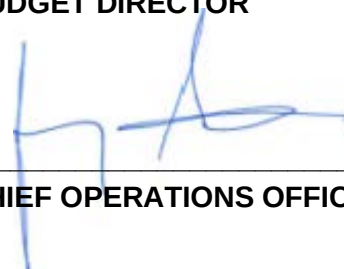
BUDGET
APPROVAL
FUNDS AVAILABLE:



BUDGET DIRECTOR

3/26/2021
DATE

APPROVED PURSUANT
TO SECTION 2-8.1 OF
THE CODE:



CHIEF OPERATIONS OFFICER

3/29/2021
DATE

CLERK:

DATE

Memorandum



Date: June 5, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(M)(1)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Resolution No. R-603-18

Subject: Award Recommendation for Professional Services Agreement with Arcadis U.S.,
Inc. for Professional Bond Engineering Services – Project/Contract No.
E17-DSWM-01

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding the attached Professional Services Agreement (PSA) for Professional Bond Engineering Services for the Department of Solid Waste Management (DSWM) with Arcadis U.S., Inc. The total compensation amount is \$5,655,600.00 with a total contract term of three (3) years and one (1) two (2) year option-to-renew.

DELEGATION OF AUTHORITY

The authority of the County Mayor or the County Mayor's designee to execute and exercise certain provisions of this contract is consistent with those authorities granted under the Code of Miami-Dade County. The exercise of the renewal term shall be at the sole discretion of the Board.

SCOPE

Project Name: Professional Bond Engineering Services

Project/

Contract No: E17-DSWM-01

Project

Description:

The Bond Engineer shall act on behalf of the Solid Waste System Revenue Bond holders, pursuant to Ordinance No. 96-168 (Bond Ordinance). The scope of work of the Bond Engineer encompasses provision of services, analyses and certifications associated with the operation and maintenance of the County Solid Waste System (System), as set forth in Bond Ordinance No. 96-168, Sections 208, 503, 605, 607, 612, 619, the Comprehensive Landfill Closure Plan (CLCP), and the Resources Recovery Facility (RRF) Operations and Management Agreement (RRFA) between Covanta Dade Renewable Energy, Ltd. (Covanta) and the County. The Bond Engineer shall provide a scope of services which encompasses, but is not limited to the following:

- Certify the adequacy of System revenues to back the issuance of any additional System bonds (Sect. 208)
- Approve plans for improvements to the System and for operation and maintenance of such improvements (Sect. 605)
- Annual evaluation of rates and charges collected by the System, and recommendation of revision of rates and charges and of moneys to be allocated monthly to the Renewal and Replacement Fund (Sect. 607)

- Inspect each facility in the System, including the RRF, and assess and document their condition and recommend repairs, replacement, and improvements (Sect. 607)
- Review private Waste Facility Disposal permits for approval and evaluate the competition they would impose on the System (Sect. 612)
- Oversee the disposition of System property and use of proceeds delivered therefrom (Sect. 619)
- Oversee disbursements for remediation of former landfill sites owned by municipalities, subject to conformance with the particular CLCP agreements (Resolution No. R-942-15)
- Assist County personnel in overseeing and evaluating facility compliance with contractual requirements, provide technical expertise and evaluation of the RRF's components, review and render an opinion on proposed capital improvements or modifications to the facility and provide continuous surveillance of the physical condition and operational status of the facility as required by the RRFA
- Perform all other services required by the Bond Ordinance, the CLCP, and the RRFA
- Perform any supportive ancillary tasks to the primary scope of services

Additionally, the Bond Engineer shall specifically provide, at the least, the following tasks/deliverables:

- Annual Utility Services Fee Reimbursable Cost Allocation Analysis
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- Landfill Capacity Annual Report
- Munisport Landfill Closure Grant Recordkeeping Review
- Munisport Landfill Closure Oversight and Draw Request Payments
- Review of Regulatory and Economic Resources (RER) Permit Applications and Municipal Annexation Requests
- Determine appropriateness of Rates and Charges and of Renewal and Replacement Budget Amount
- Virginia Key Landfill Closure Upgrade and Groundwater Remediation Project Oversight
- Refunding Revenue Bonds Report
- Other miscellaneous consulting and planning services
- And other services required by the Bond Ordinance

Project
Location:

Countywide

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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Project Sites:	SITE # 76890	LOCATION Solid Waste Management Non-Capital Project	DIST 30	ESTIMATE \$5,655,600.00
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Primary Commission District: Various Districts

Approval Path: Board of County Commissioners

ISD A & E Project No.: E17-DSWM-01

Using Department: Department of Solid Waste Management

Managing Department: Department of Solid Waste Management

FISCAL IMPACT/FUNDING SOURCE

Funding Source: Funding for services rendered under this PSA will be drawn from Solid Waste Proprietary funds.

PTP Funding: No

GOB Funding: No

ARRA Funding: No

Capital Budget Project:	BUDGET	AWARD ESTIMATE
	Capital Budget Project # - Description	
	999999999 – Non-Capital Projects	\$ 4,410,600.00
	Book Page: Operating Revenues (Technical Services; Landfill Facilities Operations, Transfer Stations, Resources Recovery), Accounting, Planning, Funding Year: 2016-2021 and prior years	
	5010690: Munisport Landfill Closure Grant Adopted Budget FY16/17 Page: 40, Funding Year: 2016-2021 and prior years	\$ 530,000.00
	508640: Resources Recovery – Capital Improvements Adopted Budget FY16/17 Page: 37, Funding Year: 2016-2018 and prior years	\$ 40,000.00
	606610: Virginia Key Landfill Study and Closure Grant Adopted Budget FY16/17 Page: 39, Funding Year: 2016-2019 and prior years	\$ 675,000.00
	Total:	\$ 5,655,600.00

Project Technical Certification Requirements:	Type Prime Other	Code 7.00 19.07	Description Solid Waste Collection and Disposal Value Analysis and Life-Cycle Costing – Systems Solid Waste Collections and Disposal Systems
Sustainable Buildings Ordinance (I.O. NO. 8-8):	Does this project qualify for compliance with the Sustainable Building Ordinance: NA		
Number Of Proposals Received:	Two (2)		
Contract Period:	1825 Days (Five Years). One initial three-year term, with one option to renew for an additional two-years.		
Contingency Period:	183 days (10% of the original agreement duration rounded to the next whole number)		
IG Fee Included In Base Contract:	Yes		
Art In Public Places:	No		
Base Estimate:	\$ 3,156,000.00		
Option to Extend:	AMOUNT \$ 2,184,000.00	DAYS 730 days	EXTENTION COMMENT Two-year option to renew
Contingency Allowance (Section 2-8.1 Miami-Dade Code):	TYPE PSA	PERCENT 10%	AMOUNT \$315,600.00
Total Dedicated Allowance:	N/A		
Total Amount:	\$ 5,655,600.00		

Vendor Recommended for Award

Awardee	Principal Address	Address of Branch Offices or Headquarters in Miami-Dade*	Number of Employees	Principal
			1)Miami-Dade 2)Percentage*	
Arcadis U.S Inc.	630 Plaza Drive, Highlands Ranch, CO 80129	201 S. Biscayne Blvd., Suite 2845 Miami, FL 33131	4782	Leah Torres
			1) 5 2) 0.10%	

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

TRACK RECORD/MONITOR

Due Diligence: Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development (SBD) database for convicted vendors, debarred vendors, delinquent contractors, scrutinized vendors, goal deficit, suspended vendors, as well as federal excluded parties list. ISD's Capital Improvement Information System database contains 41 evaluations for Arcadis U.S., Inc. with an overall 3.9 rating out of a possible 4.0. (See Exhibit 1, attached)

SBD History Of Violations:

No violations were found on record.

Explanation:

The Selection Committee met on March 14, 2018, to evaluate the experience and qualifications of all responsive proposers. The two proposals received were ranked and scored utilizing the evaluation criteria outlined in the solicitation. Based on this process, Arcadis U.S. Inc. was ranked number one and recommended for award. Using their professional judgment, the Selection Committee deemed that the information provided in the proposal was sufficient to determine the qualification of the teams. As a result, by majority vote, the Selection Committee decided to forgo the Second Tier proceedings, which are oral presentations.

Submittal Date: November 17, 2017

Estimated Notice To Proceed: July 26, 2018

Company Qualifier: Leah Torres

Company Email Address: leah.torres@arcadis.com

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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Years in Business: 25 Years

Previous Contracts With the County In the Last Five Years: According to the Firm History Report as provided by the Small Business Development Division (SBD), Arcadis U.S. Inc. has been awarded nine (9) contacts during the last five years. (See Exhibit 2, attached)

Subconsultants: NA

Minimum Qualifications Exceed Legal Requirements: Yes, the prime consultant shall have the following expertise:
(1) A minimum of three years of engineering experience in the field of municipal solid waste management (technical certification category 7.00), including waste-to-energy.
(2) A minimum of three years of experience performing bond engineering services for comparable sized (incinerating in excess of 200,000 tons of waste per year) solid waste facilities.

Review Committee: **MEETING DATE:** N/A **SIGNOFF DATE:** 6/19/17
(See Exhibit 3, attached)

Applicable Wages: N/A
(Resolution No. R-54-10)

Review Committee Assigned Contract Measures: No Measures

Mandatory Clearing House: N/A

Contract Manager: Olga Espinosa-Anderson
Phone: (305) 514-6730
Email: oe1@miamidade.gov

Project Manager: German Hernandez
Phone: (305) 514-6672
Email: germanh@miamidade.gov

Background:

On July 25th of 2018, the current Professional Services Agreement (PSA) Contract No. E11-PWWM-01 between Arcadis U.S., Inc. (Arcadis) and Miami-Dade County for provision of Bond Engineering Services, pursuant to Ordinance No. 96-168 (Bond Ordinance), will expire. Contract No. E11-PWWM-01 was approved by Resolution No. R-475-13 and extended by Resolution No. R-482-16, until July 25, 2018.

The Bond Ordinance requires that, as long as bonds are outstanding, the County must employ a nationally recognized, independent consultant (Bond Engineer) to provide certain services, analyses, and certifications associated with the operation and maintenance of the System. The 2015 Series of Miami-Dade County Solid Waste System Revenue Bonds have a final maturity date of October 01, 2030.

The Solid Waste System comprises (a) the County's solid waste collection and disposal facilities, all buildings, fixtures, equipment and all property, owned, leased, operated or used by the County in conducting and operating its solid waste collection and disposal facilities and providing services of collecting and disposing of solid waste and (b) contracts entered into by the County for the collection, transportation, storage, treatment, disposal and recycling of solid waste.

Resolution No. R-942-15 approved a list of landfill closure projects eligible for funding through the DSWM and created the framework by which the CLCP could be developed or entered into with certain cities to remediate city-owned former landfill sites under a Comprehensive Landfill Closure Plan. The County has entered into an agreement with several cities to remediate former landfill sites.

The RRF is of high significance and is among the largest and most complex facilities of its kind. The County has entered into a long-term RRFA with Covanta to operate and maintain the facility until the year 2023, with mutual renewal options to the year 2043.

BUDGET APPROVAL
FOR
AVAILABILITY OF
FUNDS:


COMB DIRECTOR

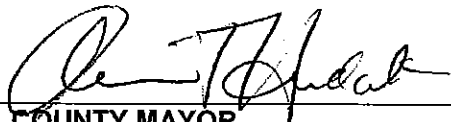
4/9/18
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY

DATE

APPROVED:


COUNTY MAYOR

4/20/18
DATE

CLERK DATE:

DATE

BCC DATE:

DATE

Department of Solid Waste Management
Procurement and Contracts Management Division
Due Diligence Check-List

Date Checked: March 22, 2018

Staff's Name: Frances Perez

Vendor Name: Arcadis U.S., Inc.

Contract Number: E17-DSWM-01
Bond Engineering Services
Exhibit 1

Check Box	Report Type	Website Checked
X	SBD Reports	http://www.miamidade.gov/smallbusiness/business-development-reports.asp
X	SBD History of Violations	http://www.miamidade.gov/smallbusiness/library/reports/history-of-violations.pdf
X	FI Convicted Vendor List	http://dms.mvflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list
X	Debarred Contractors	http://www.miamidade.gov/smallbusiness/library/reports/debarment.pdf
X	Delinquent Contractors	http://w85lap.miamidade.gov/AR/menu_1_0.do
X	Goal Deficit Make-Up Report	http://www.miamidade.gov/smallbusiness/library/reports/goal-deficit.pdf
X	Suspended Contractors	http://egvsys.miamidade.gov:1608/WWW/SERV/ggv/bnzawbpc.dia
X	FI Suspended Contractors	http://dms.mvflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/suspended_vendor_list
X	System for Award Management	https://www.sam.gov/portal/SAM/#1
X	Scrutinized Companies	https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_06_14_Web_Update_Prohibited_List.pdf?ver=2017-06-14-111947-243
X	SBD Certified Firms	http://www.miamidade.gov/smallbusiness/library/reports/certify-sbe-by-firms.pdf
X	State of FL Corp (Sun-Biz)	http://www.sunbiz.org/search.html

Construction (In Addition to All Above)

Check Box	Report Type	Website Checked
N/A	CIIS Watch/Suspended Status	http://intra.miamidade.gov/CIIS/firmTableContractorFileReport.asp?SelType=MCC

Note: Please review all the above websites, as applicable, and place a check in the Check Box to indicate that the vendor is in compliance. If the vendor is not in compliance, please advise Olga Espinosa-Anderson and do not award to that vendor.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
ARCADIS U.S., INC.

Filing Information

Document Number F98000001104
FEI/EIN Number 57-0373224
Date Filed 02/26/1998
State DE
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 01/04/2007
Event Effective Date NONE

Principal Address

630 PLAZA DRIVE
HIGHLANDS RANCH, CO 80129

Changed: 05/04/2016

Mailing Address

ATTN: KIM LASNICKI
110 West Fayette St.
Suite 300
SYRACUSE, NY 13202

Changed: 04/30/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title VP/FIN OFF

TAYLOR, STEVE
630 PLAZA DRIVE
HIGHLANDS RANCH, CO 80129

Title Assistant Secretary

Espinosa-Anderson, Olga (DSWM)

From: Perez, Frances (DSWM)
Sent: Thursday, March 22, 2018 12:16 PM
To: Espinosa-Anderson, Olga (DSWM)
Subject: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

The screenshot shows the Florida Department of Management Services website. The navigation bar includes links for Business Operations, Workforce Operations, Agency Administration, Other Programs, and About Us. A search bar is located on the left. The main content area displays the path: Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > Convicted / Suspended / Discriminatory / Complaints Vendor Lists > Convicted Vendor List. Below this, the title "Convicted Vendor List" is shown. A paragraph explains that Section 287.133(3)(g), Florida Statutes, requires the Department to maintain a list of disqualified vendors. A table follows, listing vendors with their names, suspension dates, expiration dates, agencies of origin, and links to their final orders.

Vendor Name	Date Suspended	Expiration Date	Agency of Origin	Final Order
Hialeah Transport, LLC	09/30/16	09/30/19	Miami-Dade County	Convicted Vendor - Hialeah Transport, LLC (17887.19 KB)
Amancio Alonso	09/30/16	09/30/19	Miami-Dade County	Convicted Vendor - Amancio Alonso (17887.07 KB)
Tracy J. Hoffman	01/22/18	01/22/21	DOT	Convicted Vendor - Tracy J. Hoffman (17753.24 KB)
Gator Signage and Striping, LLC	01/22/18	01/22/21	DOT	Convicted Vendor - Gator Signage and Striping, LLC (17753.24 KB)

Thank you

Frances M. Pérez

Procurement & Contracts Management Division
Miami-Dade County - Department of Solid Waste Management
 2525 N.W. 62 Street, 5th Floor, Miami, FL 33147
 Phone: (305) 514-6613
Frances.Perez@miamidadegov

miamidadegov

"Delivering Excellence Every Day"

"To provide our customers with exceptional waste collection, recycling and disposal services that protect, preserve and improve our environment and the quality of life in our community." (Department Mission)



For the green

Please consider the environment before printing this e-mail.



Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure.

Espinosa-Anderson, Olga (DSWM)

From: Perez, Frances (DSWM)
Sent: Thursday, March 22, 2018 12:13 PM
To: Espinosa-Anderson, Olga (DSWM)
Subject: <http://www.miamidade.gov/smallbusiness/library/reports/debarment.pdf>

<http://www.miamidade.gov/smallbusiness/library/reports/debarment.pdf>

[illegible]

Thank you

Frances M. Pérez
Procurement & Contracts Management Division
Miami-Dade County - Department of Solid Waste Management
 2525 N.W. 62 Street, 5th Floor, Miami, FL 33147
 Phone: (305) 514-6613
Frances.Perez@miamidadegov

miamidade.gov 
"Delivering Excellence Every Day"

"To provide our customers with exceptional waste collection, recycling and disposal services that protect, preserve and improve our environment and the quality of life in our community." (Department Mission)



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Espinosa-Anderson, Olga (DSWM)

From: Perez, Frances (DSWM)
Sent: Thursday, March 22, 2018 12:11 PM
To: Espinosa-Anderson, Olga (DSWM)
Subject: If needed - SUBCONTRACTOR/SUPPLIER LISTING AND PAYMENTS COMPLIANCE REPORT

<http://www.miamidade.gov/smallbusiness/library/reports/subcontractors-compliance.pdf>

SUBCONTRACTOR/SUPPLIER LISTING AND PAYMENTS COMPLIANCE

In accordance with Sections 2-8.1, 2.8.8 and 10.34 of the Miami-Dade County Code, an entity contracting with the County shall disclose the ethnic origin of the owners and employees of all first tier subcontractors; additionally, the value of each subcontract and the amount paid to the subcontractor must be submitted to the County. All information must be submitted as a condition of final payment by Miami-Dade County.

This report includes the compliance status of applicable contracts awarded by Miami-Dade County. Applicable Contracts not identified as "IN COMPLIANCE" or not listed on this report may not be approved for final payment by the County.

For more information please contact Shanise Harris at 305-375-3152 or via email at smcinty@miamidade.gov.

CONTRACTOR	DEPT	CONTRACT NUMBER	SUB/SUPPLIER SUBCONTRACTOR LISTING	PAYMENTS	IN COMPLIANCE
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ANIXTER, INC.	ET	FB-00386	NA		
ANTHONY BRUNSON, P.A.	ID	RFP-00522	NA		
ANZAC CONTRACTORS, INC.	PW	20140142 (7360)	NA		
AON CONSULTING, INC.	ID	RFP834	NA		
APRICOT OFFICE INTERIORS, INC.	ID	WOPR1072-7	NA	NA	NA
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.	PE	E14-RER-03			
AQUATIC WEEK HARVESTER BOATS	PW	FB-00461	NA	NA	NA
AQUILA FITNESS CONSULTING SYSTEMS LTD, INC	ID	RFP873	NA	NA	NA
ARAMARK UNIFORM & CAREER APPAREL, LLC	XX	9787-0/20	NA	NA	NA
ARCADIS U.S., INC.	SW	E11-PWWM-01			
ARCADIS U.S., INC.	PE	E14-RER-03			
ARCADIS U.S., INC.	SP	E14-SEA-01R			
ARCADIS U.S., INC.	WS	E15-WASD-14	X		
ARCHER WESTERN CONSTRUCTION, LLC	PW	RPQ NO. 20140081			
ARDAMAN & ASSOCIATES, INC.	PW	E12-PWWM-02	NA	NA	NA
ARELLANO CONSTRUCTION CO.	PHT	RFP 15-13736-TC (A) (CM)			
ARISEN CONSTRUCTION, INC.	MT	RPQ NO. 256440			
ARISEN CONSTRUCTION, INC.	WS	RPQ NO. 256440			
ARQUITECTONICA INTERNATIONAL CORPORATION	WS	RPQ NO. 256440			
ARQUITECTONICA INTERNATIONAL CORPORATION	WS	RPQ NO. 256440			

Thank you

Frances M. Pérez

Procurement & Contracts Management Division
 Miami-Dade County - Department of Solid Waste Management
 2525 N.W. 62 Street, 5th Floor, Miami, FL 33147
 Phone: (305) 514-6613
Frances.Perez@miamidade.gov

miamidade.gov

Espinosa-Anderson, Olga (DSWM)

From: Perez, Frances (DSWM)
Sent: Thursday, March 22, 2018 12:35 PM
To: Espinosa-Anderson, Olga (DSWM)
Subject: Arcadis

Not SBE

Not on the Scrutinized Companies:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_06_14_Web_Update_Prohibited_List.pdf?ver=2017-06-14-111947-243

Not record of exclusion on: System for Award Management: <https://www.sam.gov/portal/SAM/#1#1>

The screenshot shows the SAM.gov search interface. At the top, the search terms are 'arcadis u.s. inc.'. Below the search bar, there are buttons for 'Clear Search', 'Save PDF', 'Export Results', and 'Print'. The results section indicates 'TOTAL RECORDS: 0' and 'Result page 0 of 0'. It also shows 'Sort by: Modified Date' and 'Order by: Descending'. A 'FILTER RESULTS' section on the left allows filtering by 'Record Status' (Active, Inactive) and 'Record Type' (Entity Registration, Exclusion). The main content area states 'No records found for current search'. At the bottom, there is a GSA logo, the text 'IBM v1 P.10.20180316-1100', and a list of links: 'Search Records', 'Data Access', 'Check Status', 'About', and 'Help'.

Thank you

Frances M. Pérez

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miamidade.gov

"Delivering Excellence Every Day"

Espinosa-Anderson, Olga (DSWM)

From: Perez, Frances (DSWM)
Sent: Thursday, March 22, 2018 12:17 PM
To: Espinosa-Anderson, Olga (DSWM)
Subject: <http://www.miamidade.gov/smallbusiness/library/reports/goal-deficit.pdf>

<http://www.miamidade.gov/smallbusiness/library/reports/goal-deficit.pdf>

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
SMALL BUSINESS DEVELOPMENT
GOAL DEFICIT MAKE-UP REPORT as of March 1, 2018

This report list firms that DID NOT fulfill a small business goal on a contract and want make up double the value of the small business goal deficit on an bidding or future contracts. To address the deficit, these firms are required to submit a make-up plan as part of any future bid or proposal for future County contract with the goal deficit required/achieved.

For ANY new bid/proposal, the following firms must submit a Make-Up Plan and corresponding Schedule of Intent Affidavit (SOI) or Letter of Agreement (SBD Form 305, 400 or 504), as appropriate, addressing ALL or a PORTION of the Make-up Balance Amount listed. If a firm fails to include the SOI with any new bid/proposal it will result in the bid/proposal being deemed NONRESPONSIVE. This requirement does not apply to contracts with a 100% pre-qualifier.

FIRM NAME	DATE	MAKE-UP BALANCE
A Green World Contracting		50,000.00
ACT Systems Inc.		58,600.00
Ampe Organization, Inc.		115,979.76
Adventure Environmental		4,072.72
Arjona Construction, Inc.		14,254.00
Bullens, Inc.		30,154.04
CEB Construction, Inc.		68,829.34
Creative Technical Systems, Inc.		58,919.08
DMCA Environmental, Inc.		13,400.00
Doko Electric, Inc.	1/19/2018	15-13814-E (\$1015018)
Enviro Construction, Inc.	6/6/2016	RPQ No. T2197
Enviro Construction, Inc.	3/17/2014	0006-041026-R (7380)
Enviro Construction, Inc.	1/17/2003	W-799R
Enviro Construction, Inc.	10/26/2017	RPQ No. T2230
Enviro Construction, Inc.	10/21/2006	MIA 737H
Enviro Construction of South Florida, Inc.	3/3/2009	PG650705361 ADD136
Enviro Construction, Inc.	8/14/2014	RPQ No. T147004

Page 1 of 3

Thank you

Frances M. Pérez

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 Frances.Perez@miamidade.gov

miamidade.gov

"Delivering Excellence Every Day"

"To provide our customers with exceptional waste collection, recycling and disposal services that protect, preserve and improve our environment and the quality of life in our community." (Department Mission)



Please consider the environment before printing this e-mail.



Espinosa-Anderson, Olga (DSWM)

From: Perez, Frances (DSWM)
Sent: Thursday, March 22, 2018 12:40 PM
To: Espinosa-Anderson, Olga (DSWM)
Subject: Arcadis - Not a suspended vendor

suspended Vendor List / X

Secure | https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_com...

Business Operations Workforce Operations Agency Administration Other Programs About Us

Search Search

Search Current Location Only

State Purchasing

State Contracts and Agreements

Office of Supplier Diversity

Vendor Information

Vendor Resources

Documents, Forms

References & Resources

Insurance Coverage Program

Florida Emergency Networks

Contact Us

State Purchasing Website

Feedback

Return to Business Operations

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > Convicted / Suspended / Discriminatory / Complaints Vendor Lists > Suspended Vendor List

Suspended Vendor List

The following vendors have been removed from the Vendor List pursuant to Rule 60A-1.006, F.A.C.

Vendor Number	Vendor Name/Address	Date Suspended	Agency	Notice of Default
F351778878001	2008 W. Lincoln Highway, Suite 400 Merrillville, IN 46410-5337	12-02-1998		
F581209815001	AAE Office Machines & Supplies 553 2nd Avenue Daytona Beach, FL 32114-3174			
F720825843001	Abnet's Set 2640 Hodges Street Lake Charles, LA 70601-7312			
F850750100	Answerthink 1001 Brickell Bay Drive, Suite 3000 Miami, FL 33131			
XXXXXX9444001	B.A.S. Supplies 502 NW 57th Street #243 Gainesville, FL 32607-1808			
F221901316001	Borl Enterprises 463 Main Street Crosswicks, NJ 08515			
60-0738547	Building Maintenance of America dba Florida Building and Maintenance 333 North Falkenburg Road, #A117 Tampa, FL 33619	07-02-2014	DMS	Notice of Default: 60-0738547 (1) 575.81 KB
F381263910001	Canton China & Equipment Co. 6309 Mack Avenue Detroit, MI 48207-2399			
XXXXXX6961	CEC PC Consulting 22846 Cypress Trail Drive Lutz, FL 33549	03-18-2005	DMS	
F501779929001	Columbia Press P.O. Box 5756 Orlando, FL 32805			

Thank you

Frances M. Pérez

Procurement & Contracts Management Division
 Miami-Dade County - Department of Solid Waste Management
 2525 N.W. 62 Street, 5th Floor, Miami, FL 33147

Espinosa-Anderson, Olga (DSWM)

From: Perez, Frances (DSWM)
Sent: Thursday, March 22, 2018 12:23 PM
To: Espinosa-Anderson, Olga (DSWM)
Subject: <http://egvsys.miamidade.gov:1608/WWWSERV/ggvt/bnzawbcc.dia>

Not on the: Suspended Contractors: <http://egvsys.miamidade.gov:1608/WWWSERV/ggvt/bnzawbcc.dia>

Active on Sunbiz:

<http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=ARCADISUS%20F980000011042&aggregateId=forp-f98000001104-fa2fd4a3-ef86-48df-8eea-10d211e37b26&searchTerm=arcadis&listNameOrder=ARCADISCE%208165131>

[arch.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=ARCA](http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=ARCA)

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Previous On List		Next On List		Return to List		Entity Name Search	
Events		Name History				Search	
Detail by Entity Name							
Foreign Profit Corporation ARCADIS U.S., INC.							
Filing Information							
Document Number	F98000001104						
FEI/EIN Number	57-0373224						
Date Filed	02/28/1998						
State	DE						
Status	ACTIVE						
Last Event	NAME CHANGE AMENDMENT						
Event Date Filed	01/04/2007						
Event Effective Date	NONE						
Principal Address							
630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129							
Changed: 05/04/2016							
Mailing Address							

Thank you

Frances M. Pérez

Procurement & Contracts Management Division
 Miami-Dade County - Department of Solid Waste Management
 2525 N.W. 62 Street, 5th Floor, Miami, FL 33147
 Phone: (305) 514-6613
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"Delivering Excellence Every Day"

"To provide our customers with exceptional waste collection, recycling and disposal services that protect, preserve and improve our environment and the quality of life in our community." (Department Mission)

Username

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ALERT: If you are registering a new entity in SAM.gov, you must provide an original, signed notarized letter stating that you are the authorized Entity Administrator before your registration will be activated. Read [our FAQs](#) to learn more about this process change.

Entity Dashboard

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ARCADIS U.S., INC.

DUNS: 081509838 CAGE Code: 005Q6

Status: Active

630 PLAZA DR STE 200

HIGHLANDS RANCH, CO, 80129-2379,

UNITED STATES

Expiration Date: 03/02/2019

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: ARCADIS U.S., INC.
Business Type: Business or Organization
Last Updated By: Shawn Atkinson
Registration Status: Active
Activation Date: 03/02/2018
Expiration Date: 03/02/2019

Exclusion Summary

Active Exclusion Records? No

GSA

IBM v1.P.11.20180322-1434

WWW3

[Search Records](#)[Data Access](#)[Check Status](#)[About](#)[Help](#)[Disclaimers](#)[Accessibility](#)[Privacy Policy](#)[FAPIS.gov](#)[GSA.gov/IAE](#)[GSA.gov](#)[USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Arcadis U.S. Inc.
Summary of Consultant Evaluations
Exhibit 1

Contract Number	Work Order Number	Performance Rating
E11-PWWWM-01	37	4.0
E11-PWWWM-01	38	4.0
E15-WASD-14	005	4.0
E15-WASD-14	008	3.8
E11-PWWWM-01	36	4.0
E11-PWWWM-01	10	4.0
E11-PWWWM-01	39	3.8
E11-PWWWM-01	35	4.0
E11-PWWWM-01	24	3.8
E15-WASD-14	008	3.4
E11-PWWWM-01	31	3.8
E11-PWWWM-01	31	3.5
E11-PWWWM-01	29	4.0
E11-PWWWM-01	23	4.0
E11-PWWWM-01	25	4.0
E11-PWWWM-01	28	4.0
E11-PWWWM-01	18	3.9
E11-PWWWM-01	12	4.0
E11-PWWWM-01	26	3.9
E11-PWWWM-01	9	4.0
E11-PWWWM-01	5	3.9
E11-PWWWM-01	22	3.8
E11-PWWWM-01	21	4.0
E11-PWWWM-01	20	4.0
E11-PWWWM-01	5	4.0
E11-PWWWM-01	9	3.9
E11-PWWWM-01	16	4.0
E11-PWWWM-01	15	4.0
E11-PWWWM-01	17	4.0
E11-PWWWM-01	7	4.0
E11-PWWWM-01	8	4.0
E11-PWWWM-01	4	4.0
E11-PWWWM-01	2	4.0
E11-PWWWM-01	1	4.0
E11-PWWWM-01	14	4.0
E11-PWWWM-01	3	4.0
E11-PWWWM-01	11	4.0
E11-PWWWM-01	13	4.0
E11-PWWWM-01	6	4.0
EDP-DP-DR-2008-039.01	Standard Evaluation	4.0
EDP-WS-44	Standard Evaluation	3.8
Average:		3.9



MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report

From: 03/23/2013 To: 03/23/2018

FIRM NAME: ARCADIS U.S., INC.
2332 Galfano Dr, 2nd Fl
Coral Gables, FL 33134-0000

PRIMES

PRIME	DATE	STATUS	MEASURE	NO MEASURE	NO MEASURE	NO MEASURE
* E11-PWWM-01	06/18/2013	1	SW	NO MEASURE		\$3,471,600.00

BOND ENGINEERING SERVICES (SIC 871)

\$3,471,600.00

PRIME	DATE	STATUS	MEASURE	NO MEASURE	NO MEASURE	NO MEASURE
* EDP-SP-SR-S2013-043	08/01/2014	1	SP	NO MEASURE		\$100,000.00

PORTMIAMI CONSULTING ENGINEERING SERVICES

\$100,000.00

PRIME	DATE	STATUS	MEASURE	NO MEASURE	NO MEASURE	NO MEASURE
* E14-SEA-01R	05/05/2015	1	SP	GOAL CBE 6%		\$3,300,000.00

MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES

\$3,300,000.00



MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 03/23/2013 To: 03/23/2018

Exhibit 2

FIRM NAME: ARCADIS U.S., INC.
2332 Galiano Dr, 2nd Fl
Coral Gables, FL 33134-0000

PRIMES

EDWARDS & KELCEY		02/28/15	\$49,000.00
ROAD IMPROVEMENTS MANUAL UPDATE			\$49,000.00

E15-WASD-14	1	WS	NO MEASURE	04/19/2016	\$4,950,000.00
WATER AND SEWER RATES, FEE ANALYSIS AND BOND ENGINEERING SERVICES					\$4,950,000.00

E14-WWMT-03	1	PE	NO MEASURE	12/05/2016	\$3,300,000.00
WATER TREATMENT PLANT EXTENSION BOND ENGINEERING SERVICES FOR					\$3,300,000.00

E14-RER-03	1	PE	GOAL CBE 15% GOAL SBE 7%	12/05/2016	\$3,300,000.00
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES					\$3,300,000.00

TOTAL					\$17,650,000.00
-------	--	--	--	--	-----------------

D8DR0090 v.20160928

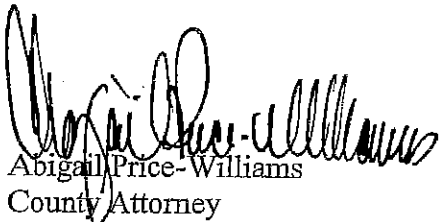


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 5, 2018

FROM: 
Abigail Price-Williams
County Attorney

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

Please note any items checked.

- _____ "3-Day Rule" for committees applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 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. 8(M)(1)
6-5-18

RESOLUTION NO. _____ R-603-18

RESOLUTION APPROVING CONTRACT AWARD TO ARCADIS U.S., INC. FOR A PERIOD OF THREE YEARS WITH ONE TWO-YEAR OPTION TO RENEW WITH THE EXERCISE OF SUCH RENEWAL AT THE SOLE DISCRETION OF THE BOARD OF COUNTY COMMISSIONERS, IN AN AMOUNT NOT TO EXCEED \$5,655,600.00 FOR CONTRACT NO. E17-DSWM-01 TO BE FUNDED BY SOLID WASTE PROPRIETARY FUNDS FOR BOND ENGINEERING SERVICES; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONTRACT AND EXERCISE ALL OTHER RIGHTS CONFERRED THEREIN, INCLUDING TERMINATION

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

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

Section 1. This Board approves the contract award to Arcadis U.S., Inc. in an amount not to exceed \$5,655,600.00 to be funded from Solid Waste Proprietary Funds for Bond Engineering Services, Contract No. E17-DSWM-01 in substantially the form attached hereto and made a part hereof. The contract is for a period of three years with one two-year option to renew. The exercise of the renewal term shall be at the sole discretion of this Board.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the contract and exercise all rights conferred therein, including termination. As set forth above in Section 1, however, the exercise of the renewal term shall be at the sole discretion of this Board.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	aye
Audrey M. Edmonson, Vice Chairwoman	aye
Daniella Levine Cava	aye
Sally A. Heyman	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Sen. Javier D. Souto	absent
Jose "Pepe" Diaz	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Rebeca Sosa	aye
Xavier L. Suarez	aye
District 5 - Vacant	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

AAP

Ashlee A. Pouncy

PROJECT TITLE: PROFESSIONAL BOND ENGINEERING SERVICES
PROJECT NO.: E17-DSWM-01
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

Made as of the ____ day of _____ in the year 2018

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

and the Consultant: **Name: Arcadis U.S. Inc.**
Address: 201 South Biscayne Blvd. , Suite 2845, Miami, FL 33131
Phone Number: (305) 913-1316

The Consultant, hereinafter called the "ENGINEER", shall include its officials, successors, legal representatives, and assigns.

**Scope of Services
for the Project:**

**BOND ENGINEERING SERVICES /
PROJECT NO. E17-DSWM-01**

The ENGINEER shall act on behalf of the Solid Waste System Revenue Bond holders, pursuant to Ordinance No. 96-168 (Bond Ordinance). The scope of work of the ENGINEER encompasses provision of services, analyses and certifications associated with the operation and maintenance of the County Solid Waste System (System), as set forth in Bond Ordinance No. 96-168, Sections 208, 503, 605, 607, 612, 619, the Comprehensive Landfill Closure Plan (CLCP), and the Resources Recovery Facility (RRF) Operations and Management Agreement (RRFA) between Covanta Dade Renewable Energy, Ltd. (Covanta) and the County.

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Subject</u>
1.	County Obligations and Authorization to Proceed
2.	Bond Consulting Services
3.	ENGINEER's Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Sub-consultants
15.	Prompt Payment to Small Business Sub consultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance
21.	Ordinances
22.	Proprietary Information
23.	Affirmative Action Plan
24.	Equal Opportunity
25.	Office of the County Inspector General
26.	Independent Private Sector Inspector General
27.	Domestic Leave
28.	Performance Evaluations
29.	Ethics Commission
30.	Assignment of Agreement
31.	Entirety of Agreement
32.	Modification
33.	Governing Law
34.	Security Restrictions
35.	Sanctions for Contractual Violations
36.	Severability

Exhibit A - Affidavits

Exhibit B - Principals of the ENGINEER

Exhibit C - Critical Personnel

PROFESSIONAL SERVICES AGREEMENT

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED

The COUNTY agrees that its Department of Solid Waste Management, hereinafter referred to as the "Department", will 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 will be that which has been made available to the COUNTY, and will 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 or Director's designee 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/her 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 for services in connection with the preparation of any such proposal.

The Director of the Department, hereinafter referred to as the "Director", or the Director's designee (designee), will 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 will 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. BOND CONSULTING SERVICES

The ENGINEER shall provide a scope of services which encompasses, but is not limited to the following:

- A. Certify the adequacy of System revenues to back the issuance of any additional System bonds (Sect. 208).
- B. Approve plans for improvements to the System and for operation and maintenance of such improvements (Sect. 605).
- C. Annual evaluation of rates and charges collected by the System, and recommendation of revision of rates and charges and of moneys to be allocated monthly to the Renewal and Replacement Fund (Sect. 607).
- D. Inspect each facility in the System, including the RRF, and assess and document their condition and recommend repairs, replacement and improvements (Sect. 607).
- E. Review private Waste Facility Disposal permits for approval and evaluate the competition they would impose on the System (Sect. 612).
- F. Oversee the disposition of System property and use of proceeds delivered therefrom (Sect. 619).

- G. Oversee disbursements for remediation of former landfill sites owned by municipalities, subject to conformance with the particular CLCP agreements (Resolution No. R-942-15).
- H. Assist County personnel in overseeing and evaluating facility compliance with contractual requirements, provide technical expertise and evaluation of the RRF's components, review and render opinion on proposed capital improvements or modifications to the facility and provide continuous surveillance of the physical condition and operational status of the facility as required by the RRFA.
- I. Perform all other services required by the Bond Ordinance, the CLCP and the RRFA.
- J. Perform any supportive ancillary tasks to the primary scope of services.

Additionally, the ENGINEER shall specifically provide, at the least, the following tasks/deliverables:

- A. Annual Utility Services Fee Reimbursable Cost Allocation Analysis
- B. Miami-Dade Resources Recovery Facility Operations Monitoring
- C. Miami-Dade Resources Recovery Facility Annual Report
- D. Solid Waste System Annual Report
- E. Landfill Closure and Long Term Care Cost Estimate Annual Report
- F. Landfill Capacity Annual Report
- G. Munisport Landfill Closure Grant Recordkeeping Review
- H. Munisport Landfill Closure Oversight and Draw Request Payments
- I. Review of Regulatory and Economic Resources (RER) Permit Applications and Municipal Annexation Requests
- J. Determine appropriateness of Rates and Charges and of Renewal and Replacement Budget Amount
- K. Virginia Key Landfill Closure Upgrade and Groundwater Remediation Project Oversight
- L. Refunding Revenue Bonds Report
- M. Other miscellaneous consulting and planning services and other services required by the Bond Ordinance.

3. ENGINEER'S RESPONSIBILITIES

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 Bond Engineering Services or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The 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 or designee, complete a preliminary check of any construction documents which require a permit or other approval from a County, city, state, or federal agency from which a permit or other approval is required.

4. TASK AUTHORIZATION: TIME FOR COMPLETION

The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or 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 bar 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 sub consultants, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. COMPENSATION

The COUNTY agrees to pay and the 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.

For preparation of the Annual Reports, the ENGINEER shall receive a lump sum fee. Payment for preparation of the Annual Reports shall be made within sixty (60) days of receipt by the County of the final reports.

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, 2.4 for the ENGINEER's employees working in COUNTY offices and 2.1 for all field employees. 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 not receive additional compensation for performance of overtime work.

- (3) The ENGINEER shall be compensated at the flat rate of \$155.00 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 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, but the ENGINEER shall not claim more in expenses for travel, transportation and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative 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 or designee. 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 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 designee.
 - (4) Reimbursable expenses of the ENGINEER and approved sub consultants 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 for basic services pursuant to this Agreement shall not exceed **Three Million, One Hundred Fifty-Six Thousand Dollars (\$3,156,000.00)**. A 10% contingency allowance account of **Three Hundred and Fifteen Thousand, Six Hundred Dollars (\$315,600.00)** is also applicable as described in Section E below. The total of all payments to the ENGINEER for all professional

services requested during the initial three (3) year term shall not exceed **Three Million, Four Hundred Seventy-One Thousand, and Six Hundred Dollars (\$3,471,600.00)**. The total of all payments to the ENGINEER for the single two (2) year renewal term shall not exceed **Two Million, One Hundred Eighty-Four Thousand Dollars (\$2,184,000.00)**. The renewal term will become effective upon the sole discretion of the Miami-Dade Board of County Commissioners. The total compensation shall not exceed **Five Million, Six Hundred Fifty-Five Thousand, and Six Hundred Dollars (\$5,655,600.00)**. No minimum amount of compensation is guaranteed to the ENGINEER.

E. **Contingency Allowance Accounts:**

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 work. Before any extra work is begun a task authorization from the Department Director or designee 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. **Additional Services:**

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

G. **Certification of Wage Rates In Accordance with 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. Payments shall be made in accordance with the following methods:

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

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.
- (3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
- (4) Payments shall be calculated on a percentage of work completed.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER

Leah Torres shall be the ENGINEER'S Principal and Christopher C. Tilman the 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 or designee reserves the right to approve or disapprove the replacement Principal or Project Manager.

9. SCHEDULE OF WORK

The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director or designee 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 or designee who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's or designee's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director or designee, the ENGINEER shall present any such objections in writing to the County Mayor. The Director or designee and the ENGINEER shall abide by the decisions of the County Mayor.

11. OWNERSHIP OF DOCUMENTS

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

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 or designee. 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 not sub consult, assign or transfer to others work performed under this Agreement without the written consent of the Director or designee. In addition, the ENGINEER shall not allow the sub consultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or designee.

When applicable and upon receipt of such consent in writing, the 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 sub consultants.

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 0% 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 sub consultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The 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 sub consultants, 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

The term of this Agreement shall be for three years with one, two-year option to renew at the County's discretion, with no minimum guarantee. The effective term shall begin upon execution by the parties and shall be in effect until all Services are completed within the above stated period of time, or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. In addition, the cumulative total of all Contingency Allowance time extensions shall not exceed 182 days which is the equivalent of ten percent (10%) of the original agreement duration rounded off to the next whole number.

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

19. DEFAULT

If the 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

The ENGINEER shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners principals or subcontractors. 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 which may issue thereon. 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, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

- A. Worker's Compensation Insurance for all employees of the Engineer as required by Florida Statute 440.
- B. Commercial General 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 an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

Or

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

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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.

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 Ordinance 97-104 relating to Subcontractor/Supplier Listing (Miami-Dade County Internal Services Department's Form 7), and Section 2.88 of the Miami-Dade County Code relating to Fair Subcontracting Policies (Miami-Dade County Internal Service Department's Form 9). The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A". 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, FL 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 Sustainability, Planning and Economic Enhancement Department. The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

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

24. EQUAL OPPORTUNITY

The 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 ENGINEER under this contract will be assessed one quarter (1/4) of the (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, proposal submittals, activities of the ENGINEER, 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 ENGINEER 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 Engineer'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, proposal and contract discounts, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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 agreement, for examination, audit, or reproduction, until three (3) years after final payment under this agreement or for any longer period required by statute or by other clauses of this agreement. In addition:

- (1) If this agreement is completely or partially terminated, the ENGINEER shall make available the 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 agreement until such appeals, litigation, or claims are finally resolved.

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

Nothing in this section shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the ENGINEER 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) contract for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contract where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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.

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG)

The attention of the ENGINEER is hereby directed to the requirements of A.O. 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 agreement. 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, lobbyist, County staff and elected officials.

Upon ten (10) days written notice to the ENGINEER from an IPSIG, the ENGINEER shall make all requested records and document 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 Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

30. SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTION LIST

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

31. ASSIGNMENT OF AGREEMENT

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

32. ENTIRETY OF AGREEMENT

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

33. MODIFICATION

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

34. GOVERNING LAW

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

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS

Notwithstanding any other penalties for the ENGINEER and/or sub consultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the sub-consultants' agreements. In addition, a violation by the ENGINEER and/or sub-consultants, 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.

36. SEVERABILITY

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

37. ASPIRATIONAL POLICY REGARDING DIVERSITY

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

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

ATTEST:

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

HARVEY RUVIN,
CLERK OF THE BOARD

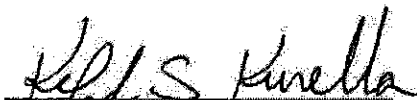
By: _____

By: _____
Mayor

WITNESSETH:


Signature

Timothy Ware
Printed Name


Signature

Keff S Kurella
Printed Name

ARCOS-USA, Inc.
Firm Name (Place Corporate Seal)

By: 
President

EDWARD R. Brelvin
Printed Name



Approved as to form
and legal sufficiency.

Assistant County Attorney

EXHIBIT “A”

AFFIDAVITS

1. Affirmation of Vendor Affidavits
2. Collusion Affidavit
3. Fair Subcontracting Practices
4. Contractor Due Diligence Affidavit
5. Local Business Preference Affidavit



**Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits**

EXHIBIT A

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : E17-DSWM-01 **Federal Employer Identification Number (FEIN):** 57-0373224

Contract Title: Miami-Dade County Department of Solid Waste Management (DSWM) Professional Bond Engineering Services

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Leah Richter Torres, P.E.
Printed Name of Affiant

Associate Vice President
Printed Title of Affiant

Leah Richter Torres
Signature of Affiant

Arcadis US, Inc. March 27, 2018
Name of Firm Date

201 South Biscayne Blvd, 28th Floor, Suite 2845, Miami FL 33131
Address of Firm State Zip Code

Notary Public Information

Notary Public – State of Florida County of Broward

Subscribed and sworn to (or affirmed) before me this 27th day of, March 20 18

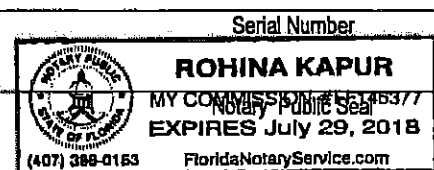
by Leah Kirsten Torres He or she is personally known to me ☐ or has produced identification ☒

Type of identification produced Florida Driver's License

Rohina Kapur
Signature of Notary Public

Rohina Kapur
Print or Stamp of Notary Public

7-29-2018
Expiration Date



FAIR SUBCONTRACTING PRACTICES (Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

☒ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT


Signature

March 27, 2018
Date

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: Arcadis US, Inc. FEIN No. 57-0373224

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

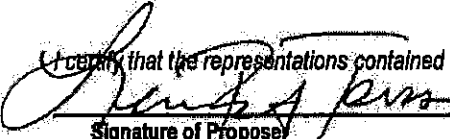
In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	
NONE																			
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	
NONE																			

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <https://www.research.net/s/mdc-subcontractor-demographics>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.


Leah Richter Torres, P.E. Associate Vice President 3/27/2018
 Signature of Proposer Print Name Print Title Date

SUB 100 Rev. 6/12

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Leah Richter Torres who being
duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☒ Is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ Is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, central and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By:


Signature of Affiant

March 27, 2016
Date

Leah Richter Torres, Associate VP
Printed Name of Affiant and Title

5 / 7 0 / 3 / 7 3 / 2 / 2 / 4 /
Federal Employer Identification Number

Arcadis US, Inc.

Printed Name of Firm

201 South Biscayne Blvd, 28th Floor, Suite 2845, Miami FL 33131

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 27 day of March 2018.

He/She is personally known to me or has presented Florida Driver's license as
identification, _____
Type of identification

[Signature]

Signature of Notary
Rohina Kapur

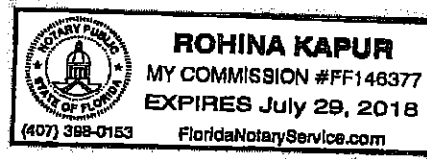
Print or Stamp Name of Notary

Serial Number
7-29-2018

Expiration Date

Notary Public - State of Florida

Notary Seal





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

FAIR SUBCONTRACTING PRACTICES

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

Please see attached for a detailed statement of Arcadis US, Inc's Policies and Procedures for Subcontracting.

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

Signature of Authorized Representative: _____

A handwritten signature in cursive script, appearing to read "Leah Richter Torres", written over a horizontal line.

Title: Leah Richter Torres, P.E.

Date: March 27, 2018

Proposer's Name: Arcadis US, Inc.



Arcadis U.S., Inc.
201 S. Biscayne Blvd
28th Floor
Suite 2485
Miami,
Florida 33131
Tel 305 913 1301
www.arcadis.com

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of Miami-Dade County Code, ARCADIS U.S., Inc. (ARCADIS) submits the following statement of its policies and procedures for awarding subcontracts:

ARCADIS identifies team members and awards subcontracts as detailed in our proposals. On this specific project, E17-DSWM-01, we did not include any subconsultants on our team.

Should the need for other subconsultants be identified for this project, ARCADIS will coordinate with and seek approval from the Department of Solid Waste Management and Miami-Dade County prior to subcontracting with any firm not already identified in our response to the Notice to Professional Consultants for Project E17-DSWM-01. ARCADIS considers Miami-Dade County Community Business Enterprise (CBE) goals when subcontracting.

Miami-Dade County**Contractor Due Diligence Affidavit**

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

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; Include the case name, number and disposition; See attached
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; Include a brief description of the circumstances; To the best of our knowledge, none. Please note that Arcadis performs thousands of contracts a year and does not have a way to track the ongoing status of every one of these contracts. However, we are not aware of any specific instances of default.
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not. None

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : E17-DSWM-01 Federal Employer Identification Number (FEIN): 57-0373224
 Contract Title: Proposal for Professional Bond Engineering Services

Leah Richter Torres, PEAssociate Vice PresidentPrinted Name of AffiantPrinted Title of AffiantSignature of AffiantArcadis U.S.11/17/17Name of FirmDate2332 Galiano St., Suite 234, Coral GablesFlorida33134Address of FirmStateZip CodeNotary Public Information

Notary Public - State of

Florida

County of

Broward

Subscribed and sworn to (or affirmed) before me this

17

day of,

November20 17by Leah Richter TorresHe or she is personally known to me ☒

or has produced identification

Type of Identification produced

Lisa CiaccoSignature of Notary PublicGG 104943Serial NumberLisa CiaccoPrint or Stamp of Notary PublicJune 10, 2021Expiration DateNotary Public Seal



ISD FORM NO. 1 – LOCAL BUSINESS PREFERENCE AFFIDAVIT

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following:

1. Proposer has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to proposal submission.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year licenses may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or other County if applicable, see note below) physical business address

2332 Galiano St., Suite 234, Coral Gables, FL 33134

3. Proposer affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission or the proposer is a Small Business Enterprise and the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission.

Check box, if applicable:

- ☒ a) Proposer is NOT a Small Business Enterprise and affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission.
- ☐ b) Proposer is a Small Business Enterprise and affirms that that the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission.

4. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☒ a) Retention and expansion of employment opportunities in Miami-Dade County.
- ☒ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☒ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by See attached

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Proposer: Arcadis U.S., Inc.

Federal Employer Identification Number: 57-0373224

Address: 22332 Galiano St., Suite 234

City/State/Zip: Coral Gables, FL 33134

Telephone: 954-525-2499

Fax: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Leah Richter Torres
Signature of Authorized Representative

Title: Associate Vice President

Date: 11/16/2017

STATE OF Florida

COUNTY OF: Broward

SUBSCRIBED AND SWORN TO (or affirmed) before me on, November 16, 2017
(Date)

by Leah Richter Torres
(Affiant)

He/She is personally known to me or has presented

_____ as identification.

(Type of Identification)

Lisa Ciacco
(Signature of Notary)

GG 104943

(Serial Number)

Lisa Ciacco

(Print or Stamp Name of Notary)

June 10, 2021

(Expiration Date)

Notary Public: Florida
(State)

Notary Seal



Note: Local preference is only applicable to the Prime consultant. If the County extends local preference to other counties, the Prime consultant shall complete, sign and submit the Miami-Dade County ISD Form No. 1 "Local Business Preference Affidavit"

EXHIBIT "B"
PRINCIPALS

Leah K. Torres, P.E.
Principal

EXHIBIT "C" **CRITICAL PERSONNEL**

Name	Role
<u>Project Management</u>	
Christopher Tilman, PE, BCEE	Project Manager
Kushala Gowda, PE	Deputy Project Manager
<u>Technical Advisors</u>	
John Kersten	Sr. Technical Advisor / Financial Analysis
Doug Sawyers, PE, BCEE	Solid Waste Management
Joe Krupa, PE	Waste-To-Energy
Steve Nesbitt	Landfill Services
Howard Greenfield, PE, CVS, FSAVE, LEED AP	Value Analysis & Life-Cycle Costing
Robert Daoust	Sea Level Rise
<u>Key Personnel</u>	
Robert Ryall	Bond Compliance & Financial Analysis
Giovanna Andrea Rivera Montoya	Bond Compliance & Financial Analysis
Cindy Eckert, PE	Bond Compliance & Financial Analysis
Antonio Guillen, PE, PMP	Resources Recovery Facility Services
Daniel Stepner, PE	Resources Recovery Facility Services
Garth White, EI	Resources Recovery Facility Services
Michael Deloach, EI	Resources Recovery Facility Services
Tracy Hammerling, PE	Other Solid Waste Related Services
Michael Waldron, PG	Other Solid Waste Related Services
Thomas Henderson	Solid Waste Studies
Allen Long, PE	Solid Waste System & Landfill Services



MEMORANDUM

(Revised)

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

DATE: June 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
6-2-21

RESOLUTION NO. R-557-21

RESOLUTION APPROVING OPTION TO RENEW FOR PROFESSIONAL BOND ENGINEERING SERVICES, CONTRACT NO. E17-DSWM-01 BETWEEN MIAMI-DADE COUNTY AND ARCADIS U.S., INC.; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TWO YEAR OPTION TO RENEW; AND ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY CANCELLATION PROVISIONS

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

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

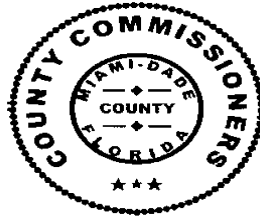
Section 1. Approves the option to renew for Professional Bond Engineering Services, Contract No. E17-DSWM-01 between Arcadis U.S., Inc. and Miami-Dade County (the "County").

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise the two year option to renew, and all provisions contained therein, including any cancellation provisions.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope