

## Sanchez, Rodzandra (COE)

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Friday, August 10, 2018 1:28 PM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** INQ18-193: Javier Betancourt, Executive Director, CITT (gifts-complimentary Brightline ride )

INQ 18-193 Betancourt

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**From:** Murawski, Michael P. (COE)  
**Sent:** Friday, August 10, 2018 11:59 AM  
**To:** Perez, Martha D. (COE) <Martha.Perez2@miamidade.gov>; Sibilia, Rhonda (COE) <Rhonda.Sibilia@miamidade.gov>; Diaz-Greco, Gilma M. (COE) <Gilma.Diaz-Greco@miamidade.gov>; Turay, Radia (COE) <Radia.Turay@miamidade.gov>  
**Subject:** FW: INQ18-193: complimentary Brightline ride

**From:** Betancourt, Javier A. (CITT)  
**Sent:** Monday, July 23, 2018 5:24 PM  
**To:** Murawski, Michael P. (COE) <[Michael.Murawski@miamidade.gov](mailto:Michael.Murawski@miamidade.gov)>  
**Cc:** Libhaber, Bruce (CAO) <[Bruce.Libhaber@miamidade.gov](mailto:Bruce.Libhaber@miamidade.gov)>; Alfonso, Annery (CAO) <[Annery.Alfonso@miamidade.gov](mailto:Annery.Alfonso@miamidade.gov)>  
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Best,  
Javier

**Javier A. Betancourt**, Executive Director  
Office of the Citizens' Independent Transportation Trust (CITT)  
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111 NW 1<sup>st</sup> Street, Suite 1010  
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(305) 375-1357  
[Javier.Betancourt@miamidade.gov](mailto:Javier.Betancourt@miamidade.gov)  
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*Sure I am this day that we are masters of our fate, that the task which has been set before us is not above our strength; that its pangs and toils are not beyond our endurance. As long as we have faith in our own cause and an unconquerable will to win, victory will not be denied us. - Winston S. Churchill*

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Contact me if you have any further questions

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**Cc:** Palomo, Patty D. (WASD)  
**Subject:** FW: Jacobs Contracts with MDWASD  
**Attachments:** InterchangememoJacobsEAC7102018.docx; Jacobs MDWASD Contracts.pdf

Good afternoon,

For your information, attached find copy of the draft memo that will be send to the Board of County Commissioners, as a follow up to WASD's response to Jacobs Potential Organizational Conflict of Interest.

Should you have any questions/comments, please let us know.

Marisela

**Marisela J. Aranguiz, P.E. ENV SP**  
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**From:** Aranguiz, Marisela (WASD)  
**Sent:** Monday, February 26, 2018 6:11 PM  
**To:** 'David.Adair@jacobs.com' <David.Adair@jacobs.com>  
**Cc:** Lynskey, Kevin T. (WASD) <Kevin.Lynskey@miamidade.gov>; Penaloza, S. Alissa (WASD) <Alissa.Penaloza@miamidade.gov>; Anand, Hardeep (WASD) <hardeep.anand@miamidade.gov>; Davis, Sarah (CAO) <Sarah.Davis@miamidade.gov>; Ferguson, James (WASD) <James.Ferguson@miamidade.gov>; Cagle, Mary (OIG) <Mary.Cagle@miamidade.gov>; Pollock, Stephen J. (OIG) <Stephen.Pollock2@miamidade.gov>; Murawski, Michael P. (COE) <Michael.Murawski@miamidade.gov>  
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David,

Attached find WASD's response to the Potential Organizational Conflict of Interest regarding the CH2M Jacobs merger.

Regards,  
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From: Adair, David [<mailto:David.Adair@jacobs.com>]  
Sent: Wednesday, October 11, 2017 3:40 PM  
To: Sola, Lester (WASD) <[Lester.Sola@miamidade.gov](mailto:Lester.Sola@miamidade.gov)<<mailto:Lester.Sola@miamidade.gov>>>  
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<[Bijoy.Ghosh@jacobs.com](mailto:Bijoy.Ghosh@jacobs.com)<<mailto:Bijoy.Ghosh@jacobs.com>>>  
Subject: Jacobs Contracts with MDWASD

Director Sola

Pursuant to discussions with your staff regarding our current contracts with MDWASD and concerns around potential conflicts that have been raised, we submit the attached letter for your information and consideration. We acknowledge the scheduled meeting with you on October 23rd, and we will be pleased to discuss this matter with you further at this meeting, or beforehand should you wish.

We thank you very much and look forward to continuing discussions. Should you have any questions, please feel free to call me at the number below.

David L Adair  
Principal-in-Charge  
JACOBS  
(813)230-4741 (cell)

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<MD WASD Potential COI Mitigation .pdf>

<Design Consultant Org Charts.pdf>

<Agreement 16JEGI001 JAC.PDF>

<Agreement 17JEGI002 JAC.PDF>

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INQ 18-193 Betancourt

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**Cc:** Palomo, Patty D. (WASD); Anand, Hardeep (WASD); Penaloza, S. Alissa (WASD)  
**Subject:** RE: Jacobs Contracts with MDWASD  
**Attachments:** RQO 17-02 Singer and LOI re OCI.PDF; Jacobs MDWASD Contracts.pdf

Good afternoon,

I just received a call from Joseph Centorino who informed that as per the attached document, "the local government entity's decision of how to address an organizational conflict of interest shall be subject to the approval of the Executive Director of Ethics Commission or his/her designee, who will render his/her determination promptly...". Therefore, the memo sent earlier will be placed on hold until said approval/disapproval is obtained.

Additional, attached find the letter previously sent on February 26, 2018 that state WASD's decision on how to address this potential conflict of interest.

Marisela

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Subject: Jacobs Contracts with MDWASD

Director Sola

Pursuant to discussions with your staff regarding our current contracts with MDWASD and concerns around potential conflicts that have been raised, we submit the attached letter for your information and consideration. We acknowledge the scheduled meeting with you on October 23rd, and we will be pleased to discuss this matter with you further at this meeting, or beforehand should you wish.

We thank you very much and look forward to continuing discussions. Should you have any questions, please feel free to call me at the number below.

David L Adair  
Principal-in-Charge  
JACOBS  
(813)230-4741 (cell)

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<MD WASD Potential COI Mitigation .pdf>

<Design Consultant Org Charts.pdf>

<Agreement 16JEGI001 JAC.PDF>

<Agreement 17JEGI002 JAC.PDF>

# Memorandum



**Date:**

**To:** Honorable Carlos A. Gimenez  
County Mayor

**From:** Kevin T. Lynskey, Director  
Water and Sewer Department

**Subject:** Recommendation Approving Exchange of Awards of Two (2) Non-Exclusive Professional Services Agreements for Project No. E15-WASD-01 for the Miami-Dade Water and Sewer Department To Avoid Potential Conflict of Interest

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**RECOMMENDATION:**

Pursuant to the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Code of Miami-Dade County, it is recommended that the County Mayor or County Mayor's designee approve the interchanging of two (2) previously awarded Non-Exclusive Professional Services Agreements.

EAC Consulting, Inc. (EAC) was originally awarded Agreement No. 16EAC001, which contract is for engineering design and related services for the design of large diameter water pipelines Group B (Non-Ocean Outfall Legislation Projects). The total compensation amount is \$5,500,000 with a total contract term of six (6) years. A copy of the Contract Award Recommendation is attached hereto as Exhibit "A".

Jacobs Engineering Group Inc. (Jacobs) was originally awarded Agreement No. 17JEGI001 for engineering design and related services for the design of large diameter wastewater pipelines as well as sanitary sewer force mains and sanitary sewer gravity interceptors Group A (Ocean Outfall Legislation Projects). The total compensation amount is \$5,500,000 with a total contract term of six (6) years. A copy of the Contract Award Recommendation is attached hereto as Exhibit "B".

Under the proposal course of action, EAC would take over the scope of work originally assigned to Jacobs for Group A projects (Ocean Outfall Legislation Projects), and Jacobs would assume the scope of work originally assigned to EAC for Group B projects (Non-Ocean Outfall Legislation Projects). The reason for interchanging the Agreements is to avoid a potential organizational conflict of interest that could arise due to the acquisition of CH2M Hill by Jacobs Engineering because CH2M Hill is WASD's Owner's Representative for Ocean Outfall Legislation (OOL) Projects and would be directly supervising itself if the contracts are not interchanged.

Pursuant to Section 6 of Agreement No. 17JEGI002, "Organizational Conflicts of Interest", WASD's Director has proposed the above change in order to address any potential organizational conflict of interest. Both firms have mutually agreed to this change.

**BACKGROUND:**

On October 11, 2017, WASD received a letter from CH2M Hill, Inc. (CH2M) advising of a possible acquisition by Jacobs. See October 11, 2017 letter attached hereto as Exhibit "C". On December 15, 2017, the merger between CH2M and Jacobs was formalized.

Due to the merger, WASD recognized a potential conflict of interest between Jacobs and CH2M because CH2M is performing as WASD's Owner's Representative for Professional Engineering Services for the OOL under Agreement No. 14CH2M006. As the Owner's Representative, CH2M

was to oversee work performed by Jacobs under Agreement No. 17JEGI002 for projects relating to the OOL; therefore, in order to avoid a potential conflict of interest between Jacobs and CH2M and to maintain the required contract capacity under both OOL and Non-OOL WASD managed projects, Jacobs and EAC have agreed to WASD's proposal to interchange their awarded contracts.

Additionally, WASD forwarded a copy of Exhibit "C" to the Office of the Inspector General (OIG) and to the Commission of Ethics (COE), pursuant to Section 6 (7) of Agreement No. 17JEGI002, which states that the WASD Director will forward a copy of the written explanation of the methodology used to address an identified organization conflict of interest to the OIG and COE. Neither the OIG or COE have objected to WASD's proposed course of action.

Further, due to the merger and in accordance with Section 39 of CH2M's Agreement No. 14CH2M006, WASD has recommended approval of the attached Assignment of Agreements because CH2M has legally become Jacobs. A copy of the "Assignment of Agreement" is attached hereto as Exhibit "D".

**DELEGATION OF AUTHORITY:**

Upon the approval of both interchanged contract award recommendations, pursuant to the provisions of Section 2-8.2.12 of the Miami-Dade County Code, the County Mayor or County Mayor's designee will have the authority to execute, amend and terminate the Agreements and to resolve disputes. Additionally, pursuant to the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee will have the authority to amend and/or extend the Agreements to complete any unfinished work, waive liquidated damages, negotiate and settle claims, and execute change orders that do not exceed ten percent (10%) of the base contract amounts.

**PROJECT DESCRIPTION:**

The scope of work will remain the same with the exception that Jacobs will perform work under Group B for Non-OOL Projects and EAC will perform work under Group A for OOL Projects. The scope of work consists of engineering services for utility design, including planning and permitting assistance during construction for system upgrades to large sewer pipelines for Group A and large water pipelines for Group B. The scope of services consists of complete design services, which includes, but is not limited to: performance of preliminary route analysis; site investigations; surveying; maintenance of traffic plans; hydraulic analysis; coordination with other utilities; coordination with other municipalities and the public; preparation of design reports; preparation of drawings and contract specifications; preparation of design-build criteria packages; assistance during the permitting and procurement phases; and engineering support during construction. Engineering support during construction is anticipated to include, but is not limited to: periodic site inspections; attendance at meetings; review of shop drawings; responding to requests for information; reviewing claims and potential change orders; reviewing contract schedules and schedule of values; and reviewing as-built drawings. Project coordination services are anticipated to include, but are not limited to: establishing a plan to implement projects; establishing and tracking project schedules, budgets and deadlines; preparing status reports; and attending meetings as requested.

**PROJECT LOCATION:**

Throughout Miami-Dade County

**PRIMARY COMMISSION DISTRICT:**

Various Commission Districts

**MANAGING DEPARTMENT:**

Miami-Dade Water and Sewer Department

**APPROVAL PATH:**

Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance Section 2-8.2.12 of the Code of Miami-Dade County.

**APPLICABLE WAGES (RESOLUTION No. R-54-10):** No  
**MANDATORY CLEARING HOUSE:** No

**FISCAL IMPACT / FUNDING SOURCE:**

Water Connection Charges; Future WASD Revenue Bonds; WASD Revenue Bonds Sold; WASD Future Funding; and Water Special Construction Fund.

**CAPITAL BUDGET PROJECT # - DESCRIPTION:**

See attached Exhibit "E", "Capital Budget Information".

**SMALL BUSINESS ENTERPRISE CONTRACT MEASURES ASSIGNED/COMPLIANCE (RESOLUTION R-1001-15)**

The Small Business Enterprise goal participation established under this Project Number E15-WASD-01 of 20% will remain the same. The Internal Services Department Division of Small Business Development verified that Jacobs and EAC are in compliance since no work has been performed by either firm. See attached Exhibit "F".

\_\_\_\_\_  
**JENNIFER MOON**  
**OMG DIRECTOR**

\_\_\_\_\_  
**DATE**

Approved for legal sufficiency:

\_\_\_\_\_  
**SARAH E. DAVIS**  
**ASSISTANT COUNTY ATTORNEY**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**KEVIN T. LYNSKEY ON BEHALF OF**  
**COUNTY MAYOR CARLOS A. GIMENEZ**

\_\_\_\_\_  
**DATE**





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February 26, 2018

Mr. David Adair  
Jacobs Engineering Group  
3720 NW 87th Avenue, Suite 750  
Miami, FL 33178

RE: **Potential Conflict of Interest — Response**

Dear Mr. Adair:

The Miami-Dade Water and Sewer Department (WASD) received your letter dated October 11, 2017 advising WASD of the possible acquisition of CH2M Hill Companies Ltd. (CH2M) by Jacobs Engineering Group Inc. (Jacobs). It is our understanding that the merger was formalized on December 15, 2017.

Because Jacobs has now merged with CH2M, an organizational conflict of interest could result if CH2M, as WASD's representative for Professional Engineering Services related to the Ocean Outfall Legislation program ("OOL") pursuant to PSA 14CH2M006, were to oversee the work that Jacobs will be doing on PSA 16JEGI001 and PSA 17JEGI002, which projects involve and/or could involve work on the OOL. Specifically, Section 6 (A)(2) of PSA 16JEGI001 and PSA 17JEGI002 defines an "organizational conflict of interest" as:

"... a situation in which an Engineer: (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the COUNTY in a matter...and the ENGINEER has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing Work under the AGREEMENT, the ENGINEER may be improperly influenced by its own interests rather than the best interest of the COUNTY..."

Consequently, the County has considered the various options available to avoid a potential conflict of interest and has decided on the following measures.

#### **PSA 16JEGI001**

At the time of contract selection and assignment for "*Engineering Design and Related Services for the Design of Large Diameter Wastewater Pipelines as well as Sanitary Sewer Force Mains and Sanitary Sewer Gravity Interceptors* **Group A** (Ocean Outfall Legislation Projects) and **Group B** (Non-Ocean Outfall Legislation Projects)" in January 2017, the County selected eight firms; six



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were assigned to the OOL and two were assigned to Non-OOL WASD-managed projects. Jacobs was awarded one of the OOL contracts (PSA 16JEGI001) on January 20, 2017.

On July 27, 2017, CH2M submitted a recommendation for Jacobs to handle Task Authorization No. 1 for design of OOL Project SL-3B (wastewater transmission force main), which recommendation has been awaiting WASD approval. Now, however, in light of the merger, continuing to have Jacobs work on this project with CH2M supervising its work would present an organizational conflict of interest as that term is defined in the PSA. Accordingly, WASD never approved this Task Authorization and reassigned it to another design consultant under the OOL contracts (Group A).

Notably, in order to maintain the required contract capacity under both OOL and Non-OOL WASD-managed projects, WASD will be seeking approval to transfer one of the firms assigned to Non-OOL WASD-managed projects to work under the direction of the OOL Program Consultant, and Jacobs' contract will be transferred to Non-OOL WASD-managed projects. These contract transfers will be presented to the Board of County Commissioners for approval.

#### **PSA 17JEGI002**

At the time of contract selection and assignment for "*Engineering Design and Related Services for the Improvements, Upgrades and Expansion of Regional and Booster Wastewater Pump Stations and Related Facilities Necessary for WASD's Capital Improvement Projects*", the County awarded two PSAs. Jacobs was awarded one of these two PSA, Agreement 17JEGI002, effective February 21, 2017. Significantly, some of the tasks to be performed under this contract will involve OOL projects; however, other tasks under this contract will be for general WASD capital improvements.

On September 19, 2017, CH2M submitted a recommendation for Task Authorization No.1 under this PSA for design of OOL Project SP-1 (Southwest Booster Pump Station), which has been awaiting approval by WASD. WASD has determined that, in order to avoid a conflict of interest on this particular task, Task Authorization No. 1 was reassigned to another firm that received a PSA under this contract.

To avoid any other possible conflict of interest, WASD will internally manage Jacobs' PSA and will not assign any tasks that involve or relate to the OOL Program.

#### **PSA 14CH2M006**

Lastly, as stated above CH2M was awarded PSA 14CH2M006 titled "*Owner's Representative for Professional Engineering Services Relating to the State of Florida's Ocean Outfall*"



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*Legislation and Miami-Dade County's Wastewater System*" on October 29, 2014. Since CH2M has now officially merged with Jacobs, Jacobs has requested, as laid out in the Contract under Section 39, for "Assignment of Agreement". WASD is in favor of this request because CH2M has now legally become Jacobs and both companies are now one and the same. WASD has directed CH2M to work with Miami-Dade Internal Services Department to ensure this request follows the prescribed County processes.

Should you have any questions regarding our determinations, you may contact Marisela J. Aranguiz, Assistant Director, Capital Program Management at 786-522-8894 or [Marisela.Aranguiz@miamidade.gov](mailto:Marisela.Aranguiz@miamidade.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "K. Lynskey", written over a horizontal line.

Kevin Lynskey, Director  
Miami-Dade County Water & Sewer Department

cc: Hardeep Anand, WASD  
Alissa Peñaloza, WASD  
Marisela Aranguiz, WASD  
Sarah E. Davis, Esq., Assistant County Attorney