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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 19, 2022

Agenda Item No. 8(O)(3)

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

From: Honorable Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-53-22

Subject: Resolution Approving a Non-Exclusive Professional Services Agreement to Longitude Surveyors, LLC to provide General Land and Engineering Surveying and Mapping Services; Project No. E20-WASD-01A; Agreement No. 21LSLLC001

RECOMMENDATION:
It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a Non-Exclusive Professional Services Agreement with Longitude Surveyors, LLC (Longitude) to provide general land and engineering surveying and mapping services; Project No. E20-WASD-01A; Contract No. 21LSLLC001 (the Contract). The total compensation amount shall not exceed $550,000, which includes a ten percent (10%) contingency allowance and a contract term of five (5) years. For this Project, Miami-Dade County intends to retain four (4) qualified firms under four (4) separate Professional Services Agreements. Of the four qualified firms, three PSAs were awarded subject to ratification by the Board. The item seeking ratification for the award of the PSAs will be placed on the same Board agenda as this item.

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

Specifically, Section 2-8.2.12 of the Code of Miami-Dade County, i.e. Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance, delegates authority to the County Mayor or County Mayor's designee to award Consent Decree Projects that meet certain conditions. Although this generally qualifies as a Consent Decree Project, one of the conditions that must be met before the County Mayor or County Mayor's designee can award a contract under Section 2-8.2.12(4)(b) of the Code is that the contractor must have a performance rating of 2.5 or higher in the Capital Improvement Information System (CIIS) database. Because Longitude has never been awarded a county project and, therefore, has no ratings in the CIIS database, it does not meet this condition, and Board approval is required for this contract award.

PROJECT NAME: General Land and Engineering Surveying and Mapping Services

PROJECT DESCRIPTION:
Longitude will perform land surveying activities during design, construction, and post-construction phases. Longitude will facilitate the implementation of the projects being performed by program

managers, design consultants, and construction contractor's surveyor, and may include underground utility locations, Quality Assurance and Quality Control (QA/QC) for topographic and as-built surveys.

PROJECT LOCATION: Throughout Miami-Dade County.

PRIMARY COMMISSION DISTRICT: Various Commission District.

APPROVAL PATH: Board of County Commissioners

MANAGING DEPARTMENT: WASD

SMALL BUSINESS DEVELOPMENT (SBD): *See* attached Exhibit "A", "Project Worksheet"
REVIEW DATE: 6/10/2020 **SIGNOFF DATE**: 6/24/2020

TYPE	GOAL	COMMENT
SBE-Architectural/Engineering	100% TIER 3 SET ASIDE	Implementing Order 3-32
SBE-Goods and Services	N/A	Implementing Order 3-41

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

Technical Categories (TC)	Description
15.01 Prime	Surveying and Mapping – Land Surveying
15.03 Prime	Surveying and Mapping – Underground Utility Location

SUBCONSULTANTS:
Longitude will not be utilizing any Subconsultants for this Project. See attached Exhibit "B, "Utilization Plan".

FUNDING SOURCE:
Future WASD Revenue Bonds, State Revolving Loan Wastewater Program, WASD Revenue Bonds Sold, Wastewater Connections Charges, Wastewater Special Construction Fund, WIFIA Loan, Water Renewal and Replacement Fund, Water Connection Charges, Wastewater Renewal Fund, BCC GOB Financing, and State Revolving Loan Water Program.

CAPITAL BUDGET PROJECT NUMBER - DESCRIPTION: See attached Exhibit "C":
Proposed Budget and Multi-Year Capital Plan for Fiscal Year 2021-2022
967090-Commercial and Industrial Corridors Extension of Sewer System (Building Better Communities Bond) - Book Page: 69,
2000000580-Peak Flow Management – South District Expansion - Book Page: 71,
2000000784-Pump Station Resilience Program - Book Page: 72,
9653281-Sanitary Sewer System Extension - Book Page: 73,
9650241-Central Miami-Dade Wastewater Transmission Mains and Pumps Station Improvements – Book Page: 73,

968150-Wastewater – Collection and Transmission Lines Consent Decree Projects - Book Page: 74,
9652101-North Miami-Dade Wastewater Transmission Mains and Pump Stations Improvement Book Page: 74,
962670-Wastewater Outfall Legislation - Book Page 75,
964120-Wastewater Treatment Plants – Consent Decree Projects - Book Page: 79
9654041-Central Miami-Dade Water Transmission Main Improvements - Book Page: 81, 9654031-North Miami-Dade Water Transmission Main Improvements - Book Page: 83, 2000000072-Small Diameter Water Mains – Replacement Programs - Book Page: 85

PTP Funding: No
GOB Funding: No
ARRA Funding: No
Total Contract Period: Five (5) Years
Option-To-Renew: None
IG Fee Included in Base Contract: Yes
Art in Public Places: No
Base Contract Amount: $500,000

Contingency Allowance (Section 2-8.1 of the Miami-Dade County)

Type	Percent	Amount	Comment
Engineering	10%	$50,000	Contingency Allowance fees in accordance with Ordinance 00-65 is 10% of the estimated engineering cost.

Total Contract Amount: $550,000

SEA LEVEL RISE (Ord. No. 14-79): The impact of sea level rise is not applicable.

SUSTAINABLE BUILDINGS ORDINANCE: (Ord. No. 07-65): This Project does not qualify for compliance with the Sustainable Buildings Ordinance.

TRACK RECORD/MONITOR: Due diligence was conducted by WASD and the Internal Services Department (ISD) in accordance with ISD Procurement Guidelines to determine responsibility, including verifying corporate status and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Longitude's responsibility. This information is being provided pursuant to Resolution R-187-12.

EXPLANATION: On November 12, 2020, a Notice to Professional Consultants was issued under full and open competition. On December 30, 2020, the Clerk of the Board received five (5) proposals in response to this solicitation. See attached Exhibit "D", "List of Respondents".

On February 12, 2021, SBD completed its review of the SBE contract measures and confirmed that all participant firms were in compliance with the submittal requirements. See attached Exhibit "E", "SBD Compliance Review".

FIRST TIER MEETING: At the First Tier "Evaluation of Qualifications" meeting held on April 2, 2021, the Competitive Selection Committee (CSC) reviewed and ranked the five (5) proposals, in accordance with the evaluation criteria outlined in the solicitation, and in the order listed below. See attached Exhibit "F", "First Tier Tabulation Report".

	Firm	Total & Adjusted Qualitative Score	Total Adjusted Ordinal Scores	Ordinal Ranking	Final Rank
1	Bello and Bello Land Surveying Corporation	438 276	6	1	1
2	Miller, Legg & Associates, Inc.	436 274	7	2	2
3	Longitude Surveyors, LLC	433 274	8	3	3
4	Hadonne Corp.	419 261	12	4	4
5	Premiere Design Solutions, Inc.	394 244	14	5	5

The CSC unanimously voted not to hold a Second-Tier (Oral Presentation) meeting and recommended the following four firms listed below to the County Mayor or County Mayor's designee for approval to negotiate a contract:

1) Bello and Bello Land Surveying Corporation
2) Miller, Legg & Associates, Inc.
3) Longitude Surveyors, LLC and
4) Hadonne Corp.

The Negotiation Committee was approved by the County Mayor's designee on May 21, 2021. See attached Exhibit "G", "Negotiation Authorization Memorandum".

On June 14, 2021, the Negotiation Committee held the first meeting with Longitude. On June 16, 2021, the Negotiation Committee motioned to conclude negotiations with all four (4) firms.

Based on ISD's CIIS database, Longitude does not have any evaluations on file.

SUBMITTAL DATE: 11/3/2020
ESTIMATED NOTICE TO PROCEED: 2/7/2022
PRINCIPAL/COMPANY QUALIFIERS: Eduardo M. Suarez, President
EMAIL ADDRESS: esuarez@longitudefl.com

Pursuant to Resolution No. R-1011-15:

Firm	Address of Branch Offices or Headquarters in Miami-Dade*	Total number of employees for your firm	Number of Employees that reside in Miami-Dade County	Percentage of Employees that reside in Miami-Dade County
Longitude Surveyors, LLC	7769 N.W. 48th Street Suite 375 Doral, FL 33166	41	38	93%

PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST THREE (3) YEARS FROM THE PROPOSAL SUBMITTAL DATE:
According to the Firm History Report provided by ISD, SBD, Longitude has not been awarded a contract with Miami-Dade County during the past three (3) years from the proposal submittal date.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes.
The CSC deemed that Longitude met the minimum experience and qualifications as indicated in the solicitation listed below:

Prime consultant submitting for this solicitation should be a full-service surveying and mapping firm. The Prime should demonstrate experience in the following areas listed below:

Land Surveying:
• Performed as built/record, boundary, right-of-way, and topographic surveys. Preference will be given to firms that have Certified Survey Technician(s) in their team. The Prime should provide five (5) reference projects with at least three (3) projects in water/wastewater infrastructure.
• The ability to prepare descriptions and exhibits for use in legal instruments, tentative plats, waiver of plats, and record plats. The Prime should provide one (1) recorded legal instrument.
Underground Utility Locations:
• Performed Subsurface Utility Engineering (SUE) in accordance with the American Society of Civil Engineers ASCE CI-38-02. The Prime should have geophysical sensing equipment for identifying, designating, locating, and mapping existing and abandoned utility infrastructure, i.e. magnetic, sonic, and acoustic, ground penetrating radar, radio frequency detection, and vacuum excavation equipment. Those in responsible charge of the work and responsible for certifying deliverables should be engineers and/or land surveyors employed by the selected firm. The Prime should be able to design Maintenance of Traffic plans and obtain permits with different agencies. At a minimum, the firm should provide five (5) reference projects with at least two (2) in water/wastewater infrastructure.

Applicable Wages (Resolution No. R-54-10): No
Mandatory Clearing House: No

Contract Manager Name/Phone/Email: Patricia Palomo / 786-552-8040/Patty.Palomo@miamidade.gov

Project Manager Name/Phone/Email: Casimiro Diaz/786-552-8730/Casimiro.Diaz-Fernandez@miamidade.gov

David Clodfelter
OMB Director

11/9/2021
Date

Approved as to legal sufficiency:

Angela F. Benjamin
Assistant County Attorney

November 9, 2021
Date

Jimmy Morales,
Chief Operations Officer

November 10, 2021
Date

EXHIBIT "A"

Small Business Development Division

Project Worksheet

Project/Contract Title:	**PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES**	**Received Date:**	**6/10/2020**
Project/Contract No:	**E20-WASD-01A**	**Funding Source:**	**Other**
Department:	**Water & Sewer**		
Estimated Cost of Project/Bid:	**$2,200,000.00**		
Description of Project/Bid:	**Miami-Dade Water and Sewer Department (WASD) will require professional surveying and mapping services from four (4) qualified Consultants to provide land and engineering surveying and underground utility location services for water and wastewater projects identified by WASD.**		

Contract Measures Recommendation

Measure	Program	Goal Percent
Tier III Set Aside	**SBE – A&E**	**100.00%**
No Measure	**SBE – Goods**	
No Measure	**SBE – Services**	

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E)
An analysis of the factors contained in the project package, as well as the factors contained in Section V.B. of Implementing Order 3-32 and the responses of certified SBE – A&E firms to the Verification of Availability to Propose process indicates a 100% SBE-A&E Set Aside is appropriate for this contract. Verification of Availability to Propose letters were sent to the SBE-A&E firms certified in the technical categories below and three (3) or more firms certified in TC's 15.01 & 15.03 responded as being able to satisfy the prime minimum requirements.

Maximum compensation for each of four (4) PSA's is $500,000.00 plus a ten percent (10%) ($50,000.00) contingency allowance in accordance with Ordinance 00-65. No minimum amount of work or compensation will be assured to the retained consultant. The term of the contract is for a five (5) year period with no minimum amount of work or compensation guaranteed to the retained consultant.

SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-Goods & SBE-Services)
An analysis of Implementing Order 3-41 & Ordinance 16-109, as well as the project package indicates a No Measure is appropriate.

MDC-TCC 15-01 SURVEYING AND MAPPING - LAND SURVEYING, MDC-TCC 15-03 SURVEYING AND MAPPING - UNDERGROUND UTILITY LOCATION

Small Business Contract Measure Recommendation

Subtrade	Category
SURVEYING AND MAPPING - LAND SURVEYING	SBE – A&E
SURVEYING AND MAPPING - UNDERGROUND UTILITY LOCATION	SBE – A&E

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

SBD Director

6-24-20

Date

EXHIBIT "B"

Utilization Plan: View Prime Contractor

Generated by Caesar Suarez, Miami-Dade County on 2/12/2021

Help & Tools

Proposal Main | View Proposal | Settings | Docs | Goal Setting | Bid List | Utilization Plans | Comments | Linked Records | Reports

E20-WASD-01A: PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES

Status: **Open**
Estimated Cost: **$2,200,000**

Return

Shown below is the prime vendor's information. Click **Return** to return to the plan summary.

Vendor Information

Vendor Name	LONGITUDE SURVEYORS, LLC
Vendor Contact Person	EDUARDO M SUAREZ
Phone	305-463-0912
Fax	305-513-5680
Email	esuarez@longitudefl.com
Address	7769 nw 48th street suite 375 Doral, FL 33166

Applicable Vendor Certifications

Type	Effective	Renewal	Organization
ACDBE	1/3/2020	11/30/2021	Miami-Dade County
DBE	1/3/2020	11/30/2021	Miami-Dade County
SBE-A&E	1/3/2020	11/30/2021	Miami-Dade County
SBE-G&S	1/3/2020	11/30/2021	Miami-Dade County
ACDBE	Not available		Florida Unified Certification Program

Prime Contractor Details

Vendor Type	Prime Contractor
Count Towards Goal	Yes - assigned to SBE - A&E goal
Work Codes	MDC-TCC 15-01 Surveying and Mapping - Land Surveying MDC-TCC 15-03 Underground Utility Location

Confirmation Status

Status	Assignment Confirmed
Comments	Auto-confirmed by approval action
Action Taken By	Caesar Suarez on 2/12/2021 (view eSignature details)

Customer Support
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Utilization Plan: View Plan

Help & Tools

Proposal Main | View Proposal | Settings | Docs | Goal Setting | Bid List | Utilization Plans | Comments | Linked Records | Reports

E20-WASD-01A: PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES

Status: **Open**
Estimated Cost: **$2,200,000**

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

Refresh Actions & Notices

Utilization Plan Summary

Proposal	E20-WASD-01A: PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES
Reference	RE: Utilization Plan For Longitude Surveyors, LLC., Project #E20-WASD-01A, Tier 3 100% Set Aside
Phase	Original, version 0
Status	Approved
Notification Date	2/2/2021 by Caesar Suarez
Due Date	2/11/2021 5:00 pm US/Eastern
Submission Date	2/11/2021 by Jackie Subia
Review Date	2/12/2021 by Caesar Suarez
Reviewer Public Comments	Good Afternoon, Thank you for submitting the requested UP plan--before the County can approve, please address the following: 1. Please eliminate TC 15.02 from the "Work Codes" field since it is not a project indicated TC and cannot be utilized to meet the goal 2. Please eliminate any "NAICS" codes from the "Work Codes" field since they apply to construction and do not apply to this A & E project. Please revise and resubmit by TODAY, 2/11/21, 5:00 PM. Feel free to contact me should you have any questions at: 305-375-3141 or cell at: 786-454-5028. Regards, Caesar

Utilization Plan Information

Estimated Bid/Transaction Amount	$500,000
Public Comments	Good Afternoon, In order for Miami-Dade County to process your firm's Utilization Plan (UP), please identify all SBE-A&E firms reflected in the Letter of Qualifications Form (LOQ) that will be utilized to meet the Tier 3 Set Aside, SBE-A&E measure and include the Technical Certification Categories (TC's) and percentages. Please be reminded to only include TC's under the "Work Codes" field and ensure that the total adds up to 100%. PLEASE NOTE: This project has one measure: A Tier 3 SBE-A&E 100% Set Aside measure. As such, one (1) Utilization Plan (UP) must be submitted for this project. Please submit the required Utilization Plan (UP) by the DUE DATE (MONDAY, February 8, 2021, 5:00 PM). Failure to submit the requested UP plan by the due date may result in forfeiture of award consideration. Any questions, please contact Caesar E. Suarez at: 786-454-5028.
Vendor Comments	E20-WASD-01A Utilization Plan

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	$ Total	$ Self Perf	$ For Credit	Actions
P LONGITUDE SURVEYORS, LLC	✓	✓	$500,000	$500,000 100.00%	$500,000 100.00%	View

		SBE - A&E				

Subcontractors

No subcontractors assigned to this utilization plan.

Goal & Waiver Summary

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

Signature

Signature	Eduardo M. Suarez
Title	President
Organization	LONGITUDE SURVEYORS, LLC
Signature Date	2/11/2021

Additional Instructions

Additional Instructions to Vendor	
Special Instructions to Vendor	

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EXHIBIT "C"

FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan

CAPITAL BUDGET SUMMARY

(dollars in thousands)	PRIOR	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FUTURE	TOTAL
Revenue									
BBC GOB Financing	17,229	16,793	47,344	33,930	17,752	6,640	2,150	0	141,838
Fire Hydrant Fund	3,676	2,500	2,500	2,500	2,500	2,500	2,500	2,500	21,176
Future WASD Revenue Bonds	0	383,748	446,384	490,496	541,398	561,639	412,231	965,861	3,801,757
Miami Springs Water Construction Fund	13,311	600	0	0	0	0	0	0	13,911
State Revolving Loan Wastewater Program	20,000	20,000	0	0	0	0	0	0	40,000
State Revolving Loan Water Program	44,181	1,000	307	1,735	0	0	0	0	47,223
WASD Revenue Bonds Sold	1,363,033	0	0	0	0	0	0	0	1,363,033
Wastewater Connection Charges	69,906	27,315	52,185	43,612	23,477	21,478	7,000	0	244,973
Wastewater Renewal Fund	212,519	47,500	55,500	55,000	55,000	55,000	50,000	50,000	580,519
Wastewater Special Construction Fund	8,157	0	1,000	4,000	4,000	674	0	0	17,831
Water Connection Charges	60,302	790	0	0	0	0	0	0	61,092
Water Renewal and Replacement Fund	257,800	47,501	39,500	40,000	40,000	40,000	45,000	45,000	554,801
Water Special Construction Fund	14,834	500	500	500	500	500	500	0	17,834
WIFIA Loan	628,586	0	0	0	0	0	0	0	628,586
Total:	2,713,534	548,247	645,220	671,773	684,627	688,431	519,381	1,063,361	7,534,574
Expenditures									
Strategic Area: NI									
GOB Water and Wastewater Projects	17,229	16,793	47,344	33,930	17,752	6,640	2,150	0	141,838
Wastewater Projects	1,338,668	499,197	585,808	630,390	687,087	679,173	495,306	827,572	5,743,201
Water Projects	568,217	144,600	153,482	206,781	120,206	117,844	79,471	258,934	1,649,535
Total:	1,924,114	660,590	786,634	871,101	825,045	803,657	576,927	1,086,506	7,534,574

FUNDED CAPITAL PROJECTS

(dollars in thousands)

COMMERCIAL AND INDUSTRIAL CORRIDORS - EXTENSION OF SEWER SYSTEM (BUILDING BETTER COMMUNITIES BOND PROGRAM) **PROJECT #: 967090**

DESCRIPTION: Extend sewer service to developed commercial and industrial corridors in Miami-Dade County as per BCC Resolution R-537-14

LOCATION: Various Sites
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
BBC GOB Financing	16,496	16,718	32,319	33,925	17,752	6,640	2,150	0	126,000
TOTAL REVENUES:	**16,496**	**16,718**	**32,319**	**33,925**	**17,752**	**6,640**	**2,150**	**0**	**126,000**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	15,927	16,537	31,568	33,082	17,409	6,640	2,150	0	123,313
Planning and Design	569	181	751	843	343	0	0	0	2,687
TOTAL EXPENDITURES:	**16,496**	**16,718**	**32,319**	**33,925**	**17,752**	**6,640**	**2,150**	**0**	**126,000**

PEAK FLOW MANAGEMENT - SOUTH DISTRICT EXPANSION **PROJECT #: 2000000580**

DESCRIPTION: Redirect flows to regional plants and account for peak flows through 2035
LOCATION: Systemwide
Various Sites
District Located: Systemwide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	7,649	1,127	1,873	0	22,834	43,500	101,217	178,200
State Revolving Loan Wastewater Program	10,000	0	0	0	0	0	0	0	10,000
WASD Revenue Bonds Sold	18,274	0	0	0	0	0	0	0	18,274
Wastewater Connection Charges	55,148	15,946	31,472	23,985	7,000	5,000	7,000	0	145,551
Wastewater Special Construction Fund	1	0	0	0	0	0	0	0	1
WIFIA Loan	299,183	0	0	0	0	0	0	0	299,183
TOTAL REVENUES:	**382,606**	**23,595**	**32,599**	**25,858**	**7,000**	**27,834**	**50,500**	**101,217**	**651,209**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	95,147	35,675	62,984	77,119	75,559	81,700	88,152	121,875	638,211
Planning and Design	1,915	769	1,285	1,574	1,542	1,668	1,758	2,487	12,998
TOTAL EXPENDITURES:	**97,062**	**36,444**	**64,269**	**78,693**	**77,101**	**83,368**	**89,910**	**124,362**	**651,209**

PUMP STATIONS - GENERATORS AND MISCELLANEOUS UPGRADES **PROJECT #: 9652002**

DESCRIPTION: Install emergency generators and construct miscellaneous upgrades at various wastewater pump stations
LOCATION: Systemwide
Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	3,080	3,456	4,802	5,600	5,046	2,850	300	25,134
WASD Revenue Bonds Sold	2,346	0	0	0	0	0	0	0	2,346
TOTAL REVENUES:	**2,346**	**3,080**	**3,456**	**4,802**	**5,600**	**5,046**	**2,850**	**300**	**27,480**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	2,346	3,080	3,456	4,802	5,600	5,046	2,850	300	27,480
TOTAL EXPENDITURES:	**2,346**	**3,080**	**3,456**	**4,802**	**5,600**	**5,046**	**2,850**	**300**	**27,480**

PUMP STATIONS - IMPROVEMENT PROGRAM **PROJECT #: 9651071**

DESCRIPTION: Upgrade pump stations systemwide to meet departmental forecasted demands
LOCATION: Systemwide
Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	8,387	5,863	569	0	0	0	29,807	44,626
WASD Revenue Bonds Sold	103,504	0	0	0	0	0	0	0	103,504
Wastewater Connection Charges	5,168	2,500	0	0	0	0	0	0	7,668
TOTAL REVENUES:	**108,672**	**10,887**	**5,863**	**569**	**0**	**0**	**0**	**29,807**	**155,798**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	89,739	11,886	4,984	484	0	0	0	25,336	132,429
Planning and Design	15,837	2,097	879	85	0	0	0	4,471	23,369
TOTAL EXPENDITURES:	**105,576**	**13,983**	**5,863**	**569**	**0**	**0**	**0**	**29,807**	**155,798**

PUMP STATIONS - MIAMI SPRINGS UPGRADES (BUILDING BETTER COMMUNITIES BOND PROGRAM) **PROJECT #: 967730**

DESCRIPTION: Upgrade electrical control panels, pumps and the proprietary supervisory control data acquisition system
LOCATION: Various Sites
Various Sites
District Located: 6
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
BBC GOB Financing	733	75	25	5	0	0	0	0	838
TOTAL REVENUES:	**733**	**75**	**25**	**5**	**0**	**0**	**0**	**0**	**838**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	733	75	25	5	0	0	0	0	838
TOTAL EXPENDITURES:	**733**	**75**	**25**	**5**	**0**	**0**	**0**	**0**	**838**

PUMP STATIONS - RESILIENCE PROGRAM (PSRP) **PROJECT #: 2000000784**

DESCRIPTION: Implement a pump station resiliency program to improve pump stations systemwide
LOCATION: Systemwide
Various Sites
District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	15,528	25,031	38,523	56,367	50,686	38,193	32,192	256,520
WASD Revenue Bonds Sold	15,869	0	0	0	0	0	0	0	15,869
Wastewater Connection Charges	513	0	0	0	0	0	0	0	513
TOTAL REVENUES:	**16,382**	**15,528**	**25,031**	**38,523**	**56,367**	**50,686**	**38,193**	**32,192**	**272,902**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	12,460	12,111	19,274	29,663	43,403	39,028	29,408	24,788	210,135
Planning and Design	3,722	3,617	5,757	8,860	12,964	11,658	8,785	7,404	62,767
TOTAL EXPENDITURES:	**16,182**	**15,728**	**25,031**	**38,523**	**56,367**	**50,686**	**38,193**	**32,192**	**272,902**

PUMP STATIONS - SEWER SYSTEMS CONSENT DECREE PROJECTS **PROJECT #: 964440**

DESCRIPTION: Design, construct and rehabilitate pump stations infrastructure systems to comply with the Federal EPA Consent Decree
LOCATION: Various Sites
Throughout Miami-Dade County
District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	8,961	2,021	0	0	0	0	0	10,982
WASD Revenue Bonds Sold	100,111	0	0	0	0	0	0	0	100,111
Wastewater Connection Charges	1,914	0	0	0	0	0	0	0	1,914
TOTAL REVENUES:	**102,025**	**8,961**	**2,021**	**0**	**0**	**0**	**0**	**0**	**113,007**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	96,924	8,513	1,920	0	0	0	0	0	107,357
Planning and Design	5,101	448	101	0	0	0	0	0	5,650
TOTAL EXPENDITURES:	**102,025**	**8,961**	**2,021**	**0**	**0**	**0**	**0**	**0**	**113,007**

SANITARY SEWER SYSTEM - EXTENSION **PROJECT #: 9653281**

DESCRIPTION: Extend sewer system lines to include the existing sanitary sewer needs assessment
LOCATION: Systemwide; Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
WASD Revenue Bonds Sold	167	0	0	0	0	0	0	0	167
Wastewater Renewal Fund	25,348	2,310	3,000	3,500	3,500	3,500	3,500	3,500	48,158
TOTAL REVENUES:	**25,515**	**2,310**	**3,000**	**3,500**	**3,500**	**3,500**	**3,500**	**3,500**	**48,325**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	20,426	6,286	2,880	3,360	3,360	3,360	3,360	3,360	46,392
Planning and Design	851	262	120	140	140	140	140	140	1,933
TOTAL EXPENDITURES:	**21,277**	**6,548**	**3,000**	**3,500**	**3,500**	**3,500**	**3,500**	**3,500**	**48,325**

SANITARY SEWER SYSTEM - IMPROVEMENTS **PROJECT #: 9650221**

DESCRIPTION: Provide sanitary sewer system improvements funded from the special construction fund including special taxing districts
LOCATION: Systemwide; Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	1,186	0	0	0	0	0	0	1,186
WASD Revenue Bonds Sold	5,917	0	0	0	0	0	0	0	5,917
Wastewater Special Construction Fund	3,543	0	0	0	0	0	0	0	3,543
TOTAL REVENUES:	**9,460**	**1,186**	**0**	**0**	**0**	**0**	**0**	**0**	**10,646**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	6,460	1,686	500	500	500	500	500	0	10,646
TOTAL EXPENDITURES:	**6,460**	**1,686**	**500**	**500**	**500**	**500**	**500**	**0**	**10,646**

WASTEWATER - CENTRAL MIAMI-DADE TRANSMISSION MAINS AND PUMP STATION IMPROVEMENTS **PROJECT #: 9650241**

DESCRIPTION: Construct a force main crossing Bear Cut, a force main in Flagler St from SW 37 Ave to SW 10 Ave and a force main from Miami Beach to the Central District Wastewater Treatment Plant
LOCATION: Wastewater System - Central District Area; City of Miami
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	2,900	3,502	1,000	0	0	0	0	7,402
WASD Revenue Bonds Sold	18,763	0	0	0	0	0	0	0	18,763
TOTAL REVENUES:	**18,763**	**2,900**	**3,502**	**1,000**	**0**	**0**	**0**	**0**	**26,165**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	18,763	2,900	3,502	1,000	0	0	0	0	26,165
TOTAL EXPENDITURES:	**18,763**	**2,900**	**3,502**	**1,000**	**0**	**0**	**0**	**0**	**26,165**

Estimated Annual Operating Impact will begin in FY 2020-21 in the amount of $2,253,000 and includes 0 FTE(s)

WASTEWATER - COLLECTION AND TRANSMISSION LINES CONSENT DECREE PROJECTS **PROJECT #: 968150**

DESCRIPTION: Design, construct and rehabilitate collection and transmission infrastructure lines to comply with the Federal EPA Consent Decree

LOCATION: Various Sites
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	581	500	1,040	1,411	0	0	0	3,532
WASD Revenue Bonds Sold	105,471	0	0	0	0	0	0	0	105,471
TOTAL REVENUES:	**105,471**	**581**	**500**	**1,040**	**1,411**	**0**	**0**	**0**	**109,003**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	104,416	575	495	1,030	1,397	0	0	0	107,913
Planning and Design	1,055	6	5	10	14	0	0	0	1,090
TOTAL EXPENDITURES:	**105,471**	**581**	**500**	**1,040**	**1,411**	**0**	**0**	**0**	**109,003**

WASTEWATER - EQUIPMENT **PROJECT #: 9650301**

DESCRIPTION: Acquire equipment and associated wastewater system capital support materials as needed

LOCATION: Systemwide
Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Wastewater Renewal Fund	60,328	0	16,000	15,000	15,000	15,000	15,000	15,000	151,328
TOTAL REVENUES:	**60,328**	**0**	**16,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**151,328**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Furniture Fixtures and Equipment	44,833	12,033	19,462	15,000	15,000	15,000	15,000	15,000	151,328
TOTAL EXPENDITURES:	**44,833**	**12,033**	**19,462**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**151,328**

WASTEWATER - INFRASTRUCTURE IMPROVEMENTS (BUILDING BETTER COMMUNITIES BOND PROGRAM) **PROJECT #: 2000001494**

DESCRIPTION: Replace, upgrade and expand existing wastewater infrastructure throughout the wastewater system, to include force mains, injection wells, pump stations, electrical systems and plant treatment processes

LOCATION: Various Sites
Various Sites

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
BBC GOB Financing	0	0	15,000	0	0	0	0	0	15,000
TOTAL REVENUES:	**0**	**0**	**15,000**	**0**	**0**	**0**	**0**	**0**	**15,000**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Infrastructure Improvements	0	0	15,000	0	0	0	0	0	15,000
TOTAL EXPENDITURES:	**0**	**0**	**15,000**	**0**	**0**	**0**	**0**	**0**	**15,000**

WASTEWATER - NORTH MIAMI-DADE TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS **PROJECT #: 9652101**

DESCRIPTION: Provide infrastructure improvements to pump stations to increase system flexibility
LOCATION: Wastewater System - North District Area
Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	19,523	23,413	26,473	22,500	19,000	11,500	37,956	160,365
WASD Revenue Bonds Sold	7,452	0	0	0	0	0	0	0	7,452
Wastewater Connection Charges	1,307	2,591	6,032	2,070	750	2,478	0	0	15,228
TOTAL REVENUES:	**8,759**	**22,114**	**29,445**	**28,543**	**23,250**	**21,478**	**11,500**	**37,956**	**183,045**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	8,321	21,008	27,973	27,116	22,088	20,404	10,925	36,058	173,893
Planning and Design	438	1,106	1,472	1,427	1,162	1,074	575	1,898	9,152
TOTAL EXPENDITURES:	**8,759**	**22,114**	**29,445**	**28,543**	**23,250**	**21,478**	**11,500**	**37,956**	**183,045**

WASTEWATER - OUTFALL LEGISLATION **PROJECT #: 962670**

DESCRIPTION: Eliminate outfall flows to the ocean
LOCATION: Systemwide
Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	26,369	40,812	81,225	190,229	277,826	199,948	182,384	998,793
State Revolving Loan Wastewater Program	10,000	20,000	0	0	0	0	0	0	30,000
WASD Revenue Bonds Sold	76,783	0	0	0	0	0	0	0	76,783
Wastewater Connection Charges	3,472	2,092	11,462	12,543	14,000	14,000	0	0	57,569
Wastewater Special Construction Fund	45	0	1,000	4,000	4,000	674	0	0	9,719
WIFIA Loan	181,612	0	0	0	0	0	0	0	181,612
TOTAL REVENUES:	**271,912**	**48,461**	**53,274**	**97,768**	**208,229**	**292,500**	**199,948**	**182,384**	**1,354,476**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	97,080	71,926	100,709	122,744	220,836	301,039	199,154	173,265	1,286,753
Land Acquisition/Improvements	1,021	758	1,060	1,291	2,324	3,169	2,097	1,824	13,544
Planning and Design	4,089	3,029	4,239	5,168	9,298	12,675	8,386	7,295	54,179
TOTAL EXPENDITURES:	**102,190**	**75,713**	**106,008**	**129,203**	**232,458**	**316,883**	**209,637**	**182,384**	**1,354,476**

WASTEWATER TREATMENT PLANT - SOUTH DISTRICT UPGRADES **PROJECT #: 9653401**

DESCRIPTION: Provide plant process infrastructure improvements to include injection and monitoring wells, installation of emergency generators, acquiring a land buffer, construction of a landfill gas pipeline, installation of co-generation units and construction of sludge handling facilities

LOCATION: 8950 SW 232 St
Unincorporated Miami-Dade County

District Located: 8
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	1,007	6,301	8,301	11,069	2,000	1,757	32,421	62,856
WASD Revenue Bonds Sold	972	0	0	0	0	0	0	0	972
Wastewater Connection Charges	100	493	0	0	0	0	0	0	593
TOTAL REVENUES:	**1,072**	**1,500**	**6,301**	**8,301**	**11,069**	**2,000**	**1,757**	**32,421**	**64,421**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	998	1,400	5,860	7,720	10,294	1,860	1,634	30,152	59,918
Planning and Design	74	100	441	581	775	140	123	2,269	4,503
TOTAL EXPENDITURES:	**1,072**	**1,500**	**6,301**	**8,301**	**11,069**	**2,000**	**1,757**	**32,421**	**64,421**

WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS **PROJECT #: 964120**

DESCRIPTION: Design, construct and rehabilitate infrastructure improvements at wastewater treatment plants to comply with the Federal EPA Consent Decree

LOCATION: Various Sites
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	186,231	203,013	159,469	127,131	73,939	29,919	13,124	792,826
WASD Revenue Bonds Sold	532,492	0	0	0	0	0	0	0	532,492
Wastewater Connection Charges	0	3,000	3,219	5,014	1,727	0	0	0	12,960
Wastewater Renewal Fund	12,018	0	0	0	0	0	0	0	12,018
TOTAL REVENUES:	**544,510**	**189,231**	**206,232**	**164,483**	**128,858**	**73,939**	**29,919**	**13,124**	**1,350,296**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	496,658	200,367	195,889	156,209	122,397	70,242	28,423	12,468	1,282,653
Planning and Design	26,139	10,577	10,343	8,274	6,461	3,697	1,496	656	67,643
TOTAL EXPENDITURES:	**522,797**	**210,944**	**206,232**	**164,483**	**128,858**	**73,939**	**29,919**	**13,124**	**1,350,296**

WASTEWATER TREATMENT PLANTS - MISCELLANEOUS UPGRADES **PROJECT #: 9652061**

DESCRIPTION: Upgrade wastewater treatment plants to meet regulatory requirements
LOCATION: Wastewater Treatment Plants
Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	2,160	1,000	0	0	0	0	0	3,160
WASD Revenue Bonds Sold	1,482	0	0	0	0	0	0	0	1,482
TOTAL REVENUES:	**1,482**	**2,160**	**1,000**	**0**	**0**	**0**	**0**	**0**	**4,642**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	1,393	2,030	940	0	0	0	0	0	4,363
Planning and Design	89	130	60	0	0	0	0	0	279
TOTAL EXPENDITURES:	**1,482**	**2,160**	**1,000**	**0**	**0**	**0**	**0**	**0**	**4,642**

WASTEWATER TREATMENT PLANTS - REPLACEMENT AND RENOVATION **PROJECT #: 9653261**

DESCRIPTION: Renovate and replace wastewater treatment plant facilities and structures within plant sites
LOCATION: Systemwide
Various Sites
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Wastewater Renewal Fund	48,286	20,493	9,000	9,000	9,000	9,000	9,000	9,000	122,779
Wastewater Special Construction Fund	4,568	0	0	0	0	0	0	0	4,568
TOTAL REVENUES:	**52,854**	**20,493**	**9,000**	**9,000**	**9,000**	**9,000**	**9,000**	**9,000**	**127,347**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	41,498	19,468	17,264	8,550	8,550	8,550	8,550	8,550	120,980
Major Machinery and Equipment	437	205	182	90	90	90	90	90	1,274
Planning and Design	1,747	820	726	360	360	360	360	360	5,093
TOTAL EXPENDITURES:	**43,682**	**20,493**	**18,172**	**9,000**	**9,000**	**9,000**	**9,000**	**9,000**	**127,347**

WATER - CENTRAL MIAMI-DADE TRANSMISSION MAINS IMPROVEMENTS **PROJECT #: 9654041**

DESCRIPTION: Replace various low-pressure water mains and install a 20-inch water main at railroad crossings via microtunneling method
LOCATION: Central Miami-Dade County Area
City of Miami
District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	254	700	1,000	4,220	4,271	0	10,445
Water Renewal and Replacement Fund	266	0	0	0	0	0	0	0	266
TOTAL REVENUES:	**266**	**0**	**254**	**700**	**1,000**	**4,220**	**4,271**	**0**	**10,711**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	258	0	241	665	950	4,009	4,058	0	10,181
Planning and Design	8	0	13	35	50	211	213	0	530
TOTAL EXPENDITURES:	**266**	**0**	**254**	**700**	**1,000**	**4,220**	**4,271**	**0**	**10,711**

WATER - MAIN EXTENSIONS

PROJECT #: 9651051

DESCRIPTION: Construct water main extensions funded from the special construction fund including special taxing districts

LOCATION: Systemwide
Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Water Special Construction Fund	1,058	500	500	500	500	500	500	0	4,058
TOTAL REVENUES:	**1,058**	**500**	**500**	**500**	**500**	**500**	**500**	**0**	**4,058**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	762	360	360	360	360	360	360	0	2,922
Planning and Design	296	140	140	140	140	140	140	0	1,136
TOTAL EXPENDITURES:	**1,058**	**500**	**500**	**500**	**500**	**500**	**500**	**0**	**4,058**

WATER - MIAMI SPRINGS CONSTRUCTION FUND

PROJECT #: 965450

DESCRIPTION: Repair and/or replace water transmission pipes in Miami Springs

LOCATION: Miami Springs
Miami Springs

District Located: 6
District(s) Served: 6

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Miami Springs Water Construction Fund	13,311	600	0	0	0	0	0	0	13,911
TOTAL REVENUES:	**13,311**	**600**	**0**	**0**	**0**	**0**	**0**	**0**	**13,911**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	13,311	600	0	0	0	0	0	0	13,911
TOTAL EXPENDITURES:	**13,311**	**600**	**0**	**0**	**0**	**0**	**0**	**0**	**13,911**

WATER - NORTH MIAMI-DADE TRANSMISSION MAIN IMPROVEMENTS

PROJECT #: 9654031

DESCRIPTION: Install 36-inch water main along NW 87 Ave to improve transmission capabilities in the north central area of the county and a 48-inch water main connection to the Carol City tank

LOCATION: North Miami-Dade County Area
Miami Gardens

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	4,000	6,912	7,152	14,551	9,386	5,000	0	47,001
WASD Revenue Bonds Sold	1,436	0	0	0	0	0	0	0	1,436
Water Connection Charges	26,958	288	0	0	0	0	0	0	27,246
Water Renewal and Replacement Fund	79	0	0	0	0	0	0	0	79
TOTAL REVENUES:	**28,473**	**4,288**	**6,912**	**7,152**	**14,551**	**9,386**	**5,000**	**0**	**75,762**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	27,335	4,116	6,636	6,866	13,969	9,011	4,800	0	72,733
Planning and Design	1,138	172	276	286	582	375	200	0	3,029
TOTAL EXPENDITURES:	**28,473**	**4,288**	**6,912**	**7,152**	**14,551**	**9,386**	**5,000**	**0**	**75,762**

WATER - SMALL DIAMETER WATER MAINS REPLACEMENT PROGRAM **PROJECT #: 2000000072**

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

LOCATION: Systemwide
Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	7,959	22,119	20,123	20,752	17,500	17,700	21,666	127,819
State Revolving Loan Water Program	44,181	1,000	307	1,735	0	0	0	0	47,223
WASD Revenue Bonds Sold	90,395	0	0	0	0	0	0	0	90,395
Water Connection Charges	2,000	0	0	0	0	0	0	0	2,000
Water Renewal and Replacement Fund	31,672	0	0	0	0	0	5,000	5,000	41,672
TOTAL REVENUES:	**168,248**	**8,959**	**22,426**	**21,858**	**20,752**	**17,500**	**22,700**	**26,666**	**309,109**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	132,541	17,636	25,598	25,616	24,564	21,475	21,665	25,433	294,528
Planning and Design	6,780	823	1,254	1,243	1,188	1,025	1,035	1,233	14,581
TOTAL EXPENDITURES:	**139,321**	**18,459**	**26,852**	**26,859**	**25,752**	**22,500**	**22,700**	**26,666**	**309,109**

WATER - SOUTH MIAMI-DADE TRANSMISSION MAINS IMPROVEMENTS **PROJECT #: 9650021**

DESCRIPTION: Construct various water transmission mains to service the south Miami-Dade County are after the new South Miami Heights water treatment plant is in service

LOCATION: South Miami-Dade County
Various Sites

District Located: Systemwide
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future WASD Revenue Bonds	0	379	3,735	149	0	0	0	0	4,263
WASD Revenue Bonds Sold	900	0	0	0	0	0	0	0	900
TOTAL REVENUES:	**900**	**379**	**3,735**	**149**	**0**	**0**	**0**	**0**	**5,163**
EXPENDITURE SCHEDULE:	**PRIOR**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**FUTURE**	**TOTAL**
Construction	374	689	3,100	124	0	0	0	0	4,287
Planning and Design	76	140	635	25	0	0	0	0	876
TOTAL EXPENDITURES:	**450**	**829**	**3,735**	**149**	**0**	**0**	**0**	**0**	**5,163**

EXHIBIT "D"
MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Land and Engineering Surveying and Mapping Services

Project No.: E20-WASD-01A

Measures: SBE-A/E 20%

No. of Agreements: 4

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 12/30/2020

Team No.: 1 **Prime Local Preference:** Yes
Prime Name: LONGITUDE SURVEYORS LLC **FEIN No.:** 364551726
Trade Name:

Team No.: 2 **Prime Local Preference:** Yes
Prime Name: MILLER LEGG & ASSOCIATES INC **FEIN No.:** 650563467
Trade Name:

Team No.: 3 **Prime Local Preference:** Yes
Prime Name: BELLO & BELLO LAND SURVEYING CORPORATION **FEIN No.:** 134219102
Trade Name:

Team No.: 4 **Prime Local Preference:** Yes
Prime Name: HADONNE CORP **FEIN No.:** 651089850
Trade Name:

Team No.: 5 **Prime Local Preference:** Yes
Prime Name: PREMIERE DESIGN SOLUTIONS INC **FEIN No.:** 260571068
Trade Name:

EXHIBIT "E"

Memorandum MIAMI-DADE COUNTY

DATE: February 12, 2021

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

FROM: Gary Hartfield, Division Director
Small Business Development
Internal Services Department

SUBJECT: Compliance Review
Project No. E20-WASD-01A
Professional Services Agreements For General Land And Engineering Surveying And Mapping Services

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Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise (SBE-A&E) Program for Architectural and Engineering Services. The contract measure established for this project is a Tier 3 SBE-A&E 100% Set Aside measure.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measures. All referenced firms also submitted their Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the Tier 3 SBE-A&E 100% Set Aside measure via the Business Management Workforce System (BMWS). Please find the results of SBD's compliance review below.

STATUS:

1.	Longitude Surveyors, LLC	Compliant
2.	Miller, Legg & Associates, Inc.	Compliant
3.	Bello and Bello Land Surveying Corporation	Compliant
4.	Hadonne Corp.	Compliant
5.	Premiere Design Solutions, Inc.	Compliant

SUMMARY:

Longitude Surveyors, LLC (#1), a certified SBE/A&E firm, committed to perform Technical Certification Categories (TC's) 15.01 (Surveying and Mapping – Land Surveying) and 15.03 (Underground Utility Location) with its own forces at 100% in satisfaction of the Tier 3 SBE-A&E 100% Set Aside measure. The Utilization Plan (UP) was submitted by Longitude Surveyors, LLC and confirmed by the prime consultant listed to achieve the Tier 3 SBE-A&E 100% Set Aside measure.

Longitude Surveyors, LLC is in compliance with the Tier 3 SBE-A&E 100% Set Aside measure.

Miller, Legg & Associates, Inc. (#2), a certified SBE/A&E firm, committed to perform Technical Certification Categories (TC's) 15.01 (Surveying and Mapping – Land Surveying) and 15.03 (Underground Utility Location) with its own forces at 100% in satisfaction of the Tier 3 SBE-A&E 100% Set Aside measure. The Utilization Plan (UP) was submitted by Miller, Legg & Associates, Inc. and confirmed by the prime consultant listed to achieve the Tier 3 SBE-A&E 100% Set Aside measure.

Miller, Legg & Associates, Inc. is in compliance with the Tier 3 SBE-A&E 100% Set Aside measure.

Bello and Bello Land Surveying Corporation (#3), a certified SBE/A&E firm, committed to perform Technical Certification Categories (TC's) 15.01 (Surveying and Mapping – Land Surveying) and 15.03 (Underground Utility Location) with its own forces at 100% in satisfaction of the Tier 3 SBE-A&E 100% Set Aside measure. The Utilization Plan (UP) was submitted by Bello and Bello Land Surveying Corporation and confirmed by the prime consultant listed to achieve the Tier 3 SBE-A&E 100% Set Aside measure.

Bello and Bello Land Surveying Corporation is in compliance with the Tier 3 SBE-A&E 100% Set Aside measure.

Hadonne Corp. (#4), a certified SBE/A&E firm, committed to perform Technical Certification Categories (TC's) 15.01 (Surveying and Mapping – Land Surveying) and 15.03 (Underground Utility Location) with its own forces at 100% in satisfaction of the Tier 3 SBE-A&E 100% Set Aside measure. The Utilization Plan (UP) was submitted by Hadonne Corp. and confirmed by the prime consultant listed to achieve the Tier 3 SBE-A&E 100% Set Aside measure.

Hadonne Corp. is in compliance with the Tier 3 SBE-A&E 100% Set Aside measure.

Premiere Design Solutions, Inc. (#5), a certified SBE/A&E firm, committed to perform Technical Certification Categories (TC's) 15.01 (Surveying and Mapping – Land Surveying) and 15.03 (Underground Utility Location) with its own forces at 100% in satisfaction of the Tier 3 SBE-A&E 100% Set Aside measure. The Utilization Plan (UP) was submitted by Premiere Design Solutions, Inc. and confirmed by the prime consultant listed to achieve the Tier 3 SBE-A&E 100% Set Aside measure.

Premiere Design Solutions, Inc. is in compliance with the Tier 3 SBE-A&E 100% Set Aside measure.

SBD verified that none of the previously referenced firms are listed with an open violation on the February 12, 2021 Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations.

Please be reminded that SBD's review is specific to the SBE-A&E program. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist during the selection process.

Should you have any questions or need any additional information, please do not hesitate to contact Mr. Caesar Suarez, SBD Capital Improvement Project Specialist at caesars@miamidade.gov or (305) 375-3141.

C: Julie Whiteside, ISD
Laurie Johnson, ISD

EXHIBIT "F"

FIRST - TIER MEETING
APRIL 2, 2021

MIAMI-DADE WATER AND SEWER DEPARTMENT

GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES (SET-ASIDE)

TABULATION SHEET
ISD PROJECT NO. E20-WASD-01A

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		FRANKLYN JARMAN, WASD	LI GURAU, WASD	WIELAND UCHDORF, DSWM	YULY HERNANDEZ, RER	JUAN SANTANDREU, DTPW					
1	LONGITUDE SURVEYORS LLC (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	47	49	46	47	219				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	17	19	20	19	90				
	3A - Past Performance of the Firms (Max. 20 points)	15	18	19	17	18	87				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	4	2	4	3	15				
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	5	5	5	22				
		65	90	94	92	92		433			
	Ordinal Scores	3	3	2	2	3					
	Dropped Ordinal Scores				2	3			8	3	3
	Dropped Qualitative Scores	65		94				274			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
2	MILLER LEGG & ASSOCIATES INC (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	48	48	47	48	221				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	17	18	19	20	89				
	3A - Past Performance of the Firms (Max. 20 points)	15	18	18	18	19	88				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	4	2	2	15				
	5A - Ability of team members to interface with the County (Max 5 points)	4	4	5	5	5	23				
		68	90	93	91	94		436			
	Ordinal Scores	2	2	3	3	2					
	Dropped Ordinal Scores		2	3					7	2	2
	Dropped Qualitative Scores	68				94		274			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FIRST - TIER MEETING
APRIL 2, 2021

MIAMI-DADE WATER AND SEWER DEPARTMENT

GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES (SET-ASIDE)

TABULATION SHEET
ISD PROJECT NO. E20-WASD-01A

		COMPETITIVE SELECTION COMMITTEE									
		FRANKLYN JARMAN, WASD	LI GURAU, WASD	WIELAND UCHDORF, DSWM	YULY HERNANDEZ, RER	JUAN SANTANDREU, DTPW	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
3	BELLO & BELLO LAND SURVEYING CORPORATION (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	47	50	48	48	223				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	12	17	20	18	20	87				
	3A - Past Performance of the Firms (Max. 20 points)	15	17	20	17	18	87				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	3	4	4	18				
	5A - Ability of team members to interface with the County (Max 5 points)	4	4	5	5	5	23				
		64	89	98	92	95		438			
	Ordinal Scores	4	5	1	1	1					
	Dropped Ordinal Scores		5	1					6	1	1
	Dropped Qualitative Scores	64		98				276			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
4	HADONNE CORP (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	35	47	45	47	47	221				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	17	15	14	15	71				
	3A - Past Performance of the Firms (Max. 20 points)	15	17	15	16	18	81				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	4	5	24				
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	5	5	5	22				
		68	90	85	86	90		419			
	Ordinal Scores	1	4	4	5	4					
	Dropped Ordinal Scores	1			5				12	4	4
	Dropped Qualitative Scores	68	90					261			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FIRST - TIER MEETING
APRIL 2, 2021

MIAMI-DADE WATER AND SEWER DEPARTMENT

GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES (SET-ASIDE)

TABULATION SHEET
ISD PROJECT NO. E20-WASD-01A

		COMPETITIVE SELECTION COMMITTEE									
		FRANKLYN JARMAN, WASD	LI GURAU, WASD	WIELAND UCHDORF, DSWM	YULY HERNANDEZ, RER	JUAN SANTANDREU, DTPW	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
5	PREMIERE DESIGN SOLUTIONS INC (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	48	40	48	48	214				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	18	10	18	17	73				
	3A - Past Performance of the Firms (Max. 20 points)	15	18	10	16	17	76				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	3	1	2	2	9				
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	5	5	5	22				
		59	91	66	89	89		394			
	Ordinal Scores	5	1	5	4	5					
	Dropped Ordinal Scores	5	1						14	5	5
	Dropped Qualitative Scores	59	91					244			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

Julie Whiteside, Chairperson

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
8:59 am, 05/24/2021
CLERK OF THE BOARD

EXHIBIT "G"

Memorandum

MIAMI-DADE COUNTY

Date: May 18, 2021

To: Alex Muñoz, Director
Internal Services Department

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

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2021.05.18 14:41:47 -04'00'

From: Julie Whiteside, Procurement Contracting Officer
Chairperson, Competitive Selection Committee

Julie Whiteside

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department
General Land and Engineering Surveying and Mapping Services (Set-Aside)
ISD Project No. E20-WASD-01A

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

ISD Project No.: E20-WASD-01A

Project Title: General Land and Engineering Surveying and Mapping Services (Set-Aside)

Scope of Services Summary: Provide land surveying services for water and sanitary sewer systems, sanitary sewage collection and transmission systems, water and sanitary sewage pumping facilities, water and sanitary sewage treatment plants and any other similar surveying services for related projects. The selected consultants' responsibilities include but are not limited to performing land surveying activities during design, construction, and post-construction phases. The land surveying services consultant will facilitate the implementation of the projects being performed by program managers, design consultants, and construction contractor's surveyor, and may include underground utility locations, Quality Assurance and Quality Control (QA/QC) for topographic and as-built surveys.

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

Term and Estimated Cost of Contract: The County intends to retain four (4) qualified consultants/teams for four (4) Non-Exclusive Professional Services Agreements (PSA), each with an effective term of five (5) years. Maximum compensation for each PSA is $500,000, plus a 10% contingency in accordance with Ordinance 00-65.

Small Business Enterprise Measure: On June 24, 2020, the Internal Services Department's Small Business Development Division established a Small Business Enterprise Architectural and Engineering Tier 3 - 100% Set-Aside measure for this project.

Advertisement Date: November 12, 2020.

Number of Proposal(s) Received: Five (5) proposals were received by the submittal deadline of December 30, 2020.

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

Small Business Enterprise Compliance Review: Please refer to the attached Compliance Review Memorandum dated February 12, 2021.

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

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

First Tier Results: The First Tier meeting was held on April 2, 2021. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive and responsible proposals. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

Second Tier Results: Based on the Competitive Selection Committee's professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

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

- Julie Whiteside, Procurement Contracting Officer 3, Non-Voting Chairperson, Internal Services Department
- Franklyn Jarman, Senior Professional Engineer, Water and Sewer Department
- Li Gurau, Senior Program Manager, Water and Sewer Department
- Yuly Hernandez, Engineer 3, Department of Regulatory and Economic Resources

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating four (4) Non-Exclusive Professional Services Agreements for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

BELLO & BELLO LAND SURVEYING CORPORATION
Final Ranking – 1
Total Adjusted Ordinal Score – 6
Total Adjusted Qualitative Score – 276

MILLER LEGG & ASSOCIATES INC
Final Ranking – 2
Total Adjusted Ordinal Score – 7
Total Adjusted Qualitative Score - 274

LONGITUDE SURVEYORS LLC
Final Ranking – 3
Total Adjusted Ordinal Score – 8
Total Adjusted Qualitative Score - 274

HADONNE CORP
Final Ranking – 4
Total Adjusted Ordinal Score – 12
Total Adjusted Qualitative Score - 261

The following firm will serve as an alternate:

PREMIERE DESIGN SOLUTIONS INC
Final Ranking – 5
Total Adjusted Ordinal Score – 14
Total Adjusted Qualitative Score - 244

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

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

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

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

Approved:

Alex Muñoz, Director
Internal Services Department

5/21/21
Date

Attachments:

1. Experience and Qualifications
2. List of Respondents
3. SBD Compliance Review
4. First Tier Tabulation Sheet

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

MEMORANDUM
(Revised)

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

DATE: January 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(3)

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(O)(3)
1-19-22

RESOLUTION NO. R-53-22

RESOLUTION APPROVING A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LONGITUDE SURVEYORS LLC IN THE AMOUNT OF $550,000.00 FOR GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES, PROJECT NO. E20-WASD-01A; AGREEMENT NO. 21LSLLC001; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ANY PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Non-Exclusive Professional Services Agreement between Miami-Dade County and Longitude Surveyors, LLC for general land and engineering surveying and mapping services in the amount of $550,000.00, Project No. E20-WASD-01A, Agreement No. 21LSLLC001, in substantially the form attached hereto as Exhibit A and made a part hereof; and authorizing the County Mayor or Mayor's designee to execute the same for and on behalf of Miami-Dade County, Florida and exercise any provisions contained therein.

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:

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 this resolution duly passed and adopted this 19th day of January, 2022. 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

Melissa Adames
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Angela F. Benjamin

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES
PROJECT NO. E20-WASD-01A
AGREEMENT NO. 21LSLLC001**

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

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

And the ENGINEER:

Name:	Longitude Surveyors, LLC
FEIN:	36-4551726
Address:	7769 N.W. 48th Street Suite 375, Doral, FL 33166
Name:	Eduardo M. Suarez, PSM
Phone Number:	305-463-0912
E-mail Address:	esuarez@longitudefl.com

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

The COUNTY and the ENGINEER agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
LONGITUDE SURVEYORS, LLC

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY"), and Longitude Surveyors, LLC, a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County (hereinafter, the "ENGINEER," and collectively with the COUNTY, the "Parties").

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER to provide land surveying services for water and sanitary sewer systems, sanitary sewage collection and transmission systems, water and sanitary sewage pumping facilities, water and sanitary sewage treatment plants and any other similar surveying services for related projects (the "Project").

1. DEFINITIONS

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this AGREEMENT, which the ENGINEER shall perform at the COUNTY'S option and when authorized by a task authorization(s) to proceed in accordance with the terms of this AGREEMENT.

AGREEMENT or CONTRACT: This written AGREEMENT or CONTRACT between the COUNTY and the ENGINEER, including the Appendices, Attachments and Exhibits attached hereto, all documents incorporated by reference, and all amendments and task authorization(s) to proceed issued by the COUNTY hereunder.

AMENDMENT: A written modification to this AGREEMENT executed by the ENGINEER and the COUNTY covering changes, additions, or reductions in the terms of this AGREEMENT.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All COUNTY Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the Charter references in this AGREEMENT, which may be applicable, are posted on the County website www.miamidade.gov. If, after the date of this AGREEMENT, there is any change in applicable laws that increases the services to be provided, or costs or expenses incurred by the ENGINEER in performing the services on this AGREEMENT, then the ENGINEER'S compensation otherwise payable under this AGREEMENT may

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

ARCHITECT/ENGINEER ("A/E"): The named entity on page one (1) of this AGREEMENT and synonymous with the ENGINEER and Consultant.

AWARD: The issuance of a Contract by Miami-Dade County.

BOARD OF COUNTY COMMISSIONERS ("BCC"): The duly elected officials authorized to act on behalf of the COUNTY.

CONSTRUCTION MANAGEMENT SERVICES: Contract administration, construction management and field inspections that will include but are not limited to: engineering and construction administration activities during the design, permitting and construction phases of the AGREEMENT; daily on-site inspections; maintaining daily progress log(s); coordinating weekly status meetings; reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments, including allowance accounts and change orders; reviewing and accepting as-built drawings; utilizing WASD's project control system to track all documents and activities, interface with construction managers, and WASD staff as needed; and responding to requests for information.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated Work, as directed by the Director, which is necessary to satisfactorily complete the Project. Any time or money within the Contingency Allowance Account not directly authorized for use by the Director remains with the COUNTY.

DAYS: Unless otherwise designated, days mean calendar days.

DEPARTMENT: The Miami-Dade Water and Sewer Department ("WASD"), a department of Miami-Dade County represented by and acting through the Director(s).

DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the ENGINEER directly engaged by the ENGINEER on the Project, as reported to the United States Internal Revenue Service Department and billed to the COUNTY hereunder on a Multiple of Direct Salaries basis when authorized pursuant to a Task Authorization to Proceed. Personnel directly engaged on the Project by the ENGINEER may include architects, engineers, designers, inspectors, agents, project and document control personnel, administrative personnel, Information Technology personnel, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, work-related services, and other services pertinent to the Project.

DIRECTOR: The Director of the Miami-Dade Water and Sewer Department ("WASD") who administers the AGREEMENT on behalf of the COUNTY or the Director's designee, individual or firm, to act on his or her behalf during the execution of the design and construction of the Project and is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the AGREEMENT is duly executed by all Parties and is legally binding and enforceable.

ENGINEER: The firm responsible for the overall coordination of its staff and services to be provided under the AGREEMENT with the COUNTY.

FORCE MAJEURE: Force Majeure shall mean an act of God, pandemic, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this AGREEMENT, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

LUMP SUM: Under this compensation basis, A basis for compensation of the ENGINEER agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

NOTICE OF TERMINATION: Written notice from Director to the ENGINEER to stop Work under the Contract on the date and to the extent specified in the Notice of Termination as specified in Section 24.

PRINCIPAL: A design professional who oversees the firm's services in connection with a specific project. A principal ensures that the ENGINEER performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the Project and ensuring that the ENGINEER performs the Work in accordance with the safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder, or partner of the firm, (2) a director or officer of the firm or policies.

PROFESSIONAL SERVICES AGREEMENT ("PSA"): Synonymous with the terms "Contract" and "AGREEMENT."

PROJECT: The totality of the work described in Section 3 of this AGREEMENT.

PROJECT MANAGER: An individual designated by the ENGINEER to represent the ENGINEER during the completion of the Project.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the ENGINEER'S proposal for this Contract, consisting of qualifications data and information; technical narrative descriptions; design and construction data; plans and calculations; commercial data including pricing, insurance and bonding; and forms provided in the Contract, and other related documents specified in the Contract, and errata and addenda thereto.

SMALL BUSINESS ENTERPRISE ("SBE-A/E"): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a Design-Build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million dollars ($2,000,000.00) for the first tier SBE-A/E(s), four million five hundred thousand dollars ($4,500,000.00) for second tier SBE-A/E(s) in the case of architectural services, or six million dollars ($6,000,000.00) for third tier SBE-A/E(s) in the case of landscape architectural services, engineering, or surveying and mapping services.

SUBCONSULTANT: A person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an agreement with the ENGINEER to furnish professional services for the Project Scope of Services. A subconsultant does not furnish trade labor for construction.

TASK AUTHORIZATION TO PROCEED ("TASK," "TASK AUTHORIZATION," OR "WORK ORDER"): A written order, authorized by the Director, directing the ENGINEER to perform Work under this AGREEMENT.

TASK SCHEDULE: A schedule to be submitted by the ENGINEER to the Department, together with each proposal for a Task Authorization to Proceed, which contains the commencement and completion date of all relevant activities under the Task. The Task Schedule shall be prepared in accordance with the critical path method ("CPM") and shall be subject to the approval of the Director. The schedule must indicate the Task's durations and sequence of key activities of engineering, design and permitting and indicates milestone event dates as required by the Contract.

WORK ("SERVICES"): All labor, tasks, materials and activities related to the Project as defined in Section 3.

2. COUNTY OBLIGATIONS AND TASK AUTHORIZATION TO PROCEED: The COUNTY agrees that WASD shall furnish to the ENGINEER any plans or other data reasonably available in the COUNTY'S files pertaining to the Work to be performed under this AGREEMENT. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy. The ENGINEER shall be responsible for independently verifying such information if it

shall be used by the ENGINEER to accomplish the Work undertaken pursuant to this AGREEMENT.

The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed in a form similar to that shown in Attachment "A". At a minimum, a proposal must include a cost proposal, including proposed methodology for payment and an estimate of probable construction cost and a proposed Task Schedule. The ENGINEER must submit a complete task proposal within thirty (30) days of the Director's request. No payment shall be made for the ENGINEER'S time or service in connection with the preparation of any such proposal. The Director shall confer with the ENGINEER before any task authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task authorizations to proceed, subject to the conditions of this AGREEMENT.

The Director shall issue written task authorization(s) to proceed to the ENGINEER for each section of the Work to be performed hereunder. In case of emergency, the COUNTY, through the Director, may issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for Work completed to date.

The ENGINEER acknowledges that Task Authorizations to Proceed under this Section shall only be issued by duly authorized employees of the Department. The ENGINEER shall not proceed on a Task Authorization to Proceed issued by anyone other than the Director and assumes the risk of proceeding under such a Task Authorization to Proceed.

3. PROFESSIONAL SERVICES: Upon receipt of a Task Authorization to Proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written task authorization to proceed. The scope of services consists of land surveying services for water and sanitary sewer systems, sanitary sewage collection and transmission systems, water and sanitary sewage pumping facilities, water and sanitary sewage treatment plants and any other similar surveying services for related projects. The ENGINEER'S responsibilities include but are not limited to performing land surveying activities during design, construction, and post-construction phases. The ENGINEER will facilitate the implementation of the projects being performed by program managers, design consultants, and construction contractor's surveyor, and may include underground utility locations, Quality Assurance and Quality Control (QA/QC) for topographic and as-built surveys.

   The work will be assigned as required by WASD for each of the selected ENGINEERS on a rotation basis as needed. The ENGINEERS must have the ability to respond within ten (10) days of service requests. Subsequently, the rotation will be based on the total amount of assignments held within this respective group. Work assignments will be issued on an as needed basis as determined by WASD.

4. EMPLOYEES ARE THE RESPONSIBILITY OF THE ENGINEER: The ENGINEER is, and shall be, in the performance of all Work services and activities under this AGREEMENT, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the Work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the ENGINEER'S sole direction, supervision and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the ENGINEER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The ENGINEER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this AGREEMENT or a work order. The ENGINEER shall supply competent employees. The COUNTY may require the ENGINEER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task authorization to proceed. The ENGINEER shall not replace any employee in the team initially proposed by the ENGINEER without prior approval from the Director. The ENGINEER shall submit a list of employees intended to be engaged in the Work under this AGREEMENT, including their classification and labor rates, as reported to the Internal Revenue Service, with such labor rates made a part hereof as Attachment "B" to this AGREEMENT. All employees engaged in this Project will be required to submit the conflict of interest "Affidavit" attached hereto as Attachment "C".

5. ENGINEER'S RESPONSIBILITIES: In connection with the Professional Services to be rendered pursuant to this AGREEMENT, the ENGINEER agrees to:
   A. Use the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
   B. Maintain an adequate staff of qualified personnel at all times to meet completion requirements of the Professional Services within the term specified in the applicable task 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. Provide a written report on the status of the Work to the Director upon request and hold pertinent data and other products open to the inspection of the Director 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 task 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 term of the AGREEMENT and implementation of improvements for which the ENGINEER has provided design

or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER but shall be compensated for any Additional Services requested by the Director.

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

I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of WASD. IT staff must be involved in the design phase of an application and in developing the testing, training, and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and, as part of the design process for a Project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this AGREEMENT shall be transferred in an approved media and format by IT.

J. All systems developed by the ENGINEER pursuant to this AGREEMENT shall become the property of the COUNTY.

K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these standards if the system is developed outside these parameters will be the burden of the ENGINEER.

L. The COUNTY reserves the right to require background checks on ENGINEER'S staff working on sensitive WASD infrastructure information, especially Geographic Information System layers. WASD may require non-disclosure agreements to be signed regarding infrastructure information and shall hold the ENGINEER responsible for the security of this data.

M. All ENGINEER'S staff wishing to gain access to work via the COUNTY'S network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the Project, or if not signed-on to the network, after ten (10) days.

N. The ENGINEER will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.

O. The ENGINEER shall consider future impacts of sea level rise and climate change that may be addressed through design considerations.

6. <u>ORGANIZATIONAL CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY</u>:

A. WASD ORGANIZATIONAL CONFLICT OF INTEREST

1) Policy: The COUNTY, through WASD, adopts the provisions of this Section to govern potential conflicts of interest in its procurement of Engineers to implement the Project. It is the policy of the COUNTY, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the

integrity and fairness of the COUNTY'S contracting for the Project and to protect the business interests of the COUNTY thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the COUNTY'S Code of Ethics.

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

3) Certification of no organizational conflict of interest: The ENGINEER'S: (a) execution of the contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the ENGINEER'S certification to the COUNTY that the ENGINEER does not have knowledge of any organizational conflicts of interest to exist in performing the work under the AGREEMENT. False certifications may be considered a material breach of the AGREEMENT and the ENGINEER may be liable to the COUNTY for a false claim under the COUNTY'S False Claim Ordinance. At any time in anticipation of awarding the AGREEMENT, or during the performance of the AGREEMENT, the COUNTY may require the ENGINEER to execute an express written certification that after diligent inquiry the ENGINEER does not have knowledge of any organizational conflict of interest. The COUNTY may also require the ENGINEER to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the AGREEMENT.

4) Identification of organizational conflict of interest: The ENGINEER shall be obligated to disclose to the COUNTY any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Director identified in the AGREEMENT specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the COUNTY'S analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The ENGINEER'S failure to identify an organizational conflict of interest, or to disclose the same to the COUNTY in

the manner set forth in this Section, may be considered a material breach of the AGREEMENT. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same Subconsultants which may be Primes or Subconsultants in other Project Contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the COUNTY as a criterion for selection as set forth in the applicable competitive solicitation documents.

5) Addressing organizational conflicts of interest: The COUNTY will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director, with the assistance of such other persons as he may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The COUNTY shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the COUNTY must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the COUNTY'S business interests, then the COUNTY shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the COUNTY'S interest is outweighed by the expected benefit from having the conflicted Engineer perform the Contract.

6) Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the ENGINEER and/or its Subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting Subconsultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Engineer and Subconsultant duties to mitigate organizational conflicts of interest, (g) requiring Subconsultants who are conflict free to perform identified areas of work, (h) requiring the ENGINEER or its Subconsultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

7) Documentation and evaluation: The Director will set forth in the AGREEMENT file a written explanation of the methodology used to address an identified organizational conflict of interest. The COUNTY shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG or COE.

8) Organizational conflicts of interest which are not remedied: If in the sole discretion of the COUNTY there is no measure or combination of measures which protect the COUNTY against the organizational conflict of interest, then the ENGINEER may not perform the subject work. The COUNTY may in its discretion, if pre-award, decide not to award the AGREEMENT to the affected ENGINEER, and following award, terminate the AGREEMENT, or portion of the AGREEMENT, which the ENGINEER has materially breached because of such inability to perform.

7. TASK AUTHORIZATION TO PROCEED: 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 authorization to proceed from the Director after execution of this AGREEMENT and shall be completed within the time stated in the task authorization to proceed.

8. 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 the sum, payment or compensation of any kind from the COUNTY beyond that set forth in this AGREEMENT 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 the 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. The ENGINEER shall request in writing a time extension from the Director within fourteen (14) days of said force majeure. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any claim or civil action for either compensable or non-compensable time extension.

9. FORCE MAJEURE: No Party shall be liable for its failure to carry out its obligations under the AGREEMENT during a period when such Party is rendered unable, in whole or in part, by force majeure to carry out such obligations, but the obligation of

the Party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said force majeure event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any Party hereto to excuse its failure to perform by reason of force majeure shall be conditioned upon such Party giving, to the other Party or parties, written notice of its assertion that a force majeure delay has commenced within fourteen (14) calendar days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any Party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party.

Notwithstanding the foregoing, ENGINEER shall not be entitled to claim Force Majeure with respect to any impacts of the coronavirus (COVID-19) on the performance of its obligations under this Agreement.

10. CHANGE OF PRINCIPAL OR PROJECT MANAGER: Eduardo M. Suarez, PSM, shall be the Principal and Project Manager. If the COUNTY or the ENGINEER requests a change of the Principal or Project Manager, the Party initiating said change shall make the request in writing and said request shall be received by the other Party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement of the Principal or Project Manager.

11. COMPENSATION FOR SERVICES: 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 WASD and in accordance with the Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined in subsections A, B and C below as specified in a written task authorization to proceed approved by the Director:

    A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

        1) The fee for professional services rendered by the ENGINEER'S employees, whose personnel categories are not listed on Attachment "D," 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. Invoicing by the ENGINEER for persons not specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only if it is necessary to address unique project needs. Office Employees shall mean personnel that are located in the home offices of the ENGINEER and/or project office. This also applies to Subconsultant(s) when such home offices provide office space. Field Employees shall mean personnel that are performing duties in the field and not at the central offices at the COUNTY located at 111 N.W. 1 Street, Miami, Florida 33128, 3071 S.W. 38 Avenue, Miami, Florida 33146 and 3575 South Lejeune Road, Miami, Florida 33146. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the Work, such as salaries of all employees including, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed one hundred and fifty-nine dollars ($159.00) per hour for the ENGINEER and Subconsultant(s).

Professional Services Rates are referenced on Attachment "D"

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

2) For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime Work considered necessary and previously authorized in advance by the Director in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. Overtime is defined as Work in excess of forty (40) hours per week. The multiplier rate in Section 11.A.1 does not apply.

3) Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the ENGINEER and its Subconsultant(s) and made a part hereof as Attachment "B" and shall be consistent with prevailing local wage rates paid for similar Work to similar employee classifications and subject to approval by the Director prior to starting Work.

4) The ENGINEER and its Subconsultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind including, but not limited to: insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, customary computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, or clerical work. Nor shall the ENGINEER invoice for employee time not directly related to the Work or travel and subsistence not directly related to the Work. The multiplier factor set forth in Section 11.A.1. above shall cover all such costs pertinent to the Work.

5) All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the ENGINEER unless otherwise provided for herein or within a written task authorization to proceed. The ENGINEER shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the ENGINEER, payable to such Subconsultant(s).

6) The ENGINEER shall promptly make all payments to such Subconsultant(s) following receipt by the ENGINEER of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the ENGINEER shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation to Subconsultants shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the ENGINEER in Section 11.A.1. above. Invoicing by the ENGINEER for Subconsultant services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only in the event that it is necessary to address unique Project needs.

7) Not To Exceed: Under this compensation, the ENGINEER is compensated for the actual time of personnel engaged directly in performing services under this AGREEMENT. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the task authorization to proceed. The compensation method shall be in accordance with the compensation schedule as shown in Section 11.A.1 of this AGREEMENT.

B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of WASD, a lump sum mutually agreed upon by the Director and the ENGINEER. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization to proceed. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted and paid based on original receipts and actual costs.

C. Reimbursable Expenses: The ENGINEER may be compensated on a direct reimbursement basis for certain Work-related expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director in writing. Reimbursable expenses typically are not considered the cost of doing day-to-day business and may include:

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

2) Expenses for travel (except commuting)- the ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Section 112.061, Florida Statutes, and the COUNTY's Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this Section, the principal place of business shall be considered the 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 WASD, and the ENGINEER shall submit said records with their invoices.

3) Reimbursable expenses of the ENGINEER and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid.

4) The ENGINEER shall be required to submit original receipts of all reimbursable expenses for task authorizations to proceed issued on a time and material basis and lump sum.

5) Items not listed shall be reviewed on a case-by-case basis and shall require approval in advance by the Director.

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this AGREEMENT shall not exceed five hundred thousand dollars ($500,000.00), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the ENGINEER. Maximum Compensation may not be increased for the entire duration of the AGREEMENT without approval by the County Mayor or County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the ENGINEER after the

five hundred thousand dollars ($500,000.00) maximum compensation limit of the AGREEMENT has been encumbered, the Director shall have the right to authorize performance of additional services, provided that compensation for such services does not exceed ten percent (10%) of the AGREEMENT maximum compensation limit, which maximum contingency allowance amount shall be fifty thousand dollars ($50,000.00). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the ENGINEER. The task authorization to proceed must clearly identify, explain and justify the reason for the additional services. 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 Allowance Account remain the property of the COUNTY.

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

G. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of this AGREEMENT, the COUNTY reserves the right in its sole discretion, through the Director, to negotiate fees and rates with the ENGINEER, mutually acceptable to the COUNTY and the ENGINEER, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

12. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, as currently in effect or as amended in the future, for all authorized Work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit original invoices that do not contain charges that are more than one hundred twenty (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. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate and/or Reimbursable Expenses:

1) The ENGINEER shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing the Work completed.

2) Pursuant to the Ordinance pertaining to Small Business Enterprise Programs; amending sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, 2-8.9 and 10-34 of the Code requires the use of Miami-Dade County's web-based system for the COUNTY contracts, the ENGINEER is responsible for reporting all payments made to each subconsultant participating on a COUNTY project and payments received must be confirmed by the subconsultants via Miami-Dade County's Business Management Workforce System (BMWS) at https://mdcsbd.gob2g.com.

3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with the authorized Work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 11 of this AGREEMENT.

4) 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 WASD. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing Work completed.

2) Pursuant to the Ordinance pertaining to Small Business Enterprise Programs; amending sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, 2-8.9 and 10-34 of the Code requires the use of Miami-Dade County's web-based system for the COUNTY contracts, the ENGINEER is responsible for reporting all payments made to each subconsultant participating on a COUNTY project and payments received must be confirmed by the subconsultants via Miami-Dade County's Business Management Workforce System (BMWS) at https://mdcsbd.gob2g.com.

3) The amount due on the invoice shall be calculated by applying the percentage of the total Work completed to date to the authorized lump sum and subtracting any previous payments.

4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

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

14. SCHEDULE OF WORK: WASD 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 authorization to proceed issued by the Director shall cover in detail the scope, time for completion, and compensation for the engineering services requested in connection with each unit or section of Work.

15. RIGHT OF DECISIONS: The Parties desire to resolve all disputes informally in an amicable manner without litigation. Therefore, all services shall be performed by the ENGINEER to the satisfaction of the Director who shall make an initial decision on all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this AGREEMENT, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive, and binding upon the Parties unless a party provides written notice of objection within ninety (90) days of a written decision by the Director. The Parties will follow the notice of objection with a senior management meeting between the Director or other designee of the County and an executive representative of ENGINEER no less than Senior Vice President. If the dispute is not resolved within sixty (60) days of the notice of objection, either party may seek resolution of the dispute in a Court of competent jurisdiction. The ENGINEER shall continue to perform under the AGREEMENT and follow the Director's direction during the time a dispute is being resolved.

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

used or reproduced by the ENGINEER in the performance of this AGREEMENT. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

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

17. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION:
Under no circumstances shall the ENGINEER without the express written consent of the COUNTY:

    A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the Work being performed hereunder, unless the ENGINEER first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

    B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person, whether governmental or private, in connection with the services to be performed hereunder except upon prior written approval and instruction of the COUNTY.

    C. Except as may be required by law, the ENGINEER and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the ENGINEER or such parties has been approved or endorsed by the COUNTY.

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

19. 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.

20. SUBCONSULTANTS: NOT APPLICABLE
The ENGINEER shall not sub consult, assign or transfer to others Work performed under this AGREEMENT without thirty (30) days written notice to the Director. The

request must be approved by the Director and after the Internal Services Department, Division of Small Business Development, approves the additional SBE Subconsultant(s). In addition, the ENGINEER shall not allow the Subconsultant to utilize, assign or transfer Work to others for Work performed under this AGREEMENT without the written consent of the Director. When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the Work to be inserted in the pertinent documents or data. Nothing contained in this AGREEMENT shall create any contractual relationship between the COUNTY and the Subconsultants.

A. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Small Business Enterprise (SBE) Architectural and Engineering program. The COUNTY has established one hundred percent (100%) SBE Set-Aside participation goal under this Agreement.

B. SUBCONSULTANTS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES: Pursuant to Sections 2-8.1, 2-8.8 and 10-34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars ($100,000.00) or more, the entity contracting with the COUNTY must report to the COUNTY the race, gender and ethnic origin of the owners and employees of its first tier subconsultants using the Subconsultant/Supplier Listing form, attached hereto as Attachment "F". In the event that the successful bidder demonstrates to the COUNTY prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to 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 AGREEMENT.

21. 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. The ENGINEER agrees to provide the COUNTY with a copy of its dispute resolution process.

22. SOLICITATION: The ENGINEER warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER'S Subconsultants, have been retained or employed to solicit or secure this AGREEMENT or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this AGREEMENT. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER

or the ENGINEER'S Subconsultants, to accomplish the Work contemplated under the terms of this AGREEMENT. The COUNTY shall not pay the ENGINEER for any Work performed by COUNTY employees. For breach of violation of this warranty, the COUNTY has the right to annul this AGREEMENT without liability to the ENGINEER for any reason whatsoever.

23. WARRANTY: The ENGINEER warrants that the services furnished by the ENGINEER under this AGREEMENT shall conform to the quality expected of and usually provided by the profession in the State of Florida.

24. NOTICE OF TERMINATION OF AGREEMENT: The Director may terminate this AGREEMENT, in total or in part, without cause or penalty, by thirty (30) days prior written notification or by declining to issue the written task authorization to proceed, as provided herein, in which event the COUNTY'S sole obligation to the ENGINEER shall be payment, in accordance with Section 11.D, "MAXIMUM COMPENSATION", 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.

25. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of five (5) years after the date of execution of this AGREEMENT. Actual completion of the Services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this AGREEMENT, including but not limited to, indemnification and insurance. This AGREEMENT may be terminated by mutual consent of the Parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this AGREEMENT'S term shall be compensated in accordance with Section 11 herein.

26. 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 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. At the Director's discretion, 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 Section of this AGREEMENT, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

27. CONSEQUENCE FOR NONPERFORMANCE: Should the ENGINEER fail to perform its services within the time agreed to by the COUNTY and the ENGINEER,

and such failure causes a delay in the progress of the Work, the ENGINEER shall be liable for damages to the COUNTY resulting from such delay.

Delay in Performance: 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 a time extension from the Department Director within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the ENGINEER for extra compensation unless additional services are required. Force majeure shall mean an act of God, pandemic, epidemic, fire, explosion, hurricane, flood or similar occurrence, civil disturbance or similar occurrence, which has had, or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Subconsultants/subcontractors, etc.

In the event a deficiency occurs as the result of the ENGINEER'S services and should there be no resolution to said deficiencies by the ENGINEER through the established meetings and agendas, the COUNTY shall notify the ENGINEER through a formal "Notice of Deficiency", specifying the basis for such deficiency, and advising the ENGINEER that such deficiency must be cured immediately, or the project assignment may be terminated. The ENGINEER can cure and rectify the deficiency, to the COUNTY's reasonable satisfaction as confirmed through COUNTY's written approval, within thirty (30) days of actual notice of the Notice of Deficiency (the "Cure Period"). Failure to respond or comply with the plan for correction of deficiencies by the ENGINEER group within the allotted time shall result in a formal Notice to Cure. This formal Notice to Cure is the COUNTY's last step and the ENGINEER group's last opportunity to cure any defects or failures in the ENGINEER group's performance prior to the COUNTY's formal Termination For Default Notice.

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

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

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

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

This Section shall survive expiration or termination of this AGREEMENT.

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

29. INSURANCE: The ENGINEER shall not commence any Work pursuant to this AGREEMENT until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY'S Risk Management Division of the Internal Services Department.

    The ENGINEER shall furnish the certificates of insurance to WASD'S Chief, Intergovernmental Affairs Section, Suite 152, 3071 S.W. 38th Avenue, Miami, Florida 33146. The certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section 29.

    A. Worker's Compensation Insurance for all employees of the ENGINEER as required by Florida Statute 440.
    B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude coverage for

Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.
D. Professional Liability Insurance in an amount not less than $1,000,000 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

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this AGREEMENT.

30. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The ENGINEER shall, during the term of this AGREEMENT, be governed by federal, State of Florida and County laws, regulatory orders, County codes and resolutions, and WASD operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project. WASD will assist the ENGINEER in obtaining copies of the laws, orders, codes, resolutions, or procedures not readily available on the internet, including, but not limited to, the following:

1) Ordinance No. 72-82 (Conflict of Interest), as amended;
2) 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 521550, Miami, Florida 33152:

(a) A source of income statement;
(b) A current certified financial statement; or
(c) A copy of the ENGINEER'S Current Federal Income Tax Returns.

3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code (if applicable);
4) Environmentally Acceptable Packaging Resolution No. R-738-92;
5) Small Business Enterprises. The COUNTY endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;
6) Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
7) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
8) Architectural and Engineering Selection Process, Administrative Order 3-39;
9) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
10) Criminal Record, Ordinance No. 94-34;
11) Resolution No. 113-94, Quarterly Reports (Private Sector Work); Independent Private Sector Inspector General (IPSIG); Resolution No. 516-96 and Administrative Order No. 3-20; and
12) Resolution R-63-14 – Contractor Due Diligence Affidavit, Attachment "G".

B. Furthermore, the ENGINEER shall execute the attached Affirmation of Vendor Affidavits:

1) Miami-Dade County Ownership Disclosure Affidavit, Section 2-8.1 of the County Code;
2) Miami-Dade County Employment Disclosure Affidavit, County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code;
3) Miami-Dade County Employment Drug-Free Work Certification, Section 2-8.1(b) of the County Code;
4) Miami-Dade County Disability Nondiscrimination Affidavit, Article 11, Section 2-8.1.5 of the County Code, and Resolution R-182-00 amending R-385-95;
5) Miami-Dade County Debarment Disclosure Affidavit, Section 10-38 of the County Code;
6) Miami-Dade County Vendor Obligation to County Affidavit, Section 2-8.1 of the County Code, Attachment "H".
7) Miami-Dade County Code of Business Ethics (Article 1, Section 2-8.1(i), and Section 2-11(b)(1)-(6) and (9) of the County Code, and County Ordinance No. 00-1, amending Section 2-11.1(c) of the County Code);
8) Miami-Dade County Family Leave, Article V of Chapter 11 of the County Code;
9) Miami-Dade County Living Wage, Section 2-8.9 of the County Code;
10) Miami-Dade County Domestic Leave and Reporting Affidavit, Article VIII, Section 11A-60 - 11A-67 of the County Code;

11) Required Listing of Subcontractor and Suppliers Contracts Certification, Section 10-34 of the County Code;
12) False Claims, Ordinance No. 99-152;
13) Fair Subcontracting Policies Certification, Section 2-8.8 of the County Code, Attachment "I"; and
14) Collusion Affidavit, Section 2-8.1.1 and 10-33.1of the County Code, Attachment "J".

31. PUBLIC ENTITY CRIMES: To be eligible for award of a contract, firms wishing to do business with the COUNTY must comply with the following: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

32. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this AGREEMENT or any provisions in a particular task authorization to proceed, proprietary computer programs or software, developed by the ENGINEER outside of this AGREEMENT, shall remain the exclusive property of the ENGINEER and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable the COUNTY to use proprietary property, including but not limited to, computer programs or software.

33. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by the COUNTY'S Internal Services Department. The Plan is hereby incorporated as a contractual obligation of the ENGINEER to the COUNTY.

34. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. 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, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. Such actions shall include but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The 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; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this AGREEMENT, the 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.

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

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

activities of the ENGINEER, its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with AGREEMENT specifications and to detect fraud and corruption.

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

The 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:

A. If this AGREEMENT is completely or partially terminated, the ENGINEER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and

B. 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, employees, subconsultants and suppliers. 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 of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board of County Commissioners (BCC); (j) professional service agreements under one thousand dollars ($1,000); (k) management agreements; (l) small purchase orders

as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the BCC may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

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

36. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of Administrative Order 3-20 and Resolution No. 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 is not limited to: monitoring and investigating compliance with Contract Specifications, project cost, and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the ENGINEER, its officers, agents and employees, lobbyists, 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 documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER'S possession, custody or control which in the IPSIG's sole judgment pertain to performance of the AGREEMENT, including but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

37. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY: The ENGINEER shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all

requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the ENGINEER upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Agreement and shall be enforced in accordance with the terms of the Agreement.

If the ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to the ENGINEER'S duty to provide public records relating to this AGREEMENT, contact the Custodian of public records at (305) 375-5773; lsd-Vss@Miamidade.Gov; 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128.

38. PERFORMANCE EVALUATIONS: In accordance with Administrative Order 3-39 entitled "Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change order and reporting", the ENGINEER is advised that performance evaluations of the services rendered under this AGREEMENT shall be performed by WASD and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

39. ETHICS COMMISSION: Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors, engineers, 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.

40. 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.

41. 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.

42. HEADINGS: The table of contents and any headings preceding the text of the Sections and subsections of this AGREEMENT shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

43. BINDING EFFECT: This AGREEMENT shall inure to the benefit of and shall be binding upon the ENGINEER and the COUNTY and their respective successors, assigns and legal representatives.

44. NO THIRD-PARTY RIGHTS: This AGREEMENT is exclusively for the benefit of the COUNTY and ENGINEER and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

45. NON-EXCLUSIVITY: Notwithstanding any provision of this AGREEMENT, this AGREEMENT is nonexclusive, and the COUNTY is not precluded from retaining or utilizing any other engineer to perform like services for WASD. The ENGINEER shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other ENGINEER to perform any such like services.

46. 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.

47. 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.

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

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

such information shall maintain the exempt status of the information.

49. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or Subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this AGREEMENT or require the termination or cancellation of the Subconsultants' agreements. In addition, a violation by the ENGINEER and/or Subconsultants, or failure to comply with the Administrative Order 3-39, may result in the imposition of one or more of the sanctions listed therein. The COUNTY additionally retains all rights sanctioned 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.

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

51. DRAFTING RESPONSIBILITY: Neither Party shall be held to a higher standard than the other Party in the interpretation or enforcement of this AGREEMENT, as a whole, or any portion hereof, based on drafting responsibility.

52. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR 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, 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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

A. Errors: It is specifically agreed that any construction changes identified by the COUNTY as an error in the bid documents that were prepared by the

ENGINEER may constitute an additional cost to the COUNTY that would not have been incurred without error. The ENGINEER agrees to be responsible for direct damages to the COUNTY to the extent such damages were caused by the ENGINEER'S breach of the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT.

B. Omissions: It is further specifically agreed for purposes of this AGREEMENT that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the ENGINEER may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The ENGINEER agrees to be responsible for direct damages to the COUNTY to the extent such damages were caused by the ENGINEER'S breach of the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT.

If applicable to the services provided by the ENGINEER, the ENGINEER shall participate in all negotiations with the contractor related to this Section. Such ENGINEER participation shall be at no additional cost to the COUNTY. Failure by the ENGINEER to participate in the negotiations with the contractor shall constitute a waiver of ENGINEER'S rights to contest the appropriateness or amount of any settlement or change orders.

To obtain recovery for errors and/or omissions covered in Paragraphs A and B above, the COUNTY shall deduct from funds due the ENGINEER in this or any other contract the ENGINEER may or will have with the COUNTY up to the amount of the ENGINEER'S insurance deductible. Should the damages incurred by the COUNTY exceed the ENGINEER'S insurance deductible, the COUNTY shall look to the ENGINEER and the ENGINEER'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this AGREEMENT, the ENGINEER specifically agrees to the reasonableness of these damage calculations and to the COUNTY'S rights to recover same as stated above provided, however, the Parties agree that in no event shall the ENGINEER be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the ENGINEER'S indemnification obligations to the COUNTY pursuant to Section 28 of this AGREEMENT or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

54. MIAMI-DADE WATER AND SEWER DEPARTMENT CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE: Notwithstanding any other provision of this Contract, the County Mayor or the County Mayor's designee may exercise the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this AGREEMENT is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this AGREEMENT shall be deemed terminated

without further notice. In such event, the ENGINEER shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the ENGINEER is eligible for payment for any work done prior to failure of the ratification in accordance with Section 24 of this AGREEMENT.

55. NON-DISCRIMINATION: The ENGINEER agrees not to discriminate against any employee, applicant, tenant, or person on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking or veterans' status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

56. 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.

57. E-VERIFY: By entering into this AGREEMENT, the ENGINEER becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the ENGINEER effective January 1, 2021 and requiring all Subconsultants to provide an affidavit attesting that the Subconsultants does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the ENGINEER may be liable for any additional costs incurred by the County resulting from the termination of Section 24 of the Contract. If this Contract is

terminated for a violation of the statute by the ENGINEER, the ENGINEER may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

58. CORONAVIRUS DISEASE OF 2019: For the purposes of this AGREEMENT, and notwithstanding anything to the contrary in this AGREEMENT, the COUNTY and ENGINEER agree as follows: The COUNTY and ENGINEER acknowledge that they are entering into this AGREEMENT during a pandemic caused by the Coronavirus Disease of 2019 ("COVID-19"). In response to the effects of COVID-19 to date, including but not limited to subsequent waves or re-infections, the ENGINEER agrees to implement and undertake the procedures described in Attachment "K" ("COVID-19 Procedures") during the performance of the Work.

(the remainder of this page was intentionally left blank)

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

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Board

By:_____
County Mayor

ATTEST:

Longitude Surveyors, LLC.
(Corporate Seal)

By:_____
Signature

_____, Secretary
Print Name

By: Eduardo M Suarez
Signature

EDUARDO M SUAREZ, President
Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of AUGUST, 2021 by EDUARDO M SUAREZ as President, and _____, as Secretary, _____, a _____, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

DANIEL FERRERA
Notary Public - State of Florida
Commission # GG 237925
My Comm. Expires Sep 3, 2022
Bonded through National Notary Assn.

_____
(Signature of person taking acknowledgment)

DANIEL FERRERA
(Name typed, printed or stamped)

GG 237925
(Serial number, if any)

Approved for Legal Sufficiency:

_____
Assistant County Attorney

ATTACHMENTS

Attachment A	Proposal for Services and Labor Expenses
Attachment B	Labor Rates/Table of Organization
Attachment C	Conflict of Interest Affidavit
Attachment D	Fee Schedule
Attachment E	Truth-In-Negotiation Certificate
Attachment F	ISD Form #7 Subcontracting/Supplier Listing
Attachment G	Contractor's Due Diligence Affidavit
Attachment H	Affirmation of Vendor Affidavits
Attachment I	ISD Form #9 Fair Subcontracting Practices
Attachment J	Collusion Affidavit
Attachment K	COVID-19 Prevention and Reporting Plan

ATTACHMENT A

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

Position	Name & (Company)	Labor Multiplier	Hourly Rate	Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 2.5		Task 2.6		Task 3		Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Project Manager			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 3			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 2			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Engineer 1			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Sr. Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Technician			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
Drafter			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
			0.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00	$0.00
		Sub-totals		0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$0.00	$0.00

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		$35.00/day	
Gas (for rental cars only)		$3.75/gallon	
Food			
Breakfast		$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Mileage		$0.48528/mile (for use of personal vehicle)	
		Subtotal Direct Expense	$ -
Total Labor and Direct Expenses = $ -		$ -	$ -

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

Summary of Reimbursable Expenses

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

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

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

Longitude Surveyors LLC.
7769 NW 48 street,
Suite 375
Doral, FL 33166

Attachment B

August 23, 2021

Miami-Dade County Water & Sewer Department
3071 SW 38th Avenue
Miami, FL 33146

Reference: General Land and Engineering Surveying and Mapping Services for WASD (Set-Aside) Solicitation E20-WASD-01A

1. The hourly rates provided below are effective as of 08/23/2021.

2. Professional Services Job Classification provided by Sub- Consultant personnel are listed below along with raw salary rates:

Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as defined in the agreement
Eduardo Suarez	Principal – Surveyor	$ 75.00	Manage the Project	Project Manager
John H. Adler, III	Surveyor – Computer	$ 50.00	Assist in management of the Project	Senior Surveyor & Mapper Assistant Project Manager
Darryl J. Hauser	Senior Surveyor & Mapper	$40.00	QA/QC	Senior Surveyor & Mapper
Norma Alvarez, PE	Professional Engineer	$43.27	QA/QC	Professional Engineer
Daniel Rodriguez	Certified Survey Technician/ Certified Drone Pilot	$ 38.00	CAD / Drone	Certified Survey Technician/ Certified Drone Pilot
Daniel Ferrera	Survey Technician	$42.00	CAD Technician	Survey Technician
Giancarlo Sorana	Survey Technician	$35.00	CAD Technician	Survey Technician
Carlos Cuneo	Field Project Specialist	$40.00	Field Supervisor	Field Project Specialist

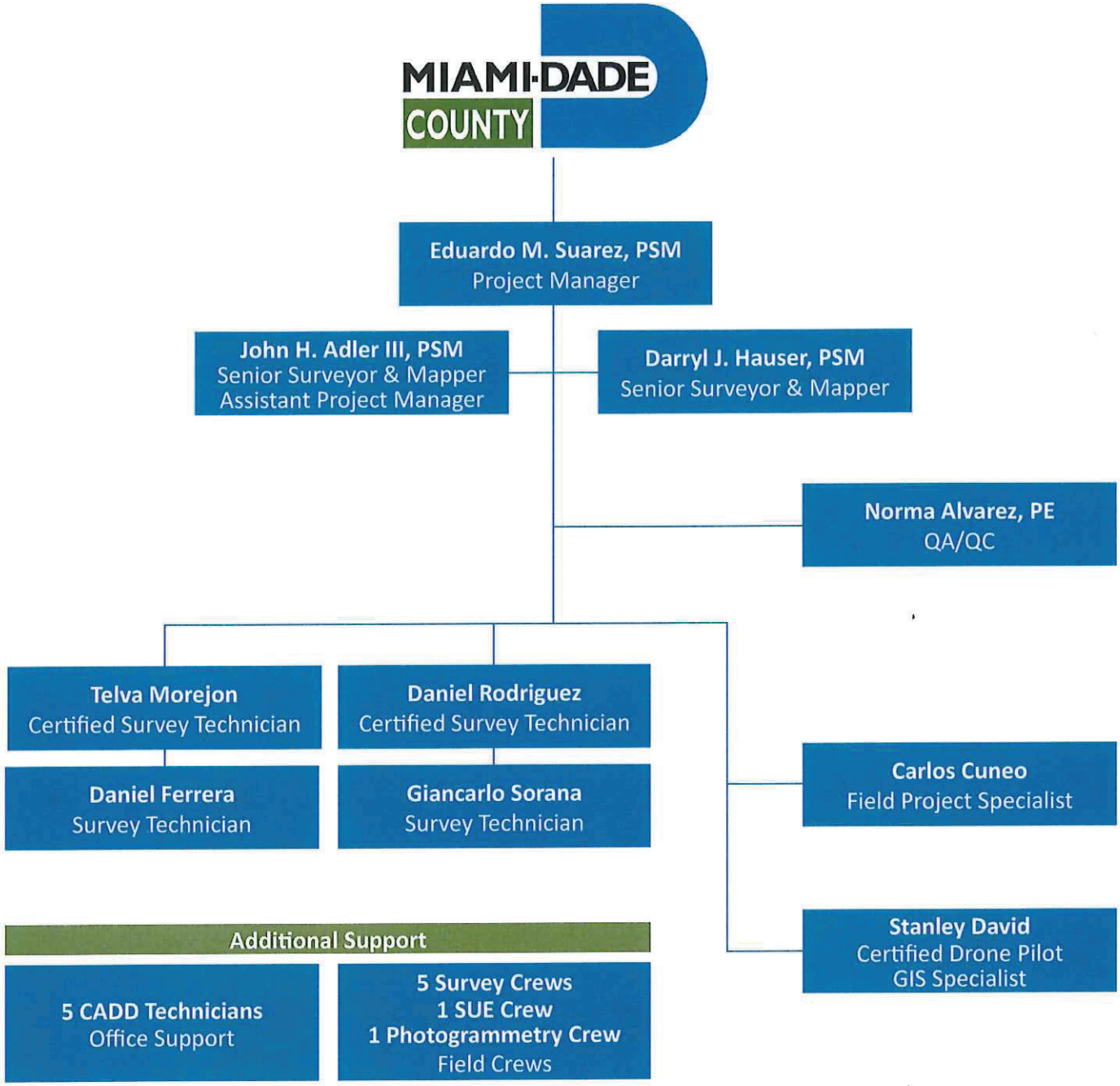
3. Fees and other compensation will be computed in accordance with one or a combination of methods outlined in the Agreement and as specified in a written task authorization.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Respectfully,

Longitude Surveyors LLC.

8/23/21

Eduardo M. Suarez, PSM.
President
esuarez@longitudefl.com



Longitude Surveyors LLC

FEIN: 36-4551726

15.01 Surveying and Mapping – Land Surveying

15.03 Surveying and Mapping – Underground Utility Location

ATTACHMENT C

CONFLICT OF INTEREST

AFFIDAVIT

I, _____, being first duly sworn, state:

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

_____
Date

_____
Name of Affiant

_____
Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 201___, by , who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

_____
Notary Public

_____ _____
Print Name Serial Number

Item Notice Only

Contract E19-DTPW-04 Fee Schedule Category 15.01 (2021 through 2025)

General Land and Engineering Surveying (Office Staff)

		1st Year	2nd Year	3rd Year	4th Year	5th Year	
1	Draftperson	$ 104.58	$ 106.15	$ 107.74	$ 109.36	$ 111.00	Per Hour
2	Surveyor Computer	$ 117.65	$ 119.41	$ 121.41	$ 123.23	$ 125.08	Per Hour
3	Principal Surveyor	$ 193.97	$ 196.88	$ 199.83	$ 202.83	$ 205.87	Per Hour

General Land and Engineering Surveying Field Crews (Non-Airpot)

		1st Year	2nd Year	3rd Year	4th Year	5th Year	
1	Survey Crew (Party of Four)	$ 2,175.77	$ 2,208.40	$ 2,241.53	$ 2,275.15	$ 2,309.28	Per Day
2	Survey Crew (Party of Three)	$ 1,876.92	$ 1,905.07	$ 1,933.65	$ 1,962.65	$ 1,992.09	Per Day
3	Survey Crew (Party of Two)	$ 1,711.86	$ 1,737.54	$ 1,763.61	$ 1,790.06	$ 1,816.91	Per Day
4	Mobil Lidar Services Rates to be negotiated with Project Manager						

General Land and Engineering Surveying Field Crews (Airport/Port of Miami)

		1st Year	2nd Year	3rd Year	4th Year	5th Year	
1	Survey Crew (Party of Four)	$ 2,502.14	$ 2,539.67	$ 2,577.76	$ 2,616.43	$ 2,655.68	Per Day
2	Survey Crew (Party of Three)	$ 2,158.48	$ 2,190.85	$ 2,223.71	$ 2,257.07	$ 2,290.93	Per Day
3	Survey Crew (Party of Two)	$ 1,968.64	$ 1,998.17	$ 2,028.14	$ 2,058.56	$ 2,089.44	Per Day

Appendix "A" (3)

Contract E19-DTPW-04 Fee Schedule Category 15.03 (2021 through 2025)

Under Ground Services

		1st Year	2nd Year	3rd Year	4th Year	5th Year	
1	Designating Services (USL) 3 men crew	$ 292.71	$ 297.10	$ 301.56	$ 306.08	$ 310.67	Per hour
2	GPR 3 men crew	$ 331.74	$ 336.72	$ 341.77	$ 346.90	$ 352.09	Per hour
3	Vac Truck (Test Holes)	$ 450.00	$ 456.75	$ 463.60	$ 470.55	$ 477.60	Per hole

Note: For USL Crews, GPR crews, and Vack Trucks, a minimum of four (4) hours shall be paid in cases of cancellation due to inclement weather or other reasons, after the crew has reported to the site.

General Notes

1 **Maintenance of Traffic** will be reimbursed as a direct cost (previous approval in writing form Project Manager is required.

2 **Police Escort** will be reimbursed as a direct cost (previous approval in writing grom Project Manager is required)

3 **Rates per lienar foot** are not allowed under this contract

4 **Reporting Requirement:** Consultant is required to provide DTPW all documents such as Proposals, Work Orders, Payments, when doing work for another County Department or Agency failure to do so will result on suspension

Attachment E
Truth-In-Negotiation Certificate

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

This sworn statement is submitted for:

PROJECT TITLE: GENERAL LAND AND ENGINEERING SURVEYING AND MAPPING SERVICES

PROJECT NUMBER: E20-WASD-01A

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

_____
(Signature of Authorized Representative)

Title PRESIDENT

Date 8/23/21

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 23 day of August, 2021,

by EDUARDO M. SUAREZ,
(Authorized Representative)

of Longitude Surveyors, LLC,
(Name of Corporation, Partnership, etc.)

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

_____
(Signature of Notary)

DANIEL FERRERA
(Print Name)

Notary Stamp or Seal:

DANIEL FERRERA
Notary Public - State of Florida
Commission # GG 237925
My Comm. Expires Sep 3, 2022
Bonded through National Notary Assn.

Notary Commission Number: GG 237928
My Commission Expires: Sept. 3, 2022

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Longitude Surveyors, LLC FEIN # 36-4551726

Project/Contract Number E20-WASD-01A

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 bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/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 bidder/respondent 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 successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder 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/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	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	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific	Native American/Native Alaskan	Other
Longitude Surveyors, LLC	Eduardo M. Suarez	Surveying and Mapping	1				1				31	10	1	2	37			1
7769 NW 48 St. Suite 375																		
Doral, FL 33166																		

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	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific	Native American/Native Alaskan	Other

☐ **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/User department or on-line to the Small Business Development Division of the Internal Services Department at http://new.miamidade.gov/business/business-development.asp.**

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

Signature of Bidder/Respondent	Print Name	Print Title	Date
	Eduardo M. Suarez	President	08/23/2021

SUB 100 Rev. 6/12

80

ATTACHMENT F

Miami-Dade County
Contractor Due Diligence Affidavit

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

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

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

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

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

Contract No. : E20-WASD-01A

Federal Employer Identification Number (FEIN): 36-4551726

Contract Title: General Land and Engineering Surveying and Mapping Services for WASD (Set-Aside)

Eduardo M. Suarez	President, PSM/Project Manager	Eduardo M Suarez
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Longitude Surveyors LLC	12/23/2020
Name of Firm	Date

7769 NW 48 Street Suite 375 Miami, FL 33166	FL	33166
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 23rd day of, December, 2020 by

EDUARDO M. SUAREZ He or she is personally known to me or has produced identification

Signature of Notary Public

GG237925

Serial Number

DANIEL FERRERA

Print or Stamp of Notary Public

09-03-2022

Expiration Date

DANIEL FERRERA
Notary Public - State of Florida
Commission # GG 237925
My Comm. Expires Sep 3, 2022
Bonded through National Notary Assn.

Notary Public Seal

ATTACHMENT H

Miami-Dade County
Internal Services Department
Affirmation of Vendor Affidavits

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. : E20-WASD-01A **Federal Employer Identification Number (FEIN):** 36-45517

Contract Title: General Land and Engineering Surveying and Mapping Services for WASD

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) f 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*

Eduardo M Suarez — Printed Name of Affiant
PRESIDENT — Printed Title of Affiant
Eduardo M Suarez — Signature of Affiant
LONGITUDE SURVEYORS LLC — Name of Firm
8/23/21 — Date
7769 NW 48 STREET #375 DORAL — Address of Firm
FL — State
33166 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 23 day of, August 20 21.

by EDUARDO M. SUAREZ He or she is personally known to me ☑ or has produced identification ☐

Type of identification produced

Signature of Notary Public

GG 237925 — Serial Number

DANIEL FERRERA — Print or Stamp of Notary Public

SEPT. 3, 2022 — Expiration Date

DANIEL FERRERA
Notary Public - State of Florida
Commission # GG 237925
My Comm. Expires Sep 3, 2022
Bonded through National Notary Assn.

12/12/2012

ATTACHMENT I

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:

At Longitude Surveyors, LLC we believe in diversity, and one of the ways we promote that diversity is in the use of subcontractors that we hire for all opportunities.

- We identify the most qualified sub-contractors for the particular project.
- Everything being equal if we find that two (2) subcontractors meet the qualifications we will choose the subcontractors that adds diversity to our team.

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

Signature of Authorized Representative: _____

Title: President Date: 8/23/2021

Proposer's Name: Eduardo M. Suarez

JSDFormNo. 9 - 01-31-12

ATTACHMENT J

BID NO.: **BID TITLE:**

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 EDUARDO M. SUAREZ 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, control 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.*

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

By: _____ 8/23/21
Signature of Affiant Date

EDUARDO M JUAREZ / PRESIDENT 36-4555172161
Printed Name of Affiant and Title Federal Employer Identification Number

LONGITUDE SURVEYORS LLC
Printed Name of Firm

7769 NW 48 STREET #375 DORAL, FL 33166
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 23 day of August 2021

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ GG 237925
Signature of Notary Serial Number

DANIEL FERRERA Sept. 3, 2022
Print or Stamp Name of Notary Expiration Date

Notary Public – State of Florida

Notary Seal

DANIEL FERRERA
Notary Public - State of Florida
Commission # GG 237925
My Comm. Expires Sep 3, 2022
Bonded through National Notary Assn.

ATTACHMENT K

Miami-Dade Water and Sewer Department
Contractor COVID-19
Prevention and Reporting Plan Requirements

Updated 06-10-2021

Miami-Dade County Water and Sewer Department (WASD) continues to follow guidance from the Centers for Disease Control and Prevention (CDC) and the Florida Department of Health (FDOH) in the prevention of COVID-19. WASD is therefore requiring the submittal of a *COVID-19 Prevention and Reporting Plan*, herein COVID-19 Plan, from all contractors and consulting companies working on WASD properties and projects. A written COVID-19 Plan must be submitted prior to the issuance of contract Award or Notice to Proceed, or for existing Contractor/Consultants, within 48 hours of notification.

The COVID-19 Plan must include the following:

- An *Employee Education Program* that provides training to all Contractor/Consultant employees, on their Company's COVID-19 Plan elements, including but not limited to:
  - Signs and symptoms of COVID-19
  - Exposure control practices.
  - Reporting procedures and home isolation requirements that an employee must follow if they have signs and symptoms of Flu or COVID-19, if they are aware of another employee that has signs and symptoms of Flu or COVID-19, if they have had a positive or presumptive positive COVID-19 test, and/or a family member or close contact had a positive or presumptive positive COVID-19 test.
- *Procedures for Cleaning and Disinfection* of the work area, shared vehicles, restrooms/portable toilet facilities, etc., for disease prevention and in the event of a symptomatic, or positive or presumptive-positive COVID-19 employee.
- *Employee Reporting and Home Isolation* protocols that includes:
  - Mandatory reporting and stay-at-home requirements for anyone exhibiting signs and symptoms of Flu or COVID-19 and assurance that employees who report to work sick will be sent home. Returning to work shall only occur after the employee is symptom-free, without prophylactics, in accordance with CDC Guidelines
  - Mandatory reporting and stay-at-home requirements for anyone that has a positive or presumptive positive COVID-19 test, and/or has had a family member or close contact had a positive or presumptive positive COVID-19 test. Return to work shall be based on CDC guidelines.
  - Identification protocols for any close contacts, including, but not limited to other Contract/Consultant employees, Project Managers, Vendors, and WASD employees.
  - **RETURN TO WORK ON WASD PROJECTS MUST BE CLEARED BY WASD HUMAN RESOURCES**
- *Contractor/Consultant Reporting Procedures* to WASD which shall include reporting of any employee that has been placed on quarantine, or home isolation, including an employee with any of the following: signs and symptoms, positive or presumptive positive COVID-19 test, and/or has had a family member or close contact had a positive or presumptive positive COVID-19 test. Reporting shall be made to the following WASD personnel: _____WASD Project Manager and Donna Fries WASD Safety Supervisor.

COVID-19 Plans shall be submitted to _____(WASD Project Manager)

LONGITUDE SURVEYORS

COVID-19 INFECTIOUS DISEASE CONTROL POLICY

PURPOSE

The wellbeing and safety of our employees is the Company's prime concern. As you most likely are aware, the novel coronavirus or also called COVID-19 has been spreading in the United States and all throughout the world. The motivation behind this policy is to guarantee the wellbeing and security of our employees during the current public health crisis. We urge you to remain educated with the most recent data on COVID-19, including guidance from the U.S Centers for Disease Control and Prevention, as well as the World Health Organization.

NON-DISCRIMINATION

Longitude Surveyors will not discriminate any employee dependent on the fact that the individual has COVID-19. However, Longitude Surveyors maintains the authority as needed to prohibit an individual with Coronavirus from the work environment offices if the organization tracks down that such limitation is vital for the government assistance of the individual with Coronavirus and the government assistance of others in the work environment. All choices will be founded on the ebb and flow and very much educated clinical decisions concerning the illness.

WORKPLACE SAFETY

Longitude has adopted the following practices to minimize potential exposure of employees to COVID-19 in our workplace. Employees are urged to:



- Wash hands often with soap and warmwater for at least 20 seconds.
- Avoid touching their eyes, nose, and mouth.
- Cover coughs and sneezes with a tissue or the inside of the elbow.
- Avoid unnecessary travel and cancel or postpone nonessential meetings and trainings.
- Avoid gathering in break rooms, work rooms, and other areas where groups congregate.
- Wear masks or cloth face coverings (Conduct virtual meetings instead of in-person
- Practice social distancing (staying at least 6 feet away from others).

STAY HOME IF SICK

Employees should notify the management team of any symptoms related to COVID- 19, that is including cough, fever, or respiratory symptoms and those with any side effects should remain home. Workers with COVID-19 should remain at home until they meet either the company or CDC criteria for ending home isolation. On the off chance that any worker shows any acute respiratory symptoms while at work, they will be sent home immediately.

FACE MASKS AT WORK

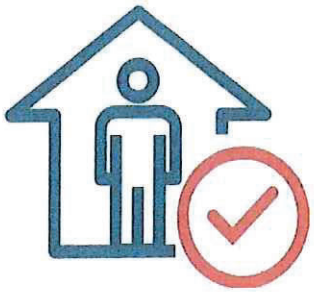
Until further notice, employees should wear a face mask or fabric face covering that covers their mouth and nose while in the working environment, except if an employee is using their break time. Employees should keep up with social distancing in any event, when wearing a face covering. In case required by government or state authority, Longitude Surveyors will give face masks. If denied by state or local rules, in work settings that employees are working alone (like a private office) with basically zero interruption for in-person meeting employees might not wear face masks. Regardless, employees should in any case wear a face mask from the time they enter the building, until the time they appear at their work station and at whatever point they are leaving their work station and moving around the office.

REPORT POTENTIAL EXPOSURE

Employees ought to advise management on the off chance that they have been in touch with somebody who has COVID-19 regardless of whether the employee is asymptomatic. In the event that an employee as of late went to an area that the U.S. Center for Disease Control and Prevention (CDC) has distinguished as "high risk," the employee ought to advise management. These employees might be approached to isolate for 14 days.

VISITORS

There should be no visitors to the workplace unless the meeting cannot be conducted virtually.



WORKING FROM HOME

As of now, employees ought to be following all guidance from general public health officials, state and local governments and the company in regard to work from home policies. In the event that an employee has health concerns and needs to work from home and can perform their work away from the premises, they should contact management. Requests will be taken care of upon the situation. Here are some instances of situations that may cause concern.

THE EMPLOYEE:

- Is immunocompromised or lives with someone who is
- Lives with an older family member who has a higher risk for the infection
- Is pregnant
- Has children home from school due to school closure and does not have childcare coverage.
- Is experiencing significant mental health symptoms

Supervisors may modify job responsibilities, if possible, to enable employees to work from home. Employees are expected, if able, to work from home during the 14-day isolation period if applicable.