

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** December 7, 2010

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No. 8(R)(1)(C)



**From:** Carlos Alvarez  
Mayor

George M. Burgess  
County Manager



**Subject:** Resolution authorizing the Mayor or Mayor's designee to execute firm offer agreements with Pall Corporation for microfiltration equipment for \$12,351,063 and Trojan Technologies for ultraviolet equipment for \$4,100,000, and waiving formal competitive bid procedures pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter, and waiving bid protest procedures in accordance with Section 2-8.4 of the Code

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution for the Water and Sewer Department (WASD), authorizing the Mayor or Mayor's designee to execute *Firm Offer Agreements* with Pall Corporation for microfiltration equipment in the amount of \$12,351,063 and Trojan Technologies for ultraviolet equipment in the amount of \$4,100,000 required for the design and construction of the South District Water Reclamation Plant (SDWRP) to meet the County's future water supply needs in the southern service area; waiving formal competitive bid procedures pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter and waiving bid protest procedures in accordance with Section 2-8.4 of the Code.

## **SCOPE OF AGENDA ITEM**

This agenda item will have a countywide impact in terms of environmental and economic benefits. The SDWRP located in District 8, will ensure compliance with the County's 20-Year Water Use Permit issued by the South Florida Water Management District in 2007.

## **FISCAL IMPACT/FUNDING SOURCE**

The fiscal impact to the County to design and construct the SDWRP is estimated to be \$350 million. The source of funding for this project is plant expansion funds, current bonds sold and future bond funds. Operating and maintenance funds will be provided from the Department's Operating Budget.

## **TRACK RECORD/MONITOR**

WASD's Deputy Director for Capital Improvements and Regulatory Compliance will track and monitor the progress of this project to successful completion.

## **BACKGROUND**

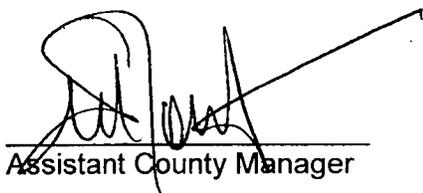
The County's 20-Year Water Use Permit issued by the South Florida Water Management District in November of 2007 requires the design and construction of the SDWRP to provide advanced levels of treatment to wastewater for the purpose of replenishing ground water supplies to the Biscayne Aquifer. The SDWRP will treat approximately 30 million gallons per day of wastewater using technologies consisting of microfiltration, reverse osmosis, ion exchange, and ultraviolet light disinfection to achieve a water quality that meets regulatory standards for ground water replenishment. Microfiltration removes suspended solids, reverse osmosis removes pharmaceuticals, pesticides and micro-organisms, ion exchange removes ammonia, and the ultraviolet light system provides further destruction of micro-organisms and disinfection. The treated water will be pumped to an area near Zoo Miami and injected into the ground water system through wells into the Biscayne Aquifer. The treated water will mix with

native groundwater and flow over a period of approximately two years to a wellfield that will supply the South Miami Heights Water Treatment Plant, currently under construction.

Essential to the treatment for groundwater replenishment is the microfiltration unit and the ultraviolet light treatment system. The specifications for each of these highly specialized systems vary from vendor to vendor, and the performance results of each system can also vary. In order to incorporate the electrical and mechanical components of the SDWRP into the overall design, the power, pumping, and piping configurations must be known in advance as well as the chemical needs for these systems. The selection of a vendor to purchase equipment is customarily a part of the construction contractor's bid. In this case, because the microfiltration unit and the ultraviolet light treatment system equipment are highly specialized, vary in configuration, and must meet specific regulatory performance standards, after consulting with the County Attorney's Office, WASD staff determined that the pre-selection of vendors to purchase this equipment (prior to bidding out the construction contract) was in the best interest of the County. After the construction contract is bid out, the contractor awarded the contract will purchase and install the equipment from the pre-selected vendors.

Working with the County Attorney's Office, procedures were crafted as a competitive process to select vendors (even though the County's formal bid process was waived) with the most cost-effective equipment that meets regulatory performance standards so that the specifications can be incorporated into the overall design of the SDWRP. A search to identify potential vendors with proven track records was conducted. The vendors selected were notified through the County's "Request for Information" process in which the scope of work, minimum acceptable experience and regulatory performance standards were delineated. The responses were screened resulting in the selection of four microfiltration unit vendors and two ultraviolet light treatment system vendors which met the minimum pre-requisites. These vendors were invited to participate in pilot tests conducted at the South District Wastewater Treatment Plant where performance results could be compared with the performance criteria. Two microfiltration vendors and two ultraviolet light treatment system vendors successfully completed the pilot testing program. With the assistance of the County Attorney's Office, a "Request for Offer" was developed for these four vendors to offer a price for the equipment and to guarantee the operating efficiency of the equipment for a twenty year period. The responses were reviewed, and on June 30, 2010, the Pall Corporation was pre-selected as the vendor for the purchase of the microfiltration units with a price offer of \$12,351,063, and Trojan Technologies was pre-selected as the vendor for the purchase of the ultraviolet light treatment systems with a price offer of \$4,100,000.

Working with the County Attorney's Office, WASD prepared two *Firm Offer Agreements* (see Exhibit B in each agreement) to guarantee the price offer from each of the vendors pre-selected for a period of three years, with a price adjustment after 845 days. The agreements serve to guarantee 1) performance efficiencies over a twenty-year period, 2) the purchase price of the microfiltration units and the ultraviolet light treatment systems equipment, and 3) the configuration requirements of the electrical and mechanical portions of the overall design for the SDWRP to avoid re-designs. The guaranteed price for the equipment in the attached *Firm Offer Agreements* will be included in the construction bid documents for the construction of the SDWRP scheduled to be advertised at the beginning of 2012 and awarded by July 2012.



Assistant County Manager



# MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

DATE: December 7, 2010

FROM: R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 8(R)(1)(C)

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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

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

Agenda Item No. 8(R)(1)(C)  
12-7-10

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE FIRM OFFER AGREEMENTS WITH PALL CORPORATION FOR MICROFILTRATION EQUIPMENT IN THE AMOUNT OF \$12,351,063.00 AND TROJAN TECHNOLOGIES FOR ULTRAVIOLET EQUIPMENT IN THE AMOUNT OF \$4,100,000.00 REQUIRED FOR THE SOUTH DISTRICT WATER RECLAMATION PLANT; WAIVING FORMAL BID PROCEDURES AND PROTEST PROCEDURES; AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Board authorizes the County Mayor or the Mayor's designee to execute a Firm Offer Agreement with Pall Corporation for microfiltration equipment in the amount of \$12,351,063.00 and a Firm Offer Agreement with Trojan Technologies for ultraviolet equipment in the amount of \$4,100,000.00, required for the South District Water Reclamation Plant, in substantially the form attached hereto and made a part hereof; waiving formal bid procedures pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter and waiving bid protest procedures in accordance with Section 2-8.4 of the Code, by a two-thirds (2/3s) vote of the Board members present; and further authorizes the County Mayor or the Mayor's designee to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Lynda Bell
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of December, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Henry N. Gillman



**EXHIBIT B**

**FIRM OFFER AGREEMENT**

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, by and between Miami-Dade County, Florida,  
party of the first part (hereinafter sometimes called the "County"), and Trojan  
Technologies, party of the second part (hereinafter sometimes called "UVEM");

**WITNESSETH**

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the UVEM shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Firm Offer Agreement Documents covering the Project of the County known and identified as "South District Water Reclamation Plant – Ultraviolet/Hydrogen Peroxide Advanced Oxidation System"

for the aggregate amount reflected by the Firm Offer, said aggregate amount being of \_

Four million, one hundred thousand dollars and no cents (\$4,100,000.00)

2. That the UVEM shall begin the work to be performed under this Agreement on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Firm Offer.

3. It is further mutually agreed that if at any time after the execution of this Agreement and Surety Offer Bond, the County shall deem the surety upon such bonds to be unsatisfactory based on the terms of the Firm Offer Documents, or if for any reason such bond shall become inadequate to cover the performance of the work, the UVEM shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the UVEM shall be deemed to be due under this Agreement until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

4. The "Firm Offer Agreement Documents" are hereby defined as the Invitation to Submit Firm Offers Letter; Exhibits A through E of the Invitation Letter, ; Form A-1; the Proposer Information; Form A-3, Acknowledgement of Addenda; A-4 Local Business Preference (Section 2-8.5 of the Miami-Dade County Code); Form A-6, Fair Subcontracting Policies (Ordinance 97-35); Form B-1, Firm Offer Pricing Form; the Prescribed Offer Bond; the Certified Resolution (Offer Bond); the Proposer Affidavit; the Specifications; the Plans; any Addenda which may be issued; the Metro-Dade County Disclosure Affidavit (Ordinance 90-133); the Sworn Statement-Public Entity Crimes [Florida Statue Sect. 287.133(3)(a)]; the Miami-Dade Employment Disclosure Affidavit (Section 2-8.1(d)(2) of the Miami-Dade County Code); the Firm Offer Agreement Form; the Certified Resolution Form (Firm Offer Agreement); the Vendor/General Contractor Agreement Form; Performance Bond Form, and the Payment Bond Form.

The terms and conditions of said Firm Offer Agreement Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Firm Offer Agreement Documents are complementary, so that a recital in one is tantamount to a recital in all, and the UVEM specifically acknowledges that he has read and understands all of said Firm Offer Agreement Documents.

5. The various indemnities of the UVEM contained in the Firm Offer Agreement Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Firm Offer Agreement Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Firm Offer Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

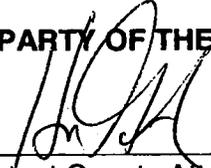
ATTEST: Harvey Ruvin  
Clerk of the Board  
COMMISSIONERS

MIAMI DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Manager

(PARTY OF THE FIRST PART)



Approved for Sufficiency  
of Execution Only

Assistant County Attorney  
Miami-Dade Water and Sewer Department

**WHEN THE CONTRACTOR IS A CORPORATION Partnership**

(CORPORATION SEAL)

ATTEST

*Marvin R. DeVries*

Marvin R. DeVries  
(Print or type name)

Trojan Technologies

(Name of Corporation) Partnership

By: *R. H. T.*

Vice-President Sales and Service  
(Official Title)

3020 Gore Road

London, ON, Canada N5V 4T7  
(Address)

**(PARTY OF THE SECOND PART)**

- \* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Agreement and Offer Bond to do so in its behalf.

OFFER BOND

PROPOSER (Name and Address):

Trojan Technologies  
3020 Gore Road, London ON N5V 4T7

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

COUNTY OF MIAMI-DADE (as Buyer):

County of Miami-Dade  
c/o George Par  
Miami Dade Water and Sewer Department  
3071 SW 38<sup>th</sup> Street  
Miami, FL 33146  
Email: GPAR@miamidade.gov

OFFER DUE DATE: XXXXXX, 2010 June 9, 2010

PROJECT: COUNTY OF MIAMI-DADE - SOUTH DISTRICT WATER RECLAMATION PLANT  
ULTRAVIOLET/HYDROGEN PEROXIDE ADVANCED OXIDATION SYSTEM

BOND:

BOND NUMBER: 105319069  
DATE: (Not later than Offer due date): June 2, 2010  
PENAL SUM: Five percent (5%) of offer amount (Words) (Figures)

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Offer Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

Trojan Technologies (Seal)  
Proposer's Name and Corporate Seal

By: [Signature]  
Signature and Title President

Attest: [Signature]  
Signature and Title Associate Counsel

SURETY

Travelers Casualty and Surety  
Company of America (Seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title Maryann Dark, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: [Signature]

- Notes:
- (1) Above addresses are to be used for giving required notice.
  - (2) Any singular reference to Bidder, Surety, COUNTY OF MIAMI-DADE, or other party shall be considered plural where applicable.
  - (3) Adapted from EJCDC No. 1910-28-C (1990 Edition).

1.01 Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to COUNTY OF MIAMI-DADE upon default of Proposer the penal sum set forth on the face of this Bond.

2.01 Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Offer Documents (or any extension thereof agreed to in writing by COUNTY OF MIAMI-DADE) the executed Vendor/General Contractor Agreement and any insurance certificate and Performance and Payment Bonds required by the Offer Documents.

3.01 This obligation shall be null and void if:

A. COUNTY OF MIAMI-DADE accepts Proposer's Offer and Proposer delivers within the time required by the Offer Documents (or any extension thereof agreed to in writing by COUNTY OF MIAMI-DADE ) 1. the executed Agreement required by the Offer Documents and 2. the executed Vendor/General Contractor Agreement and any insurance certificates and performance and payment Bonds required by the Offer Documents, or

B. All Offers are rejected by COUNTY OF MIAMI-DADE , or

C. COUNTY OF MIAMI-DADE fails to issue a Notice of Award to Proposer within the time specified in the Offer Documents (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Proposer and within thirty (30) calendar days after receipt by Proposer and Surety of written notice of default from COUNTY OF MIAMI-DADE , which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by COUNTY OF MIAMI-DADE and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 180 days from Offer due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Proposer and Surety and in no case later than one year after Offer due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Offer" as used herein includes an Offer, offer or Offer as applicable.

+END OF OFFER BOND++



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216724

Certificate No. 003557243

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Maryann Dark, and Judie M. Chisolm

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of May, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 12th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

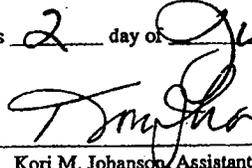
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2 day of June, 2010

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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**EXHIBIT B**

**FIRM OFFER AGREEMENT**

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, by and between Miami-Dade County, Florida,  
party of the first part (hereinafter sometimes called the "County"), and <sup>PALL</sup> CORPORATION, party of the  
second part (hereinafter sometimes called "MFEM");

**WITNESSETH**

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the MFEM shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Firm Offer Agreement Documents covering the Project of the County known and identified as South District Water Reclamation Plant.

for the aggregate amount reflected by the Firm Offer, said aggregate amount being of \_\_\_\_\_  
TWELVE Million, three hundred fifty-one thousand, sixty-three dollars (\$12,351,063.)

2. That the MFEM shall begin the work to be performed under this Agreement on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Firm Offer.

3. It is further mutually agreed that if at any time after the execution of this Agreement and Surety Offer Bond, the County shall deem the surety upon such bonds to be unsatisfactory, based on the terms of the Firm Offer Documents, or if for any reason such bond shall become inadequate to cover the performance of the work, the MFEM shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the MFEM shall be deemed to be due under this Agreement until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

4. The "Firm Offer Agreement Documents" are hereby defined as the Invitation to Submit Firm Offers Letter; Exhibits A through E of the Invitation Letter, ; Form A-1; the Proposer Information; Form A-3, Acknowledgement of Addenda; A-4 Local Business Preference (Section 2-8.5 of the Miami-Dade County Code); Form A-6, Fair Subcontracting Policies (Ordinance 97-35); Form B-1, Firm Offer Pricing Form; the Prescribed Offer Bond; the Certified Resolution (Offer Bond); the Proposer Affidavit; the Specifications; the Plans; any Addenda which may be issued; the Metro-Dade County Disclosure Affidavit (Ordinance 90-133); the Sworn Statement-Public Entity Crimes [Florida Statue Sect. 287.133(3)(a)]; the Miami-Dade Employment Disclosure Affidavit (Section 2-8.1(d)(2) of the Miami-Dade County Code); the Firm Offer Agreement Form; the Certified Resolution Form (Firm Offer Agreement); the Vendor/General Contractor Agreement Form; Performance Bond Form, and the Payment Bond Form.

The terms and conditions of said Firm Offer Agreement Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Firm Offer Agreement Documents are complementary, so that a recital in one is tantamount to a recital in all, and the MFEM specifically acknowledges that he has read and understands all of said Firm Offer Agreement Documents.

5. The various indemnities of the MFEM contained in the Firm Offer Agreement Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Firm Offer Agreement Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Firm Offer Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin  
Clerk of the Board

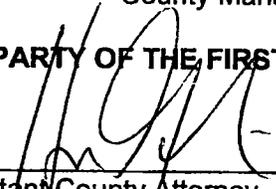
MIAMI DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Manager

(PARTY OF THE FIRST PART)

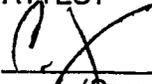
Approved for Sufficiency  
of Execution Only

  
\_\_\_\_\_  
Assistant County Attorney  
Miami-Dade Water and Sewer Department

**WHEN THE CONTRACTOR IS A CORPORATION**

(CORPORATION SEAL)

ATTEST



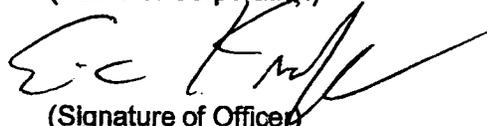
~~(Secretary Assistant Corp. Secretary)~~

Cherrita Thomas  
(Print or type name)

PALL CORPORATION

(Name of Corporation)

By:



(Signature of Officer)

CHIEF EXECUTIVE OFFICER

(Official Title)

25 HARBOR PARK DRIVE

Port WASHINGTON, New York 11050

(Address)

**(PARTY OF THE SECOND PART)**

- \* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Agreement and Offer Bond to do so in its behalf.

OFFER BOND

PROPOSER (Name and Address):

Pall Corporation

25 Harbor Park Drive, Port Washington, NY 11050

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

COUNTY OF MIAMI-DADE (as Buyer):

County of Miami-Dade

c/o George Par

Miami Dade Water and Sewer Department

3071 SW 38<sup>th</sup> Street

Miami, FL 33146

Email: GPAR@miamidade.gov

OFFER DUE DATE: June 9, 2010

PROJECT: COUNTY OF MIAMI-DADE - SOUTH DISTRICT WATER RECLAMATION PLANT MEMBRANE FILTRATION SYSTEM

BOND:

BOND NUMBER: N/A

DATE: (Not later than Offer due date) June 9, 2010

PENAL SUM: Five percent of the amount bid

5%

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Offer Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

Pall Corporation

Proposer's Name and Corporate Seal

By: [Signature]  
Signature and Title  
Donald Steyas - President

Attest: [Signature]  
Signature and Title  
Sandra Marino - Corporate Secretary

[Seal] SURETY  
Travelers Casualty and Surety Company of America

(Seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title Stacy Rivera, Attorney-in-Fact  
& Florida Non-Resident Agent

Attest: [Signature]  
Signature and Title Aiza Lopez, Data Entry Operator

Notes: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, COUNTY OF MIAMI-DADE, or other party shall be considered plural where applicable.

(3) Adapted from EJCDC No. 1910-28-C (1990 Edition).

1.01 Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to COUNTY OF MIAMI-DADE upon default of Proposer the penal sum set forth on the face of this Bond.

2.01 Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Offer Documents (or any extension thereof agreed to in writing by COUNTY OF MIAMI-DADE) the executed Vendor/General Contractor Agreement and any insurance certificate and Performance and Payment Bonds required by the Offer Documents.

3.01 This obligation shall be null and void if:

- A. COUNTY OF MIAMI-DADE accepts Proposer's Offer and Proposer delivers within the time required by the Offer Documents (or any extension thereof agreed to in writing by COUNTY OF MIAMI-DADE ) 1. the executed Agreement required by the Offer Documents and 2. the executed Vendor/General Contractor Agreement and any insurance certificates and performance and payment Bonds required by the Offer Documents, or
- B. All Offers are rejected by COUNTY OF MIAMI-DADE , or
- C. COUNTY OF MIAMI-DADE fails to issue a Notice of Award to Proposer within the time specified in the Offer Documents (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Proposer and within thirty (30) calendar days after receipt by Proposer and Surety of written notice of default from COUNTY OF MIAMI-DADE , which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by COUNTY OF MIAMI-DADE and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 180 days from Offer due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Proposer and Surety and in no case later than one year after Offer due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Offer" as used herein includes an Offer, offer or Offer as applicable.

+END OF BID BOND++



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214399

Certificate No. 003255487

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeannette Porrini, and Stacy Rivera

of the City of Farmington, State of Connecticut, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of February, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of February, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of June, 2010

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Handwritten mark resembling the number '9'.