

# Memorandum



Date: July 6, 2023

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

Agenda Item No. 8(M)(1)

From: Daniella Levine Cava  
Mayor

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

Resolution No. R-604-23

Subject: Contract Award Recommendation for Professional Bond Engineering Services for Department of Solid Waste Management, Contract No. 18393-DSWM22-BE, ISD Project No. E22-DSWM-01; to Arcadis U.S., Inc.

## **SUMMARY**

This item is recommending the County enters into a Professional Services Agreement (PSA) for Bond Engineering Services for Department of Solid Waste Management (DSWM) with Arcadis U.S., Inc, the incumbent bond engineer. This PSA will provide Bond Engineering Services which is essential to the County (Attachment A).

A review of the County's Capital Improvement Information System showed the recommended consultant has an average evaluation score of 3.9 out of a possible maximum score of 4.0 (Attachment B).

According to the Firm History Report, as provided by the Small Business Development Division of the Internal Services Department, with the last three (3) years, Arcadis U.S., Inc. has a total of eleven (11) open contracts and one as a sub-consultant, with a total paid to date value of \$19,177,482 (Attachment C).

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve a competitive award of a PSA to Arcadis U.S., Inc. under Contract No. 18393-DSWM22-BE; ISD Project No. E22-DSWM-01 for the Department of Solid Waste Management in the combined maximum amount of \$5,655,600, inclusive of a contingency in the amount of \$565,560.

This contract is not project specific.

## **SCOPE**

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

- Debt Coverage: Certify the adequacy of System revenues to back the issuance of any additional System bonds (Sect. 208)
- Capital Improvements: Approve plans for improvements to the System and for operation and maintenance of such improvements (Sect. 605)

- Rates and Charges: Annual evaluation of rates and charges collected by the System, and recommendation of revision of rates and charges and of moneys to be allocated monthly to the Renewal and Replacement Fund (Sect. 607)
- Facility Reports: Inspect each facility in the System, including the RRF, and assess and document their condition and recommend repairs, replacement and improvements (Sect. 607)
- Waste Permits: Review private Waste Facility Disposal permits for approval and evaluate the competition they would impose on the System (Sect. 612)
- Asset Disposition: Oversee the disposition of System property and use of proceeds delivered therefrom (Sect. 619)
- Landfill Remediation: Oversee disbursements for remediation of former landfill sites owned by municipalities, subject to conformance with the particular CLCP agreements (Resolution No. R-942-15)
- RRF: Assist County personnel in overseeing and evaluating facility compliance with contractual requirements, provide technical expertise and evaluation of the RRF's components, review and render opinion on proposed capital improvements or modifications to the facility, provide continuous surveillance of the physical condition and operational status of the facility as required by the RRFA, and evaluate potential sites for a replacement facility
- Bond Ordinance: Perform all other services required by the Bond Ordinance, the CLCP and the RRFA
- Ancillary Tasks: Perform any supportive ancillary tasks to the primary scope of services
- Annual Utility Services Fee Reimbursable Cost Allocation Analysis
- Miami-Dade Resources Recovery Facility Operations Monitoring
- Miami-Dade Resources Recovery Facility Annual Report
- Solid Waste System Annual Report
- Landfill Closure and Long-Term Care Cost Estimate Annual Report
- Landfill Capacity Annual Report
- Review of Regulatory and Economic Resources (RER) Permit Applications and Municipal Annexation Requests
- Determine appropriateness of Rates and Charges and of Renewal and Replacement Budget Amount
- Refunding Revenue Bonds Report
- Miscellaneous consulting and planning services; and,
- Other services required by the Bond Ordinance

This project is Countywide in nature.

#### **DELEGATED AUTHORITY**

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

#### **BACKGROUND**

A Notice to Professional Consultants was advertised on September 15, 2022. Two (2) proposals were received by the submittal deadline of November 14, 2022. Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Notice to Professional Consultants, a market research was performed. On November 29, 2022, the final recommendation of the market research was to proceed with the evaluation of the two (2) proposals. The proposals submitted by Arcadis U.S., Inc. and Tetra Tech Inc. were deemed compliant with the solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

Consequently, on January 20, 2023 the Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First-Tier Meeting with Arcadis U.S., Inc. and Tetra Tech Inc. The firms were evaluated in accordance with Section 2-10.4 of the Code, Implementing Order No. 3-34, and Administrative Order No. 3-39.

The Total and Adjusted Qualitative Scores for the firms were as follows: Firm No. 1, Arcadis U.S., Inc. received 272; Firm No. 2, Tetra Tech, Inc. received 251. All ties were broken using standard tie-breaking procedures, as described in the Notice to Professional Consultants.

Based on the CSC's professional judgment, 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 CSC decided to forego Second Tier proceedings. The highest-ranked firm, Arcadis U.S., Inc. was recommended for negotiations by the CSC. The County Mayor's Designee, Director of Strategic Procurement Department, concurred with the CSC (Attachment D), and on March 16, 2023, the first negotiation meeting was held.

A conclusion negotiation meeting was held on April 6, 2023 wherein the CSC arrived at a not to exceed price of \$5,655,600 that was fair and reasonable to complete all tasks associated. Based on the above, it is recommended that this Agreement be awarded not to exceed the amount of \$5,655,600 (inclusive of the 10.00% contingency allowance amount of \$565,560) to Arcadis U.S., Inc.

All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34 and Administrative Order 3-39. In accordance with legislation, Arcadis U.S., Inc. is the recommended firm.

#### **FISCAL IMPACT/FUNDING SOURCE**

This PSA is valued at \$5,655,600 for a term of 1,825 Calendar Days plus a Contingency Period of 183 Calendar Days.

| <b>Base Contract Amount</b> | <b>Contingency Amount<br/>(Code Sec. 2-8.1)</b> |
|-----------------------------|-------------------------------------------------|
| \$5,090,040                 | \$565,560                                       |

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

| <b>Funding Source(s)</b>                                       | <b>Chart Fields</b>                                                                                                                               | <b>Amount</b> | <b>Project No. &amp; Description</b>   | <b>Site No.</b> |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------|-----------------|
| Solid Waste<br>Proprietary funds<br>excluding general<br>funds | SW13010107;<br>SW11010200;<br>SW07020100;<br>SW17010100;<br>SWCP010703;<br>SW12020200;<br>SW12010100;<br>SWCP010806;<br>SWCP010805;<br>SWCP010303 | \$5,655,600   | 999999999 –<br>Non-Capital<br>Projects |                 |

### **TRACK RECORD/MONITOR**

The designated staff contacts to track and monitor this contract is Karina Careaga and Ravi Kadambala.

### **VENDOR(S) RECOMMENDED FOR AWARD**

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

| <b>Vendor Name</b> | <b>Principal Address</b>                                | <b>Local Address</b>                                | <b>Principal</b> |
|--------------------|---------------------------------------------------------|-----------------------------------------------------|------------------|
| ARCADIS U.S., INC. | 630 Plaza Drive, Suite 200<br>Highlands Ranch, CO 80129 | 701 Waterford<br>Way, Suite 420,<br>Miami, FL 33126 | Leah K. Richter  |

There are no sub-consultants for this project.

### **DUE DILIGENCE**

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

### **APPLICABLE ORDINANCES AND MEASURES**

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

| <b>Title</b>                                             | <b>Legislation</b>                                   | <b>Applicable<br/>(Yes or No)</b> | <b>Notations</b>                         |
|----------------------------------------------------------|------------------------------------------------------|-----------------------------------|------------------------------------------|
| In-house Capabilities                                    | Resolution R-1204-05                                 | No                                |                                          |
| Consultants' Competitive Negotiation Act                 | Florida Statute 287.055                              | Yes                               |                                          |
| Local Preference                                         | Code Section 2-8.5                                   | Yes                               |                                          |
| Local Certified Veteran Business Enterprise Preference   | Code Section 2-8.5.1                                 | Yes                               |                                          |
| Small Business Enterprise - Architecture and Engineering | Code Section 2-10.4.01 and Implementing Order 3-32   | Yes                               | No measures were assigned (Attachment E) |
| Small Business Enterprise - Services                     | Code Section 2-8.1.1.1.1 and Implementing Order 3-41 | N/A                               |                                          |
| Small Business Enterprise -                              | Code Section 2-8.1.1.1.2 and                         | N/A                               |                                          |

|                                    |                            |     |  |
|------------------------------------|----------------------------|-----|--|
| Goods                              | Implementing<br>Order 3-41 |     |  |
| Sea Level Rise                     | Ordinance 14-79            | N/A |  |
| Sustainable Buildings<br>Program   | Implementing<br>Order 8-8  | N/A |  |
| Art in Public Places               | Code Section 2-<br>11.15   | N/A |  |
| Office of Inspector<br>General Fee | Code Section 2-<br>1076    | Yes |  |



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Jimmy Morales  
Chief Operations Officer

## ATTACHMENT A

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**PROJECT TITLE: PROFESSIONAL BOND ENGINEERING SERVICES  
FOR DEPARTMENT OF SOLID WASTE  
MANAGEMENT**

**ISD PROJECT NO.: E22-DSWM-01**

**CONTRACT NO.: 18393-DSWM22-BE  
PROFESSIONAL SERVICES AGREEMENT**

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### AGREEMENT

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

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

**and the Consultant:** ARCADIS U.S., INC.  
**Address:** 630 PLAZA DRIVE, SUITE 200  
HIGHLANDS RANCH, CO 80129

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

**The Consultant selected for award of this agreement and its Subconsultant(s), as part of a team, will not be eligible for award of any future design or construction management services for the Department of Solid Waste Management (“DSWM”), advertised during the effective term of this Professional Services Agreement.**

**Scope of Services  
for the Project:**

The CONSULTANT shall provide Professional Bond Engineering Services for DSWM.

*“The Document has been reviewed by County staff and may be amended before final negotiations at the County’s discretion. Any and all requested changes are subject to County review and approval.”*

## **TABLE OF CONTENTS**

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

Exhibit 1 – Principals of the Consultant

Exhibit 2 – Critical Personnel

Exhibit 3 – Job Classification Descriptions

Affidavits

Certificate of Insurance

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

### **2. CONSULTANT’S SERVICES**

The CONSULTANT shall provide Professional Bond Engineering Services for the Department. The term of this Agreement is delineated in Article 17 below.

DSWM has a need to establish Professional Bond Engineer Services (the “Bond Engineer”), that will act on behalf of the Solid Waste System Revenue Bond holders, pursuant to Ordinance No. 96-168 (the “Bond Ordinance”). The scope of work of the Bond Engineer encompasses provision of services, analyses and certifications associated with the operation and maintenance of Miami-Dade County’s Solid Waste System (the “System”), as set forth in: (i) Bond Ordinance Sections 208, 503, 605, 607, 612, 619; (ii) the Comprehensive Landfill Closure Plan (“CLCP”); and (iii) the Resources Recovery Facility (“RRF”) Operations and Management Agreement (“RRFA”), between Covanta Dade Renewable Energy, Ltd. (“Covanta”), and the County. The Bond Engineer may be expected to provide a scope of services which encompasses, but is not limited to the following:

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- Landfill Capacity Annual Report.
- Review of Regulatory and Economic Resources Permit Applications and Municipal Annexation Requests.
- Determine appropriateness of Rates and Charges and of Renewal and Replacement Budget Amount.
- Refunding Revenue Bonds Report.
- Miscellaneous consulting and planning services.
- Other services required by the Bond Ordinance.

**3. CONSULTANT'S RESPONSIBILITIES**

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

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

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

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

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

**5. DELAY IN PERFORMANCE**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The CONSULTANT shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery for damages to the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the CONSULTANT shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

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

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

**6. COMPENSATION FOR SERVICES**

The COUNTY agrees to pay to the CONSULTANT and the CONSULTANT agrees to accept for all services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the CONSULTANT for work performed without a Service Order.

All allocations of money among services and reimbursable expenses are for budgetary purposes only. The COUNTY, in issuing Service Orders, may transfer monies between service categories without restraint, subject to the overall contract allocation for this Agreement. The CONSULTANT agrees that all such services can be provided within the awarded amount of this Agreement.

- 6.1 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount including the Contingency Allowance Accounts for the term of this Agreement is \$5,655,600. The COUNTY: (a) retains all rights to these funds; (b) may expend these funds at its sole discretion; and (c) any funds not expended from this authorized agreement amount remains the property of the COUNTY.
- 6.2 COMPENSATION FOR SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the CONSULTANT for services and reimbursable expenses performed during the term of this Agreement shall be a not to exceed amount of \$5,655,600. This fee includes all salaries, overhead and profit, non-travel related expenses, and all other costs associated with this project not otherwise payable from a Dedicated Services Allowance Account.
- 6.2.1 The CONSULTANT shall provide an estimated budget (the "Annual Budget"), prior to each fiscal year of the COUNTY, that being, October 1st through September 30th. The annual budget is to be prepared in accordance with instructions from the Department.
- 6.3 COMPENSATION FOR RENEWAL OPTIONS: Not Used
- 6.4 CONTINGENCY ALLOWANCE ACCOUNTS:
- 6.4.1 Pursuant to Section 2-8.1(h)(3) of the Code of Miami-Dade County, Fla. (the "Code"), an allowance account of ten percent (10%) of the Total Authorized Amount as stated is permissible by the Department for unforeseen conditions necessitating additional work. Before any extra work is begun a task authorization from the Director or Director's designee shall be provided to the CONSULTANT. The CONSULTANT shall have no entitlement to any of these funds. The COUNTY: (a) retains all rights to these funds; (b) may expend these funds at its sole discretion; and (c) any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.
- 6.5 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Consultant for reimbursable expenses are included in Sub-article 6.2 and during the term of this Agreement.
- 6.6 PAYMENT FOR SERVICES: The fee for services authorized in accordance with this Agreement shall be computed by one of the following methods as mutually agreed to by the COUNTY and the CONSULTANT:
- 6.6.1 Fixed lump sum: Under this compensation basis, the CONSULTANT agrees to perform specifically described services for an agreed fixed dollar amount of compensation.
- 6.6.2 Direct labor multiplier: Under this compensation basis, the CONSULTANT is compensated for the time of personnel engaged directly in performing services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a direct labor multiplier. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of a Service Order.

- 6.6.3 Compensation for authorized overtime services must be approved in writing by the COUNTY prior to incurring overtime charges. For employees that are salaried and are not required to be paid at time and one-half for work over forty (40) hours. The following formula will be utilized for calculating overtime for salaried employees: Forty (40) hours multiplied by the base pay rate (\$) multiplied by the appropriate multiple (M) based on whether the services are Additional or Work Site; plus, Hours Worked Beyond Forty Hours During Week (Hrs) multiplied by the pay rate (\$) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

$$(40*\$*M) + (Hrs*\$*1.1)$$

Employees that are on an hourly basis and are required to be paid at a time and one-half overtime rate, the following formula will be utilized for calculating overtime: Hours Worked Beyond Forty Hours During Week (Hrs) multiplied by the premium pay rate (**\$\*1.5**) **and then multiplied by 1.1**. Using conventions contained in Microsoft Excel, the equation for this would be:

$$(40*\$*M) + (Hrs*\$*1.5*1.1)$$

*EXAMPLE*

*Hours worked during week = 50*

*Pay rate = \$30/hr.*

*Multiplier = 2.65*

$$(40*30*2.65) + (10*30*1.1) = 3180+330 = \$3510 \text{ or}$$

*EXAMPLE*

*Hours worked during week = 50*

*Pay rate = \$30/hr.*

*Multiplier = 2.65*

$$(40*30*2.65) + (10*30*1.5*1.1) = 3180+495 = \$3675$$

- 6.6.4 Compensation for Principal(s) in Charge, shall be at the flat rate without application of any multiplier as provided in the table listed in Exhibit 1. When performing services in another job classification, Principal(s) in Charge shall be paid within the pay range for working in that particular job classification.

Principal(s) in Charge to be paid this rate is listed by name in Attachment A, attached to this Agreement.

- 6.6.5 Compensation for all personnel shall be a direct labor multiplier of 2.9 for office employees, 2.4 for the CONSULTANT'S employees working in COUNTY offices and 2.1 for all field employees times Direct Salaries. Unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (excluding the multiple of direct salary) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the CONSULTANT elects to pay more than the rates listed below, the COUNTY is only liable to pay the rates below listed in Exhibit 1.

Any other classifications, including Subject Matter Experts and Specialty Consultants that may be used during the course of performing the services and the hourly or flat rate for such classifications shall only be authorized by Service Order which may be by lump sum.

- 6.6.6 CONSULTANT shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, incidental reproduction of drawings and/or specification, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the services. The direct labor multiplier factor set forth above shall cover all such costs pertinent to the services for personnel.

## 6.7 INVOICES AND METHODS OF PAYMENT:

### 6.7.1 Direct Labor Multiplier

The CONSULTANT shall submit monthly to the Project Manager, a duly certified invoice for payments stating that the services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. The COUNTY shall make payment in accordance with the provisions of Chapter 218 of Florida Statutes. However, the COUNTY may reject the invoice in whole or in part. If rejected, the COUNTY shall notify the CONSULTANT in writing specifying the deficiencies and corrective action required. If the COUNTY rejects only a part of the invoice, the COUNTY shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the CONSULTANT and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

### 6.7.2 Fixed Lump Sum

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

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

- 6.8 PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES: In the event of termination or suspension of the services or abandonment of the Agreement, the CONSULTANT shall be compensated as provided for below.

- 6.8.1 Payment for services completed and approved prior to receipt by the CONSULTANT of notice of termination, abandonment, or suspension for which payment has not yet been made to the CONSULTANT by the COUNTY, shall be made in the same manner as would have been required had such action not occurred.
- 6.8.2 For services partially completed and satisfactorily performed prior to receipt by the CONSULTANT of notice of termination, abandonment, or suspension, the CONSULTANT shall be compensated on the basis of payment in the same manner as would have been required had such action not occurred, adjusted to the level of the completed portion of the service. A claim by the CONSULTANT for compensation shall be supported by such data as the COUNTY may reasonably require. In no case shall fees for partially completed services exceed the fees that would have been paid for such services had they not been terminated, abandoned, or suspended.
- 6.8.3 Upon payment to the CONSULTANT for service associated with abandoned, terminated, or suspended services in accordance with this Article, the CONSULTANT shall have no further claim for services related to the abandoned, terminated or suspended services.
- 6.8.4 No payment shall be made by the COUNTY to the CONSULTANT for loss of anticipated profit(s) from any abandoned, terminated or suspended services.
- 6.9 PAYMENT FOR SUB-CONSULTANTS: Sub-consultants, other than those that are a part of its project team, may be employed by the CONSULTANT to perform any or all requested services when in the opinion of the CONSULTANT said sub-consultant services are necessary for the accomplishment of the services. The CONSULTANT shall obtain COUNTY's approval of the use of and the fees for such sub-consultants prior to commencing such work. Verification of the work performed by such sub-consultant(s) shall be the sole responsibility of the CONSULTANT. Any CONSULTANT'S use of sub-consultants will not affect any Not To Exceed amount.
- A. All payments to sub-consultant(s) employed for the performance of services shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall, upon receipt of progress and/or final billing(s) from such sub-consultant(s) for services satisfactorily performed, incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es) in the next following invoice submitted by the CONSULTANT to the COUNTY. The CONSULTANT shall not submit invoices that include charges for services by sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such sub-consultant(s). The CONSULTANT shall make all payments to such sub-consultant(s) promptly following receipt by CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to sub-consultant(s), the CONSULTANT shall, if requested by the Project Manager, furnish to the COUNTY a copy of the agreement(s) providing for such payments.
- B. All pay compensation rates to sub-consultants authorized by the COUNTY shall not exceed those rates identified in Sub-article 6.6.5, unless otherwise approved in advance by the COUNTY.

- 6.10 SUB-CONTRACTOR/SUB-CONSULTANT REPORTING: Pursuant to Sections 2-8.1 and 10.34 of the Code, the CONSULTANT must report to the COUNTY the race, gender, and ethnic origin of the owners and employees of its first tier sub-contractors/sub-consultants via the Business Management Workforce System (“BMWS”), at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The CONSULTANT shall not change or substitute first tier sub-contractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the COUNTY. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the CONSULTANT shall identify sub-contractors/sub-consultants used in the work, the amount of each sub-contract, and the amount paid and to be paid to each sub-contractor/sub-consultant via BMWS. The CONSULTANT shall be responsible for reporting all payments to sub-contractors, and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the CONSULTANT intends to pay less than the subcontract amount, the CONSULTANT shall deliver to the COUNTY a statement explaining the discrepancy or any disputed amount.
- 6.11 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable expenses as described in Article 6 will be reimbursed by the COUNTY as verified by appropriate bills, invoices or statements.
- 6.11.1 Payment for reimbursable expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the COUNTY shall be in accordance with the “Florida Prompt Payment Act”, Part VII, Chapter 218, Florida Statutes and Sub-article 3.24 of this Agreement.
- 6.12 CONSEQUENCE FOR NON-PERFORMANCE: The cost of any damages incurred by the COUNTY as a result of negligence on the part of the CONSULTANT’S services and/or its sub-consultants and/or of the CONSULTANT’S failure to complete its services in the time specified in a Service Order shall be deducted by the COUNTY from each invoice until such time as the cost of those damages have been fully recovered by the COUNTY.

## **7. CHANGE OF PRINCIPAL AND/OR PROGRAM MANAGER**

Leah K. Richter shall be the CONSULTANT’S Principal in Charge, and Christopher C. Tilman the Bond Engineer Program Manager. If the COUNTY or the CONSULTANT requests a change of the Principal in Charge or the Bond Engineer Program Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director or Director’s designee reserves the right to approve or disapprove the replacement Principal in Charge or Bond Engineer Program Manager.

**8. SCHEDULE OF WORK**

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

**2. RIGHT OF DECISIONS**

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

**10. OWNERSHIP OF DOCUMENTS**

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

**11. NOTICES**

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

**12. AUDIT RIGHTS**

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

**13. SUB-CONSULTANTS**

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

B. In addition, and as applicable, the CONSULTANT agrees to comply with Section 2-10.4.01 of the Code, and Administrative Order No. 3-32 regarding the Small Business Enterprise ("SBE") Architecture and Engineering Program. The COUNTY has established a zero percent (0%) goal for architecture and engineering SBE participation based on the total amount of compensation authorized under this Agreement. The CONSULTANT shall report all payments made to each sub-consultant participating on the project via BMWS and verification of payments received must be confirmed by the sub-consultants in the same manner.

**14. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS**

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

**15. WARRANTY**

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

**16. TERMINATION OF AGREEMENT**

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

**17. DURATION OF AGREEMENT**

The term of this Agreement shall be for 1826 calendar days with no minimum guarantee. The effective term shall begin upon execution by the parties and shall be in effect until all services are completed within the above stated period of time, or until those Services Orders in force at the end of the stated period of time have been completed and the services accepted, whichever may be later. In addition, the cumulative total of all Contingency Allowance time extensions shall not exceed 183 days which is the equivalent of ten percent (10%) of the Agreement duration rounded off to the next whole number.

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

**18. DEFAULT**

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

**19. INDEMNIFICATION AND INSURANCE**

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

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

- a) Worker's Compensation Insurance for all employees of the CONSULTANT as required by Chapter 440, Florida Statutes.
- b) Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- d) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

or

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

NOTE:

CERTIFICATE HOLDER MUST READ:

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

Compliance with the foregoing requirements shall not relieve the CONSULTANT of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days of notification of award. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the CONSULTANT shall have an additional five (5) business days to submit a corrected certificate to the COUNTY. If the CONSULTANT fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the CONSULTANT shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the COUNTY.

The CONSULTANT shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the COUNTY. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, the CONSULTANT shall submit new or renewed Certificate(s) of Insurance to the COUNTY, a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Agreement period, the COUNTY may suspend the Agreement until the new or renewed certificates are received by the COUNTY in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the COUNTY may, at its sole discretion, terminate the Agreement for cause and the CONSULTANT shall be responsible for all direct and indirect costs associated with such termination.

**20. ORDINANCES**

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

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

- (1) A source of income statement;
- (2) a current certified financial statement; or
- (3) a copy of the CONSULTANT'S current federal income tax return.

The CONSULTANT further agrees to comply with the requirements of any and all applicable county, state, and federal orders, statutes, ordinances, rules and regulations, including, but not limited to Section 10-34 of the Code relating to Subconsultant/Supplier Listing (Internal Services Department's Form 7), and Section 2-8.8 of the Code relating to Fair Subcontracting Policies (Miami-Dade County Internal Service Department's Form 9). The CONSULTANT shall execute the related affidavits, attached hereto as Exhibit "A". The CONSULTANT further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

**21. PROPRIETARY INFORMATION**

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

**22. AFFIRMATIVE ACTION PLAN AND NONDISCRIMINATION**

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

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

**23. EQUAL OPPORTUNITY**

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

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

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

**24. INSPECTOR GENERAL**

**A. Independent Private Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the COUNTY has the right to retain the services of an independent private-sector inspector general ("IPSIG") whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the CONSULTANT shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the CONSULTANT'S prices and any changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the CONSULTANT, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the CONSULTANT in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the CONSULTANT or any third party.

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

**B. Office of Inspector General Reviews**

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

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contract where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners (the "Board") may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all COUNTY contracts including, but not limited to, those contracts specifically exempted above. The OIG is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of ipsigs to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the CONSULTANT, its officers, agents and employees, lobbyists, COUNTY and Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

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

**25. AUDITS**

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

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

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

**26. DOMESTIC LEAVE**

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

**27. PERFORMANCE EVALUATIONS**

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

**28. ETHICS COMMISSION**

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

**29. SCRUTINIZED COMPANIES**

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

**30. ASSIGNMENT OF AGREEMENT**

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

**31. 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.

**32. MODIFICATION**

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

**33. GOVERNING LAW**

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

**34. SANCTIONS FOR CONTRACTUAL VIOLATIONS**

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

**35. SEVERABILITY**

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

**36. ASPIRATIONAL POLICY REGARDING DIVERSITY**

Pursuant to Resolution No. R-1106-15, COUNTY vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the COUNTY. This policy shall neither be a condition of contracting with the COUNTY, nor will it be a factor in the evaluation of solicitations unless permitted by law.

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

ATTEST:

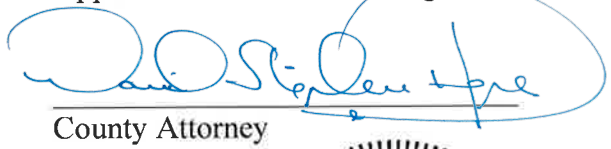
MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

LUIS G. MONTALDO,  
CLERK AD INTERIM

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

By: \_\_\_\_\_  
COUNTY MAYOR

Approved as to Form and Legal Sufficiency:

  
County Attorney



ATTEST:

ARCADIS U.S., INC.  
(Corporate Seal)

By:   
Thomas Turberville

By:   
Melissa L. Pomales, PE  
Senior Vice President

**E22-DSWM-01: Negotiation Meeting 3-16-23 – Discussed rates and classification agreed by the Negotiation Committee and ARCADIS**

**ATTACHMENT "A" TO AGREEMENT**

| <b>JOB CLASSIFICATIONS</b>                     | <b>MAXIMUM FLAT RATES</b> |
|------------------------------------------------|---------------------------|
| Principal in Charge                            | \$185.00                  |
| <b>JOB CLASSIFICATIONS</b>                     | <b>MAXIMUM RAW RATES</b>  |
| Bond Engineer Program Manager                  | \$75.00                   |
| Deputy Program Manager                         | \$60.00                   |
| Senior Project Manager                         | \$60.00                   |
| Project Business Manager                       | \$60.00                   |
| Project Manager                                | \$60.00                   |
| Contracts Support Manager                      | \$55.00                   |
| Assistant Project Manager                      | \$55.00                   |
| Senior Scheduler                               | \$52.00                   |
| Engineer (Registered)                          | \$55.00                   |
| Architect (Registered)                         | \$53.00                   |
| Staff Engineer                                 | \$45.00                   |
| Staff Architect                                | \$45.00                   |
| Environmental Scientist                        | \$45.00                   |
| Accounting Manager                             | \$50.00                   |
| Document Controls Specialist                   | \$40.00                   |
| CADD Operator                                  | \$40.00                   |
| Accountant                                     | \$40.00                   |
| Clerical Administrative Support                | \$35.00                   |
| Senior Financial Analyst                       | \$75.00                   |
| Financial Analyst                              | \$60.00                   |
|                                                |                           |
| <b>Multipliers Agreed By Arcadis &amp; CSC</b> | <b>Rates</b>              |
| Multiplier - Office Employees                  | 2.9                       |
| Employees Working in County Offices            | 2.4                       |
| Field Employees                                | 2.1                       |



## Capital Improvements Information System

### Contractor Evaluations Report (All Contracts)

| <u>Dept</u> | <u>Contract</u>                                                           | <u>Type</u> | <u>Contractor / Architect Name</u> | <u>Date</u> | <u>Rater</u>  | <u>Period</u>                  | <u>Rate</u>         |
|-------------|---------------------------------------------------------------------------|-------------|------------------------------------|-------------|---------------|--------------------------------|---------------------|
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 005-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/6/2018    | Josue Carias  | Interim                        | <a href="#">3.3</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 008-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/6/2018    | Josue Carias  | Project conclusion or closeout | <a href="#">3.8</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 009-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/6/2018    | Josue Carias  | Interim                        | <a href="#">3.8</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 012-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/6/2018    | Josue Carias  | Project conclusion or closeout | <a href="#">3.8</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 011-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 4/28/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.3</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 011-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 5/12/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.3</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 016R1-D14/03-AR</a> | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 5/14/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.1</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 023-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 5/14/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.8</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 023R1-D14/03-AR</a> | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 5/14/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.8</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 023R2-D14/03-AR</a> | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 5/14/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.8</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 025-D14/03-ARC</a>  | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 5/14/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.2</a> |
| PE          | <a href="#">E14-RER-03-ARCADIS</a><br><a href="#">WO: 026-D14/03-ARCA</a> | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 5/19/2021   | Josue Carias  | Project conclusion or closeout | <a href="#">3.3</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 24</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 2/24/2017   | Grecia Posada | Project conclusion or closeout | <a href="#">3.8</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 35</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 7/31/2017   | Grecia Posada | Completion of study or design  | <a href="#">4.0</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 39</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/22/2017   | Grecia Posada | Completion of study or design  | <a href="#">3.8</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 36</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/25/2017   | Grecia Posada | Completion of study or design  | <a href="#">4.0</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 10</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/25/2017   | Grecia Posada | Completion of study or design  | <a href="#">4.0</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 38</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 11/28/2017  | Grecia Posada | Completion of study or design  | <a href="#">4.0</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 37</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 12/11/2017  | Ramon Alba    | Completion of study or design  | <a href="#">4.0</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 42</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 8/20/2018   | Grecia Posada | Project conclusion or closeout | <a href="#">4.0</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 44</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 12/4/2018   | Grecia Posada | Project conclusion or closeout | <a href="#">4.0</a> |
| PW          | <a href="#">E11-PWWM-01</a><br><a href="#">WO: 43</a>                     | PSA         | <a href="#">ARCADIS U.S., INC.</a> | 12/4/2018   | Grecia Posada | Project conclusion or closeout | <a href="#">4.0</a> |

**MDC030**

|    |                                                        |     |                                    |            |                       |                                |                     |
|----|--------------------------------------------------------|-----|------------------------------------|------------|-----------------------|--------------------------------|---------------------|
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">6</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 8/14/2014  | Grecia Posada         | Completion of study or design  | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">11</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 8/28/2014  | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">13</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 8/28/2014  | Brenda Reyes-Osorno   | Completion of study or design  | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">3</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 9/8/2014   | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">1</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 9/29/2014  | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">14</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 9/29/2014  | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">2</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 10/21/2014 | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">4</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 11/7/2014  | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">7</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 2/4/2015   | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">8</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 2/4/2015   | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">17</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 7/10/2015  | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">15</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 10/2/2015  | Grecia Posada         | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">16</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 11/24/2015 | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">9</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 12/8/2015  | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">3.9</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">5</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 12/11/2015 | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">12</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 12/16/2015 | Brenda Reyes-Osorno   | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">21</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 2/9/2016   | Grecia Posada         | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">20</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 2/9/2016   | Grecia Posada         | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">22</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 3/30/2016  | Ramon Alba            | Project conclusion or closeout | <a href="#">3.8</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">26</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/11/2016  | Ramon Alba            | Project conclusion or closeout | <a href="#">3.9</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">5</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/11/2016  | Ramon Alba            | Project conclusion or closeout | <a href="#">3.9</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">9</a>   | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/11/2016  | Ramon Alba            | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">12</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/17/2016  | Grecia Posada         | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">18</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/27/2016  | Grecia Posada         | Project conclusion or closeout | <a href="#">3.9</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">18</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/27/2016  | Grecia Posada         | Project conclusion or closeout | <a href="#">3.9</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">18</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/27/2016  | Grecia Posada         | Project conclusion or closeout | <a href="#">3.9</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">18</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 5/27/2016  | Grecia Posada         | Project conclusion or closeout | <a href="#">3.9</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">28</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 9/1/2016   | Grecia Posada         | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">25</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 9/16/2016  | Grecia Posada         | Project conclusion or closeout | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">23</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 11/21/2016 | Amado Gonzalez        | Completion of study or design  | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">31</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 11/28/2016 | Grecia Posada         | Interim                        | <a href="#">3.5</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">29</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 11/28/2016 | Grecia Posada         | Completion of study or design  | <a href="#">4.0</a> |
| PW | <a href="#">E11-PWWM-01</a><br>WO: <a href="#">31</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a> | 12/19/2016 | Ramon Alba            | Completion of study or design  | <a href="#">3.8</a> |
| SP | EDP-SP-2019-13                                         | EDP | <a href="#">ARCADIS U.S., INC.</a> | 7/3/2022   | Helga Sommer          | Project conclusion or closeout | <a href="#">4.0</a> |
| SP | EDP-SP-M19-13.1                                        | EDP | <a href="#">ARCADIS U.S., INC.</a> | 7/26/2022  | Elizabeth Ogden, R.A. | Project conclusion or closeout | <a href="#">4.0</a> |
| SP | EDP-SP-SR-2008-039.01                                  | EDP | <a href="#">ARCADIS U.S., INC.</a> | 7/29/2014  | Leticia Smith         | Completion of study or design  | <a href="#">4.0</a> |
| WS | <a href="#">E20-WASD-09</a><br>WO: <a href="#">002</a> | PSA | <a href="#">ARCADIS U.S., INC.</a> | 8/29/2022  | Frances G. Morris     | Project conclusion or closeout | <a href="#">4.0</a> |

|    |                                                        |     |                                       |           |                      |                                                    |
|----|--------------------------------------------------------|-----|---------------------------------------|-----------|----------------------|----------------------------------------------------|
| WS | <a href="#">E20-WASD-09</a><br>WO: <a href="#">004</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 11/4/2022 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">004</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 1/3/2017  | Frances G. Morris    | Project conclusion or closeout <a href="#">3.4</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">013</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 3/28/2019 | Elizabeth Villafane  | Project conclusion or closeout <a href="#">3.8</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">009</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 5/8/2019  | Amanda Kinnick       | Project conclusion or closeout <a href="#">3.9</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">020</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 3/11/2020 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">020</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 3/11/2020 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">011</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 3/11/2020 | Frances G. Morris    | Project conclusion or closeout <a href="#">3.8</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">19</a>  | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 8/6/2020  | Frances G. Morris    | Project conclusion or closeout <a href="#">3.9</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">022</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 9/22/2020 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">016</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 9/22/2020 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">024</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 10/6/2020 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | EDP-WS-44                                              | EDP | <a href="#">ARCADIS G&amp;M, INC.</a> | 8/17/2007 | Charles (Tony) Smith | Project conclusion or closeout <a href="#">3.8</a> |
| WS | EDP-WS-44                                              | EDP | <a href="#">ARCADIS G&amp;M, INC.</a> | 8/17/2007 | Charles (Tony) Smith | Project conclusion or closeout <a href="#">3.8</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">008</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 9/25/2017 | Frances G. Morris    | Project conclusion or closeout <a href="#">3.8</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">005</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 10/2/2017 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">023</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 5/25/2021 | Frances G. Morris    | Project conclusion or closeout <a href="#">3.8</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">025</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 6/30/2021 | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |
| WS | <a href="#">E15-WASD-14</a><br>WO: <a href="#">027</a> | PSA | <a href="#">ARCADIS U.S., INC.</a>    | 9/9/2021  | Frances G. Morris    | Project conclusion or closeout <a href="#">4.0</a> |

Evaluation Count: 77 Contractors: 1 Average Evaluation: 3.9

## ATTACHMENT C

Help & Tools 

## Vendor Profile: Contract Assignments

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

Arcadis U.S., Inc.

System Vendor Number: **20006850**[Mark As Favorite](#)

View Summary

To **resort** click on column title. To **filter** click on the drop down menu.[Refresh Table](#) [Reset Filters](#) [Download](#)

| <u>Assignment Type</u> | <u>Status</u> | <u>Contract Number &amp; Title</u>                                                                                       | <u>Prime Contractor</u> | <u>Assigned Contacts</u> | <u>Dates</u>           | <u>Current Value</u> | <u>Paid To Date</u> |
|------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|------------------------|----------------------|---------------------|
| All ▼                  | All ▼         | All ▼                                                                                                                    |                         | All ▼                    |                        |                      |                     |
| Prime                  | Open          | <a href="#">0000007021: Environmental Engineering Consulting Services</a>                                                |                         | Leah Richter             | 4/18/2022 - 8/11/2024  | \$0                  | \$0                 |
| Prime                  | Open          | <a href="#">0000007156: BPO Enviro. Consult.-CD-14thFl</a>                                                               |                         | Leah Richter             | 4/25/2022 - 8/11/2024  | \$0                  | \$0                 |
| Prime                  | Open          | <a href="#">C21AUSI002: Water and Sewer Rates, Fee Analysis and Bond Engineering Services (Project No. E20-WASD-09)</a>  |                         | RICHTER LEAH             | 12/2/2021 - 12/2/2024  | \$4,950,000          | \$650,294           |
| Prime                  | Open          | <a href="#">E11-PWWW-01 (EXTENSION): BOND ENGINEERING SERVICES (SIC 871)</a>                                             |                         | Mindy Mondesir           | 6/7/2016 - 7/25/2018   | \$2,184,000          | \$4,173,170         |
| Prime                  | Open          | <a href="#">E14-RER-03_0001: ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES</a> |                         | Patrick Oconnell         | 12/6/2016 - 12/20/2021 | \$2,574,000          | \$1,329,964         |
| Prime                  | Closed        | <a href="#">E14-SEA-01R: MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES</a>                               |                         | Mindy Mondesir           | 5/5/2015 - 5/22/2019   | \$2,640,000          | \$2,829,244         |
| Prime                  | Closed        | <a href="#">E15-WASD-14: NF-WATER AND SEWER RATES, FEE ANALYSIS AND BOND ENGINEERING SERVICES</a>                        |                         | Mindy Mondesir           | 4/19/2016 - 4/18/2019  | \$4,950,000          | \$4,410,420         |
| Prime                  | Closed        | <a href="#">E16-RER-01: PSA SEA LEVEL RISE/ARCADIS</a>                                                                   |                         | Leah Richter             | 9/18/2018 - 9/18/2019  | \$558,360            | \$538,719           |

MDC033

|                        |        |                                                                                     |                                |                         |             |             |  |
|------------------------|--------|-------------------------------------------------------------------------------------|--------------------------------|-------------------------|-------------|-------------|--|
|                        |        | <a href="#">US INC</a>                                                              |                                |                         |             |             |  |
| Prime                  | Open   | <a href="#">E17-DSWM-01: PSA-ARCADIS U.S. INC</a>                                   | Judy Ford                      | 7/26/2018 - 7/26/2023   | \$5,655,600 | \$3,010,099 |  |
| Prime                  | Open   | <a href="#">E18-SEA-06 CC: Bond Engineering PSA</a>                                 | Leah Richter                   | 4/20/2021 - 6/30/2026   | \$0         | \$906,035   |  |
| Prime                  | Open   | <a href="#">E18-SEA-06 CC W/O UAP: Bond Engineering PSA</a>                         | Leah Richter                   | 4/4/2022 - 6/30/2026    | \$0         | \$742,241   |  |
| Prime                  | Open   | <a href="#">EDP-ID-1190286: Program Management Cost Analyst and Scheduling</a>      | Leah Richter                   | 3/24/2022 - 3/24/2027   | \$200,000   | \$0         |  |
| Prime                  | Closed | <a href="#">EDP-PW-S-20150140: NF-ROAD IMPACT FEE (RIF) MANUAL UPDATE</a>           | Roy Cooper                     | 10/21/2015 - 12/31/2019 | \$80,108    | \$0         |  |
| Prime                  | Open   | <a href="#">EDP-SP-2019-13: BOND ENGINEERING SERVICES</a>                           | Leah Richter                   | 3/19/2020 - 3/19/2025   | \$200,000   | \$0         |  |
| Prime                  | Open   | <a href="#">EDP-SP-M19-13.1: BOND ENGINEERING SERVICES</a>                          | Leah Richter                   | 4/8/2021 - 4/8/2026     | \$100,000   | \$99,750    |  |
| Prime                  | Closed | <a href="#">EDP-SP-SR-S2013-043: NF-PORTMIAMI CONSULTING ENGINEERING SERVICES</a>   | Roy Cooper                     | 8/1/2014 - 12/31/2019   | \$100,000   | \$0         |  |
| Prime                  | Closed | <a href="#">EDP-SP-SR-S2013-043-2: NF-PORTMIAMI CONSULTING ENGINEERING SERVICES</a> | Roy Cooper                     | 3/23/2015 - 12/31/2019  | \$100,000   | \$199,500   |  |
| Subcontractor (Tier 1) | Open   | <a href="#">RFQ MDAD-17-02: Cost Estimating and Scheduling Services</a>             | U.S. Cost, Inc. Michael Oriola | 2/26/2019 - 2/26/2024   | \$5,624,280 | \$288,046   |  |

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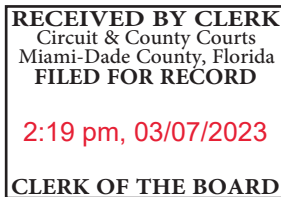
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# Memorandum



**Date:** March 1, 2023

**To:** Namita Uppal, C.P.M.  
Director and Chief Procurement Officer  
Strategic Procurement Department

**Through:** Lydia Osborne, Ph.D., C.P.P.O., C.P.P.B., NIGP-CPP  
Strategic Procurement Division Director *Lydia Osborne*  
Strategic Procurement Department

**From:** Franklin Gutierrez, *Franklin Gutierrez*  
Competitive Selection Committee Coordinator

**Subject:** NEGOTIATION AUTHORIZATION  
Miami-Dade County Department of Solid Waste Management (DSWM)  
Professional Bond Engineering Services for Department of Solid Waste Management  
SPD Project No. E22-DSWM-01

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

**SPD Project No.:** E22-DSWM-01

**Project Title:** Professional Bond Engineering Services for Department of Solid Waste Management

**Scope of Services Summary:** The Miami-Dade County Department of Solid Waste Management is seeking to award one non-exclusive Professional Services Agreement to an Architectural and Engineering firm that will act on behalf of the Solid Waste System Revenue Bond holders, pursuant to Ordinance No. 96-168 (Bond Ordinance). The scope of work of the Bond Engineer encompasses provision of services, analyses and certifications associated with the operation and maintenance of Miami-Dade County's Solid Waste System, as set forth in Bond Ordinance No. 96-168, Sections 208, 503, 605, 607, 612, 619, the Comprehensive Landfill Closure Plan, and the Resources Recovery Facility Operations and Management Agreement between Covanta Dade Renewable Energy, Ltd. and the County.

**Experience and Qualifications:** The Prime Consultant is preferred to have a minimum of three years of engineering experience in the field of municipal solid waste management, including waste-to-energy. In addition to the above, the Prime Consultant is preferred also to have a minimum of three years of experience performing bond engineering services for comparable sized solid waste facilities, incinerating in excess of 200,000 tons of waste per year.

**Term and Estimated Cost of Contract:** One Consultant will be retained under a Professional Services Agreement, for an effective term of five (5) years. The estimated total contract amount for the term is \$5,655,600.00, inclusive of contingencies.

**Participation Restrictions:** A Prime Consultant and its Subconsultant(s) with a current agreement or an open Work/Service Order with Miami-Dade County for design or construction management services for the DSWM at the time of award, will be ineligible for award, as part of a team, under this solicitation. In addition, the Prime Consultant selected for award of this solicitation and its Subconsultant(s), as part of a team, will be ineligible for award of any future design or construction

management services for the DSWM advertised during the effective term of the Professional Services Agreement to be issued as a result of this solicitation.

**Small Business Enterprise Goal:** On May 12, 2022, the Internal Services Department's Small Business Development Division assigned a "No Measure" to this project.

**Advertisement Date:** September 15, 2022.

**Number of Proposal(s) Received:** Two (2) proposals were received by the submittal deadline of November 14, 2023.

**Analysis of Market Availability:** Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Notice to Professional Consultants, market research was performed. On November 29, 2022, the final recommendation of the market research was to proceed with the evaluation of the two (2) proposals. Please refer to the attached Analysis of Market Availability.

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

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

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

**Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports:** Pursuant to County Resolution No. R-62-22, which amended Implementing Order 3-34, and became effective on July 11, 2022, the Competitive Selection Committee was provided with all reports and findings of the OIG produced on December 5, 2022, regarding the two Proposers (ARCADIS US, INC., and TETRA TECH, INC.) and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. On December 9, 2022, the COE notified the Competitive Selection Committee Coordinator that a search of its closed complaint files for complainant and respondent data fields was performed and none were found. .

**First Tier Results:** The First Tier meeting was held on January 20, 2023, the Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals. During the evaluation process, there were no ties. 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 Strategic Procurement Department hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

- Franklin Gutierrez, A&E Consultant Selection Coordinator, SPD
- Achaya Kelapanda, Assistant Director, DSWM
- Bolanle O. Shorunke-Jean, Budget Division Director, DSWM
- Shawn Mahoney, Accountant 4, Miami-Dade Aviation Department

**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 one (1) non-exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

**RANKING OF RESPONDENTS**

**ARCADIS US, INC.**

Final Ranking – 1

Total Adjusted Ordinal Score – 3

Total Adjusted Qualitative Points – 272

The following firm will serve as an alternate:

**TETRA TECH, INC.**

Final Ranking – 2

Total Adjusted Ordinal Score – 6

Total Adjusted Qualitative Points – 251

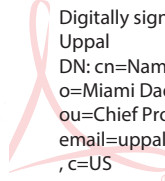
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

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

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

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

Approved:



Digitally signed by Namita Uppal  
DN: cn=Namita Uppal,  
o=Miami Dade County,  
ou=Chief Procurement Officer,  
email=uppaln@miamidade.gov  
, c=US  
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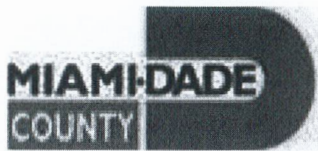
Namita Uppal, C.P.M.  
Director and Chief Procurement Officer

---

Date

**Attachments:**

1. Analysis of Market Availability
  2. List of Respondents
  3. First Tier Tabulation Sheet
- c: Competitive Selection Committee  
Clerk of the Board of County Commissioners



# Small Business Development Division

## Project Worksheet

Project/Contract Title: Professional Bond Engineering Services for Department of Solid Waste Management Received Date: 5/11/2022

Project/Contract No: E22-DSWM-01 Funding Source: Other

Department: Solid Waste Management

Estimated Cost of Project/Bid: \$5,655,600.00

Description of Project/Bid: A solicitation for Professional Bond Engineer Services (Bond Engineer) that will act on behalf of the Solid Waste System Revenue Bond holders, pursuant to Ordinance No. 96-168 (Bond Ordinance). The scope of work of the Bond Engineer encompasses provision of services, analyses and certifications associated with the operation and maintenance of Miami-Dade County's Solid Waste System (System), as set forth in Bond Ordinance No. 96-168, Sections 208, 503, 605, 607, 612, 619, the Comprehensive Landfill Closure Plan (CLCP), and the Resources Recovery Facility (RRF) Operations and Management Agreement (RRFA) between Covanta Dade Renewable Energy, Ltd. (Covanta) and the County.

### Contract Measures Recommendation

| Measure    | Program   | Goal Percent |
|------------|-----------|--------------|
| No Measure | SBE - A&E |              |

### Reasons for Recommendation

\*This is a resubmittal of project E21-DSWM-01 that was not advertised; all information remains the same\*

#### SMALL BUSINESS ENTERPRISE- ARCHITECTURAL AND ENGINEERING (SBE-A&E)

SBD reviewed this project pursuant to Implementing Order 3-32 for SBE-A&E measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included the Verification of Availability process to determine firm availability and assignment of the noted measure. Eight (8) SBE-A & E firms certified in the technical categories below were contacted through the Verification of Availability process, however no firms expressed interest in participating on the solicitation. A No Measure is applicable to this solicitation due to insufficient availability of certified firms.

MDC-TCC 07 SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS, MDC-TCC 19-07 SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS

Living Wages: YES ☐ NO ☒

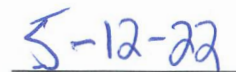
Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒

  
SBD Director

  
Date



## MEMORANDUM

(Revised)

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

**DATE:** July 6, 2023

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

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

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(M)(1)  
7-6-23

RESOLUTION NO.                      R-604-23

RESOLUTION APPROVING CONTRACT AWARD OF PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ARCADIS U.S., INC. FOR PROFESSIONAL BOND ENGINEERING SERVICES FOR DEPARTMENT OF SOLID WASTE MANAGEMENT, CONTRACT NO. 18393-DSWM22-BE , ISD PROJECT NO. E22-DSWM-01, IN AN AMOUNT NOT TO EXCEED \$5,655,600.00 INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$565,560.00 FOR A FIVE YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN INCLUDING CANCELLATION, RENEWAL, AND EXTENSION PROVISIONS

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

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

**Section 1.** Approves the award of a Professional Services Agreement (“PSA”) between the County and Arcadis U.S., Inc. for Professional Bond Engineering Services for Department of Solid Waste Management, Contract No. 18393-DSWM22-BE, ISD Project No. E22-DSWM-01 in an amount not to exceed \$5,655,600.00 inclusive of a 10 percent contingency allowance of \$565,560.00, for a five-year term.

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

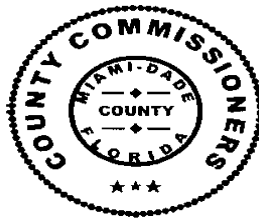
The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** ,  
 who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez**  
 and upon being put to a vote, the vote was as follows:

|                                  |            |                      |               |
|----------------------------------|------------|----------------------|---------------|
| Oliver G. Gilbert, III, Chairman | <b>aye</b> |                      |               |
| Anthony Rodríguez, Vice Chairman | <b>aye</b> |                      |               |
| Marleine Bastien                 | <b>aye</b> | Juan Carlos Bermudez | <b>aye</b>    |
| Kevin Marino Cabrera             | <b>aye</b> | Sen. René García     | <b>absent</b> |
| Roberto J. Gonzalez              | <b>aye</b> | Keon Hardemon        | <b>aye</b>    |
| Danielle Cohen Higgins           | <b>aye</b> | Eileen Higgins       | <b>aye</b>    |
| Kionne L. McGhee                 | <b>aye</b> | Raquel A. Regalado   | <b>absent</b> |
| Micky Steinberg                  | <b>aye</b> |                      |               |

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK



By: **Basia Pruna**  
 Deputy Clerk

Approved by County Attorney as  
 to form and legal sufficiency.

dsh

David Stephen Hope