

**CITY OF NORTH MIAMI
ARCHITECTURAL & ENGINEERING
CONTINUING SERVICES AGREEMENT
(RFQ #12-14-15; Water/Wastewater Engineering Services)**

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONTINUING SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of 2/1/2016, 2015, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **AECOM Technical Services, Inc.**, a foreign for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 515 S. Flower Street, Suite 1050, Los Angeles, CA 90071 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on March 24, 2015, the City of North Miami (“City”) advertised *Request for Qualifications # 12-14-15, Continuing Architectural & Engineering Services* (“RFQ”), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when needed basis, the following specific professional services: Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

WHEREAS, the RFQ was administered in accordance with the State of Florida’s Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (2015); and

WHEREAS, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional Water/Wastewater Engineering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on June 9, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-116, approving the selection of Consultant for the provision of Services on a continuing-contractual basis; and

WHEREAS, the City is in need of Architectural and Engineering Services associated with the development and update of the sanitary sewer model as required by Miami-Dade County for all new developments that connect to the City’s sanitary sewer system, and evaluate system performance with proposed development to serve as an overall planning tool for growth (collectively referred to herein as “Services”); and

WHEREAS, on December 8, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-139, authorizing the City Manager to execute this Agreement for the provision of Services, protecting the health, safety and welfare of all City residents.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Request for Qualifications No. 12-14-15, Continuing Architectural and Engineering Services*, attached hereto by reference;

2.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Resolution No. 2015-R-52, passed and adopted by the Mayor and City Council on June 9, 2015, approving the selection of Consultant for the provision of Services attached hereto by reference;

2.1.4 Resolution No. 2015-R-139, passed and adopted by the Mayor and City Council on December 8, 2015, authorizing the execution of this Agreement, attached hereto as Exhibit "A";

2.1.5 Consultant's *Proposal for Updating Sanitary Sewer Model under RFQ 12-14-15 Workplan*, dated November 23, 2015 ("Proposal"), attached hereto as Exhibit "B";

2.1.6 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.2.4 The Proposal.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of six (6) months, with an option at the City's discretion to renew the contract on a month to month basis for one (1) additional year, commencing on the date this Agreement is executed, unless

terminated earlier by the City. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid the amount of One Hundred Fifty Four Thousand Five Hundred Sixty-One Dollars (\$154,561.00) as full compensation for Services, pursuant to Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully

licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Consultant at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for

such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2015). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

12.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes (2015), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2015), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: AECOM Technical Services, Inc.
800 Douglas Entrance, North Tower
Second Floor
Coral Gables, FL 33134

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street

North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

AECOM Technical Services, Inc., a foreign for-profit corporation:

"Consultant"

DocuSigned by:
By: Kim Windloss
66B49CF8252E40A...

Print Name: Kim Windloss

Date: 2/1/2016

DocuSigned by:
By: Mark Abbott
3DA46C82E34C476...

Print Name: Mark Abbott

Date: 1/11/2016

ATTEST:

City of North Miami, a Florida municipal corporation:

"City"

DocuSigned by:
By: [Signature]
2C2010872EE8414...

Michael A. Etienne
City Clerk

DocuSigned by:
By: Arthur H. Sorey
FDAE1807923F40D...

Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
By: Roland C. Galdos
F2F9116943844E7...

Roland C. Galdos, Esq.
Interim City Attorney

RESOLUTION NO. 2015-R-139

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND AECOM TECHNICAL SERVICES, INC., TO UPDATE THE SANITARY SEWER MODEL ON BEHALF OF THE CITY, AS REQUIRED BY MIAMI-DADE COUNTY FOR ALL NEW DEVELOPMENTS THAT CONNECT TO THE CITY'S SANITARY SEWER SYSTEM, TO EVALUATE SYSTEM PERFORMANCE WITH PROPOSED DEVELOPMENT AND TO SERVE AS AN OVERALL PLANNING TOOL FOR GROWTH, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 12-14-15 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES, IN THE AMOUNT OF ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS (\$154,561.00), FOR A TERM OF SIX (6) MONTHS WITH AN OPTION TO RENEW; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") desires to have a pool of professional firms ready to serve as contractors to provide the City with Architectural and Engineering related services on a continuing contract basis; and

WHEREAS, on March 24, 2015, the City issued *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services* ("RFQ"), for the purpose of retaining experienced, licensed, and insured architectural and engineering firms to provide on a continuing, as-needed, when-needed contract basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

WHEREAS, the RFQ was undertaken in accordance with Florida's Consultants' Competitive Negotiation Act, under Section 287.055, Florida Statutes (2015); and

WHEREAS, in response to the RFQ, AECOM Technical Services, Inc. ("Consultant"), submitted its sealed qualifications for the provision of professional Water/Wastewater Engineering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on June 9, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-52, approving the selection of Consultant for the rendition of Services on a continuing, as-needed, when-needed basis; and

WHEREAS, the City needs to update the sanitary sewer model as required by Miami-Dade County for all new developments that connect to the City's sanitary sewer system, and evaluate system performance with proposed development to serve as an overall planning tool for growth (collectively referred to herein as "Services"); and

WHEREAS, the City administration respectfully requests that the Mayor and City Council authorize the Interim City Manager to execute an agreement for the completion of Services, which stand to protect the public health, safety, and welfare.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of the Interim City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager to execute an agreement between the City of North Miami and AECOM Technical Services, Inc., to update the sanitary sewer model on behalf of the City, as required by Miami-Dade County for all new developments that connect to the City's sanitary sewer system, to evaluate system performance with proposed development and to serve as an overall planning tool for growth, pursuant to *Request for Qualifications No. 12-14-15 Continuing Architectural and Engineering Services*, in the amount of One Hundred Fifty-Four Thousand Five Hundred Sixty-One Dollars (\$154,561.00), for a term of six (6) months with an option to renew.

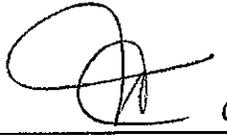
Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 8th day of December, 2015.



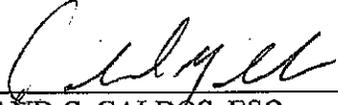
DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Bien-Aime

Seconded by: Desulme

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)



City of North Miami

Proposal for Updating Sanitary Sewer Model

Under RFQ 12-14-15

Workplan

Submitted by:

AECOM

800 Douglas Entrance, North Tower, 2nd Floor

Coral Gables, FL 33134

www.aecom.com

305.444.4691

tel

305.447.3580

fax

Date:

November 23, 2015



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1. Introduction

This proposal responds to the invitation to update the City of North Miami sanitary sewer model. AECOM understands that the overall objective is to create a hydraulic model of the City wastewater system that can be used to evaluate system performance with proposed development; the model will be able to assess specific development applications, and serve as an overall planning tool for growth. The model will be able to predict operating conditions, pressures and capacities in the system under existing and specific growth scenarios, in order to provide input to development plans, and demonstrate continuing compliance with regulatory requirements. The objective of the model will be in compliance with Miami-Dade County Code Section 24-42.2 (7). Additionally, the design and development of the model will be approved by the County prior to implementation.

The City of North Miami's collection and transmission system discharges into the transmission/treatment system of the Miami-Dade Water and Sewer Department. The system has approximately 150 pumping stations, 46 of which are owned by the City. The pumping stations transmit sewage flow from the gravity collection system to the Miami-Dade system at four locations. The total upstream collection system area in the City is approximately 5300 acres, with 118 miles of sanitary sewers. There are approximately 56 miles of forcemains in the City system (as of 2011).

The system performance is currently understood in context of the April 2011 Sanitary Sewer Master Plan (Hazen and Sawyer), and the February 2010 Peak Flow Management Study Report (Hazen and Sawyer).

2. Project Understanding and Approach

As outlined in the Invitation to Quote, the overall project scope involves the project tasks described in Table 1.

Table 1. Project Tasks

	Description
Task 1	• Review and Evaluation of Existing Model / Information
Task 2	• Calculation of Existing and Future Wastewater Loads
Task 3	• Evaluation of Existing Wastewater System Performance
Task 4	• Wastewater System Model/ Master Plan Update

AECOM's understanding of these tasks, and our approach to completing them, are described below.

2.1 Task 1 – Review and Evaluation of Existing Model / Information

AECOM will review previous relevant planning studies (such as the previous mentioned 2010 Peak Flow Management Study and the 2011 Master Plan), including previous infiltration/inflow studies. The information will be used to develop a baseline for what was understood about the system at that time, to identify both information gaps, areas where additional assessment was warranted, and to identify changes to the system since these studies were completed.



The data review will consist of a review of:

- the existing XP-SWMM hydraulic model – which will be evaluated for completeness, suitable input parameters and populations, level of detail of pumping station modeling;
- GIS data- which will be primarily used to allocate current populations into the model, extend the model for the current application, and augment any missing / assumed data in the previous model. GIS data will be used to update and extend the all-pipe XP-SWMM model to include the entire North Miami system as constructed to the most recent GIS update.
- pump curves – to identify any pump performance curves, drawdown tests, or monitoring which may be relevant to properly characterize existing pumping capacity in the model.

AECOM will also review all pumping station surveys made available by the City of North Miami. In context of this, AECOM will also review recommendations for pumping improvements of the previous Master Plan, and review improvements made by the City since 2010 under their pumping station improvement program. All implemented changes will be incorporated into the model, and planned improvements will also be modeled to reflect growth servicing scenarios.

AECOM also proposed to review two years of water billing data, with the intent that these demands can be spatially distributed to better characterize existing loadings in the system. In order for this to be successful, the water billing data must be able to be spatially identified in GIS; AECOM will review this data with the City to fully explore this potential way of spatially allocating sewage loadings in the wastewater model.

2.2 Task 2 – Calculation of Existing and Future Wastewater Loads

Populations

One of the most useful planning tools available to assign population growth in the wastewater model is the City's traffic zone data. Traffic analysis zone (TAZ) data are spatial zones which originally were developed for use with transportation models for system planning. Since they are typically constructed with census data and have population projections in each zone extended into the future for transportation planning, they are also useful for allocating wastewater loadings, which are also dependent on population, and have similar requirements to know where these loadings will occur. With parcels spatially joined to the collection system in the GIS, it is a straightforward task to assign the TAZ populations to the wastewater model.

AECOM will review the scale of the TAZ data, and also review the data with the City. AECOM will review specific growth areas, such as Comprehensive Plan Amendments, and plans to incorporate any annexation area to expand servicing requirements. The Comprehensive Plan Amendments include population projections within the City's limits, and were taken to be the most relevant growth forecast during the previous Master Plan. AECOM will incorporate growth scenarios that the City feels are most appropriate for the study.

Dry Weather Flow

In addition to TAZ and CPA data, AECOM will incorporate two other techniques to allocate population and dry weather sewage flow in the system. As mentioned in Task 1, water billing data will be used to identify point loadings; the assessment is particularly useful to identify non-residential heavy demand water users, which are not easily quantifiable based on land use or zoning alone.

AECOM will calibrate the hydraulic model to reflect known flows in the system. Sources of flow data include previous studies (i.e. the 2010 Peak Flow Management Study), previous monitoring, and SCADA results at pumping stations. AECOM will review flow data at pumps (SCADA, data loggers, VSC billing meter data) to



determine the best source of measured flows. To calibrate the hydraulic model for dry weather flows, the measured system flows will be used to characterize diurnal distribution of flows, as well as appropriate per capita flow rates in the model.

Wet Weather Flow

The above sources of flow data will also be used to calibrate the wet weather response in the model. Sources of wet weather flow data include pumping station data, as above, and monitored flow rates. To establish the relation between wet weather response and rainfall, AECOM will also collect and review rainfall data during the calibration period. Spatial variability of rainfall is potentially a large source of uncertainty – for example, the spatial distribution of an actual storm may cause the point rainfall measurements to not accurately represent rainfall over the entire sewershed. To minimize this risk, AECOM will review the spatial characteristics of calibration events, supplementing with radar data as required.

With wet weather flow accurately reflected at flow measurement locations, the wet weather flow also needs to be spatially allocated to the upstream catchment. This is typically done on an area-weighted basis. AECOM will also review land use data and review any information on likely sources of infiltration/inflow. AECOM will also review infiltration/inflow by catchment, comparing with data such as land use characteristics, topography, and sewer age/condition/material. AECOM will incorporate any clear relation into the spatial allocation of infiltration/inflow into the upstream catchment.

Upon completion of the calibrated model, AECOM will produce a calibration report, comparing modeled and measured data with respect to allowable tolerances, comparing modeled flows with field data from SCADA, and reviewing any predicted overflows/bypass in the model with reported values from North Miami or known problem areas. For each basin, the calibrated model will be run to provide average and peak DWF, 2-year rainfall derived inflow/infiltration and WWF.

2.3 Task 3 – Evaluation of Existing Wastewater System Performance

Once the hydraulic model is initially calibrated, AECOM will review the model with the City of North Miami. AECOM will review the calibrated model with operating staff, reviewing specific details for pump characteristics, operation, and controls. AECOM will review specific model results with City staff, to ground-truth any verifiable results of the model (regarding pressures, surcharging, overflows/bypass, system constraints and bottlenecks, etc.).

AECOM will also review boundary conditions for the model with Miami-Dade Water and Sewer Department, to accurately reflect expected point-of-connection pressures, such that discharge pressures are accurate in the North Miami model. For the purposes of Master Planning and assessing future servicing requirements, AECOM will also review future plans that MDWASD may implement to alter these pressures (e.g. altering outfall conditions, re-routing flows, changes to pumping/storage/transmission, etc.).

Once the calibrated model is verified with the City of North Miami, AECOM will review the model results and assess system performance. AECOM will provide metrics on:

- **DWF:** pump cycle time, discharge pressure and velocity, peak DWF/firm capacity, peak DWF/pipe capacity;
- **WWF:** discharge pressure and velocity, peak WWF/firm capacity, peak WWF/pipe capacity, surcharge elevations, maximum wet well level vs inlet obvert.



AECOM will provide a list of system deficiencies, including items such as insufficient pumping capacity, insufficient forcemain capacity, excessive surcharging, and insufficient capacity in sections of gravity pipe.

2.4 Task 4 – Wastewater System Model/ Master Plan Update

The previous Master Plan in 2011 identified needs from 2010 to 2030. AECOM will review and update this strategy based on system improvements since the past Master Plan, and updated modeling information. AECOM will identify infrastructure improvements to accommodate existing and future demands, prioritize the works, provide cost estimates, and review system operation/maintenance measures required to provide adequate servicing.

AECOM will review currently planned system upgrades with the City to identify items such as planned pumping station improvements, forcemain and gravity sewer reconstruction. We will also ensure that any system improvements implemented since the previous model and Master Plan are incorporated into the current model.

As one of the outcomes of Task 3, AECOM will have identified a staged listing of system deficiencies, identifying the nature of the deficiency and the time that it is expected to occur based on the modeled growth scenarios. AECOM will review system upgrades that will be required to address these deficiencies. A short list of alternatives will be generated; AECOM will distinguish between minor improvements (e.g. pump replacements) and more major system improvements that can significantly alter flow and operation (e.g. redirection of flows, forcemain reconstruction and/or redirection). AECOM's modeling update will have included all system improvements implemented as part of the previous master plan. As an example, in addition to various pumping and forcemain upgrades, the previous Master Plan had identified that by 2015 that the flows from Biscayne Boulevard PS flows would be redirected.

In addition to physical improvements to infrastructure sizing, the Master Plan includes a number of complementary required initiatives, key to sustainability and to provide suitable servicing for growth. These concurrent complementary measures include:

- Continual system condition assessment, maintenance and rehabilitation;
- Continual peak flow reduction (through the above system renewal measures, as well as specific projects);
and
- Continual reduction in wastewater loadings through water conservation and wastewater reuse.

As part of the Master Plan Update, AECOM will review effectiveness of current City practices in each of these areas, and quantify expected benefits of maintaining or enhancing City efforts in each of these areas on future infrastructure planning.



2.5 Deliverables

AECOM will develop various technical memoranda as a means of documenting study progress. AECOM will submit the following memoranda and reports to the City of North Miami during the course of the study:

- TM 1 – Task 1, Data review
- TM 2 – Part of Task 2, Model development, population allocation, existing and future wastewater loads
- TM 3 – Part of Task 2, Model calibration
- TM 4 – Task 3, System assessment
- Draft Final Report – Technical Memoranda 1 through 4, plus Master Plan Update
- Final Report

3. Experience and Qualifications

3.1 AECOM Corporate Information

AECOM is a global provider of professional technical and management support services to a broad range of markets including transportation, facilities, environmental, energy, water and government. AECOM is a leader in all of the key markets that it serves. Out of the top 500 North American Design Firms for 2013, Engineering News Record ranks AECOM as the No.1 engineering firm overall, No. 2 in Sanitary and Storm Sewers, No. 3 in Sewerage/Solid Waste, and No. 3 in Water Supply.

3.2 Consultant Team Organization and Experience

The City of North Miami will benefit greatly by drawing upon the resources of AECOM's team for this project. Our project team organization, including their proposed roles and responsibilities for this project are summarized below. Table 3 provides a brief summary of the key team member's current project commitments.

PROJECT MANAGER: **Rodrigo Ley, PE, LEED AP**

Experience: Rodrigo in AECOM's Coral Gables office and will serve as Project Manager. Mr. Ley has extensive experience in managing and administering water, wastewater, and stormwater management projects for private developers and local governments. With a strong background in utility and water resources engineering, he has successfully held positions with increasing levels of responsibility in both the private and municipal government sectors. Typical project experience is provided below.

Team Role: Rodrigo will be responsible for project management, and co-ordination of the project team to ensure that the project is completed to the satisfaction of the City of North Miami on schedule and within budget for the project.

PROJECT DIRECTOR: **Devan Thomas, P.Eng.**

Experience: Mr. Thomas has over 20 years of experience that has spanned all aspects of civil infrastructure delivery including construction inspection, project planning, design, a detailed infrastructure performance assessment and asset management. He combines expert technical knowledge with a strong business and sales acumen to deliver optimal solutions for clients. Mr. Thomas is the Infrastructure Service Technical Practice director for the Americas and is responsible for AECOM's growth and technical capabilities within this market which includes the following practice areas: advanced materials, asset management and optimization, condition assessment and rehabilitation, distribution and collection systems, geotechnical services, hydraulic and hydrologic modeling, major conveyance, master planning, mining, performance measurement and assessment, pumping



stations and storage facilities, sustainability, and wet weather. **Team Role:** Devan will be responsible for contractual and administrative issues including execution of agreements, budget / cost control, management of sub-consultants, scheduling of resources, etc.

HYDRAULIC MODELLING LEAD: Brian Richert, P.Eng.

Experience: Brian specializes in the application of hydrologic and hydraulic principles in the field of environmental and water resources engineering and has over 25 years of experience. His expertise includes sanitary and storm collection system modelling, detailed hydraulic modeling, infiltration/inflow assessment, basement flooding studies, stormwater management, floodline mapping, functional and detailed design, and hydrologic modeling. Brian was previously AECOM's modeling lead for development of the MDWASD sanitary collection and transmission model.

Team Role: Brian will lead the hydraulic modelling components and system assessment.

HYDRAULIC MODELLING AND ASSESSMENT: Mina Mirzajani, P.Eng.

Experience: Mina has extensive experience in the modeling and design of separate and combined wastewater systems. Her project experience includes modeling of sanitary/combined sewer networks, wet weather flow management, basement flooding studies, calibration of hydraulic models, and design of transmission and storage facilities. **Team Role:** Mina will be responsible for model implementation and data management for development of the model.

HYDRAULIC MODELLING AND ASSESSMENT: Teresa Rodriguez, P.Eng.

Experience: Ms. Rodríguez Sacarello has experience preparing evaluation, analysis, and analyzing reports for hydrologic-hydraulic and sediment transport studies, including computer simulation, design, and evaluation of alternatives to hydrologic and hydraulic problems confronting the Federal Emergency Management Agency and US Army Corps of Engineers regulations. She is proficient in the use of AutoCAD, MicroStation, ArcGIS, AllTopo Maps V7, Mathcad, hydrologic-hydraulic programs such as HEC-1, HEC-2, HEC-6, HEC-RAS, HydroCAD, StormCAD, Epanet, FlowMaster, CulvertMaster; and structural aid programs such as RC-PIER, MDX, Smart Bridge, Shoring Suite, and Cwalsht. **Team Role:** Teresa will be responsible for assisting with hydraulic model as well as calibrating and field verifying certain components of the model.

4. Project Management, Administration

Project control and quality is fundamental to the core purpose of delivering solutions that efficiently and effectively achieve the City of North Miami's objectives. Below is some information on the proposed project management approach, and quality assurance processes we will implement.

4.1 Project Management Team Approach

AECOM are proposing a Project Management Team Approach for this project with Devan Thomas as the Project Director and Rodrigo Ley as Project Manager. Devan and Rodrigo are known to City staff and are committed to the successful completion of this project on time and within budget. As Project Director, Devan will be responsible for the overall delivery of the project. Rodrigo will be responsible for day-to-day coordination with the AECOM and City staff. This project management team approach has been applied on several recent projects and has proven effective in providing our clients with the highest level of service, responsiveness and enhanced project performance. *Our project management team is based out of the Coral Gables office and are capable of meeting with the City of North Miami on very short notice.*

4.2 AECOM Project Information Center

AECOM project setup is completed in APIC. The Project Manager enters all relevant information in APIC, including task breakdown, budget breakdown by tasks and allocation of the resources and other costs to the specified tasks

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and budgets. APIC allows the Project Manager to organize the assignment into distinct phases and sub-phases so that costs for specific tasks, within the phases and sub-phases, are entered and tracked independently against individual budgets.

4.3 Cost Control

AECOM fully understands the need to work within established project budgets. We have a proactive approach to limit the impact of unforeseen changes on the overall budget and schedule established for the project. AECOM billing software provides information regarding the actual costs and account receivables, so that the Project Manager can track and review all associated costs and invoicing to the City of North Miami. We will submit monthly summary reports documenting completed activities, schedule impacts/reasons, and invoicing.

4.4 Quality Assurance

AECOM has a QA/QC policy which is ISO 9000 certified, and has a thorough process for QA/QC. **Guillermo Regalado** will be the QA/QC manager and will be responsible for monitoring the quality assurance procedures and implementing changes as necessary to improve the quality of the products we produce. All project team members' performance will be subject to peer review. All calculations, reports, and models will be checked by QA personnel.

4.5 Schedule

We are prepared to begin work immediately following the award of the contract and confirmation from the City of an executed Purchase Order (PO). AECOM is committed to completing the five (5) tasks referenced in section 2 within a period of six (6) months. We recognize that to achieve this objective, we must develop and adhere to a comprehensive work plan and schedule. While the level of effort and / or duration of certain activities may differ from original estimates, we will endeavour to limit the impact of these unforeseen changes on the overall project schedule.

4.6 Safety, Health and Environment Program

AECOM is committed to providing safe and healthy workplaces for all AECOM employees, minimizing incidents and injuries, complying with all Occupational Health and Safety (OH&S) and environmental legislation and reducing our impact on the environment. AECOM's Safety, Health and Environment Program has been developed to effectively manage safety, health and impact on the environment within AECOM. Compliance with the SH&E Program is a condition of AECOM employment and must be undertaken by all employees. Local Occupational Health and Safety and Environmental Regulations must be referenced and, where more stringent, will always take precedence over AECOM's Program. All AECOM employees receive a safety orientation and any job-specific training required for them to perform their roles safely.

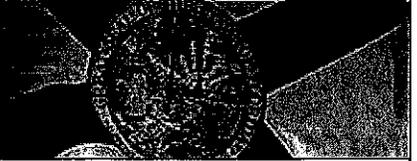
4.7 Statement of Insurability

If selected, AECOM will provide to the City of North Miami upon execution of the agreement a Certificate of Insurance indicating proof of Comprehensive General Liability Coverage and Professional Liability Insurance of not less than \$2,000,000.

4.8 Compensation

Work will be performed through an executed Purchase Order under the Continuing Architectural and Engineering Services Water/Wastewater Engineering contract (RFQ 12-14-15). AECOM proposes to perform the above referenced work for a total of \$154,561.

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



Detail by Entity Name

Foreign Profit Corporation

AECOM TECHNICAL SERVICES, INC.

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Principal Address

515 S. Flower St.
Suite 1050
Los Angeles, CA 90071

Changed: 04/30/2014

Mailing Address

515 S. Flower St.
Suite 1050
Los Angeles, CA 90071

Changed: 04/30/2014

Registered Agent Name & Address

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

Officer/Director Detail

Name & Address

Title President, CEO

Bishop, Tom
300 California Street
Suite 400
San Francisco, CA 94104

Title Senior Vice President and Secretary

Stubblebine, Kevin
400 Northpark Town Center
Atlanta, GA 30328

Title Corporate Senior Vice President/Treasurer, COO

Rudd, William T. "Troy"
1999 Avenue of the Stars
Suite 2600
Los Angeles, CA 90067

Title Director

Gan, David Y.
1999 Avenue of the Stars
Suite 2600
Los Angeles, CA 90067

Title Director

Hopson, Preston
1999 Avenue of the Stars
Suite 2600
Los Angeles, CA 90067

Title Director

Kolloway, Michael R.
303 E. Wacker Drive
#600
Chicago, IL 60601

Title Senior Vice President

Koenig, Bruce
11555 Heron Bay Blvd
Suite 200
Coral Springs, FL 33076

Title Senior Vice President

Keener, Tim
1600 Perimeter Park Drive
Morrisville, NC 27560

Title Principal

Kerwin, Michael
800 Douglas Entrance
North Tower Second Floor
Coral Gables, FL 33134

Title Principal

11/24/2015

Detail by Entity Name

Barrera, Agustin
300 Douglas Entrance
North Tower, Second Floor
Coral Gables, FL 33134

Title Senior Vice President

Cornish, Kevin
150 N Orange Ave
Suite 200
Orlando, FL 32801

Title VP

Mayo, Jim
1625 Summit Lake Drive
Suite 200
Tallahassee, FL 32317

Title VP

Blanchard, Mark
800 Douglas Entrance
North Tower Second Floor
Coral Gables, FL 33134

Title VP

Garcia, Carlos
7650 Corporate Center Drive
Suite 400
Miami, FL 33126

Title VP

Levy, Dan
7650 Corporate Center Drive
Suite 400
Miami, FL 33126

Title VP

Grant, Leslie (Lee)
One Metro Center
4010 Boy Scout Boulevard
Tampa, FL 33607

Title VP

Carel, John
800 Douglas Entrance
North Tower Second Floor
Coral Gables, FL 33134

11/24/2015

Detail by Entity Name

Title Associate Vice President

Crawley, David
7650 West Courtney Campbell Causeway
Tampa, FL 33607

Title Associate Vice President

Loubriel, Ethan
800 Douglas Entrance
North Tower Second Floor
Coral Gables, FL 33134

Title Associate Vice President

Mekarski, Brian
6565 Taft Street
Suite 401
Hollywood, FL 33024

Title Associate Vice President

Lutes, Gary
7650 West Courtney Campbell Causeway
Tampa, FL 33607

Title Associate Vice President

Marks, Russell
7650 West Courtney Campbell Causeway
Tampa, FL 33607

Title CFO, Senior Vice President

Aga, Anshooman
1999 Avenue of the Stars
Suite 2600
Los Angeles, CA 90067

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2015	04/21/2015
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