

Memorandum



Date: September 20, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 14(A)(3)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is written in a cursive style and is positioned to the right of the printed name.

Subject: Contract award recommendation for design-build services for the improvements to the existing cogeneration facility at the South District Wastewater Treatment Plant - Project No: DB09-WASD-05 ARRA; Contract No: DB09-WASD-05 in the amount \$20,474,369.57, to Poole & Kent Company of Florida

Recommendation

This recommendation for award for Contract No. DB09-WASD-05 between Miami-Dade County and Poole & Kent Company of Florida has been prepared by the Miami-Dade Water and Sewer Department (WASD) and is recommended for approval pursuant to Section 2-8.2.7 of the Code of Miami-Dade County. Poole & Kent Company of Florida will provide design-build services for the improvements to the existing cogeneration facility at the South District Wastewater Treatment Plant.

Delegation of Authority - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County.

Scope

PROJECT NAME: Design-build services for improvements to the existing cogeneration facility at the South District Wastewater Treatment Plant

PROJECT NO: DB09-WASD-05 ARRA

CONTRACT NO: DB09-WASD-05

PROJECT DESCRIPTION: Poole & Kent Company of Florida will include services and any supportive tasks ancillary to the primary scope of services which includes but is not limited to: professional design, permitting, supply, fabrication/installation of four new Cummins cogeneration units, associated electrical equipment, electrical accessories/conduits and feeders in duct-banks, new electrical room for arc-flash switchgear, pressurized ventilation system for existing facility, programming of the equipment controls, system check out, start up, reliability demonstration, performance testing and warranty of all new cogeneration units and ancillary systems, including gas conditioning and heat recovery sub-systems that comprise the cogeneration system, as well as on-site training of WASD Operating and Maintenance Staff in the operations and maintenance of the new cogeneration system.

The proposed cogeneration system will consist of four new Cummins cogeneration units suitable for unattended operation. Each cogeneration package includes but is not limited to the following characteristics.

*Operate primarily on digester gas and also be capable of operating with a seamless transition between fuels from 100% natural gas to sphere blended landfill digester gas.

*Supply, without interruption, maximum rated load on digester gas for unlimited duration under ambient conditions specified.

*Include a primary heat exchanger to transfer all thermal energy absorbed from the engine jacket coolant via the existing plant effluent system to the existing digester heating hot water distribution system.

*Include a primary heat exchanger to transfer all thermal energy absorbed from the engine exhaust to the future sludge treatment heating system using a thermal oil heat exchanger designed to be mounted in the exhaust manifold.

*Include auxiliary heat exchangers to transfer all thermal energy absorbed from auxiliary engine systems to existing Plant effluent water system.

*Be capable of automatically synchronizing and operating in parallel with the utility supply system, other cogeneration packages including both new and existing units and the existing plant diesel fuel emergency generators.

PROJECT LOCATION: 8950 SW 232 Street, Miami, Florida

PROJECT SITES: Based on Multi-Year Capital Plan	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>TOTAL CONTRACT</u>	<u>T-S-R</u>
				<u>AMOUNT</u>	
	#68527	8950 SW 232 Street	8	\$20,474,369.57	56-21-40

PRIMARY COMMISSION DISTRICT: District 8 Lynda Bell

APPROVAL PATH: Board of County Commissioners This project qualifies under the Economic Stimulus Plan Ordinance, Section 2-8.2.7 of the Code of Miami-Dade County.

OCI A&E PROJECT NUMBER: DB09-WASD-05

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCES:	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>
	Wastewater Construction -2011 Bonds	9653401	#68527
	WASD Revenue Bonds Sold	<u>9653401</u>	<u>#68527</u>
	Energy Efficiency and Conservation Block Grant – ARRA (Resolution No. R-1260-09)		

OPERATIONS COST IMPACT / FUNDING: \$375,000 per year. The funding source is the Operations and Maintenance fund from WASD.

MAINTENANCE COST IMPACT / FUNDING: \$600,000 per year. The funding source is the Operations and Maintenance fund from WASD.

LIFE EXPECTANCY OF ASSET: 25 - 30 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: Yes

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	Capital Project Federal Grant EECBG Methane Sequestration from Landfill and Digesters to Power Operations of Facilities (Resolution No. R-1260-09)	\$1,800,000.00
	9653401- SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT Book Page:244 Funding Year: Adopted Capital Budget Book for FY 2010-2011, Prior Years' Funds through FY 2010-2011	<u>\$18,674,369.57</u>

CAPITAL BUDGET PROJECTS TOTAL: \$20,474,369.57

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 6.03 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
	Prime 11.00 GENERAL STRUCTURAL ENGINEERING
	Prime 12.00 GENERAL MECHANICAL ENGINEERING
	Prime 13.00 GENERAL ELECTRICAL ENGINEERING
	Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
	Other 9.03 SOILS, FOUNDATIONS AND MATERIALS TESTING - CONCRETE AND ASPHALT TESTING SERVICES
	Other 14.00 ARCHITECTURE
	Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
	Other 15.03 UNDERGROUND UTILITY LOCATION

Other 16.00 GENERAL CIVIL ENGINEERING

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8) Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? YES

NTPC'S DOWNLOADED: 300

PROPOSALS RECEIVED: 3

CONTRACT PERIOD: 900 Days. Excludes Warranty Administration Period: 150 days for design and permitting, 750 days for construction.

CONTINGENCY PERIOD: 90 Days.

IG FEE INCLUDED IN BASE CONTRACT: No

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$13,506,000.00 \$500,000.00 (for design services required for the upgrades to the Co-Generation Facility)
 \$9,006,000.00 (for construction of the required infrastructure and installation of two new co-generation units).
 \$4,000,000.00 (to replace two existing co-generation units (no infrastructure is required)
 Total: \$13,506,000.00

Due to budgetary constraints, the original advertisement issued on March 9, 2010 requested proposers respond to the solicitation with price proposals for a base bid, Alternate No. 1 and Alternate No. 2. The estimate for the first base bid which consisted of two new co-generation units was in the amount of \$9,506,000. Alternate No. 2 which consisted of two new co-generation units and the replacement of two existing co-generation units was in the amount of \$13,506,000.

The Department re-prioritized its funding priorities for capital projects to proceed with the estimate for Alternate No. 2. Pursuant to the advertisement, the price utilized to obtain the adjusted bid and ranking was Alternate No. 2.

BASE CONTRACT AMOUNT: \$17,188,282.00 \$1,500,000.00 for design services required for the upgrades to the Co-Generation Facility, and \$15,688,282.00 for construction of the required infrastructure and installation of two new co-generation units, and to replace two existing co-generation units.

Note: \$3,682,282.00 is the difference between the base estimate of \$13,506,000.00 and the base bid contract amount of \$17,188,282.00. The cost estimates allocated for the engineering design and the purchase and installation of the co-generation units were lower than the low bid submitted.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Design	10%	\$934,414.10	Contingency Allowance per Ordinance 00-65 has been combined considering 10% of the design fees (\$1,500,000 = \$150,000) plus 5% of construction fees (\$15,688,282.00 = \$784,414.10).
	Build	5%		
PERMIT FEES :			\$470,648.46	3.00% Amount was based on total construction fee.
ELECTRICAL FEEDERS AND DUCTBANK :			\$826,772.46	5.27% Amount was based on total construction fee.
ADDITIONAL GAS CLEANING TO REMOVE SILOXANES :			\$610,274.17	3.89% Amount was based on total construction fee.
PERFORMANCE IN EXCESS OF GUARANTEED EFFICIENCIES :			\$348,279.86	2.22% Amount was based on total construction fee.
ADDITIONAL PRESSURE VENTILATION FOR BASEMENT :			\$53,340.16	0.34% Amount was based on total construction fee.
LEED CERTIFICATION FEES :			\$42,358.36	0.27% Amount was based on total construction fee.
TOTAL DEDICATED ALLOWANCE:			\$2,351,673.47	
TOTAL AMOUNT:			\$20,474,369.57	

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: STEP 1
 On October 15, 2010, three (3) proposals were received. At the Step 1 Evaluation of Qualifications meeting held on November 4, 2010, the Standing Selection Committee (SSC) reviewed and ranked the two (2) responsive and responsible proposals received on October 15, 2010. One proposal was found not in compliance with technical certification requirements and eliminated from further evaluation. Both firms, AECOM Technical Services, Inc. and Poole & Kent Company of Florida along with its team members met the minimum qualifications and demonstrated their relevant experience with other projects as required in the Request for Design-Build Services. The references in the proposals were verified by OCI. The SSC voted to invite the two (2) qualified firms to submit Technical (Oral Presentations) and Price Proposals for Step 2.

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STEP 2

The Step 2 Technical and Price Proposal (Oral Presentations) meeting was held on December 8, 2010. The SSC evaluated and scored the firms and the price envelopes were opened and tabulated, the lowest adjusted bid was Poole & Kent Company of Florida. The SSC motioned that Poole & Kent Company of Florida as the top ranked firm with the lowest adjusted bid to be recommended to the County Mayor or his designee for negotiations of the design-build contract.

The Negotiation Committee was approved by the County Manager on December 16, 2010. On January 5, 2011, the Negotiation Committee met with Poole & Kent Company of Florida and concluded its fifth negotiation meeting on March 4, 2011. Based on the above facts, WASD is making a recommendation to award the design-build contract to Poole & Kent Company of Florida.

This Contract Award Recommendation is being presented to the Board of County Commissioners (BCC) in accordance with Ordinance 08-92 which states that if the base value of a recommended award exceeds the base estimate by more than ten (10 percent) it requires BCC approval.

The Office of Capital Improvements CIIS database contains eleven (11) evaluations for Poole & Kent Company of Florida with an average overall 3.5 rating out of a possible total 4 points.

SUBMITTAL DATE:	10/15/2010
ESTIMATED NOTICE TO PROCEED:	11/30/2011
PRIME CONSULTANT:	Poole & Kent Company of Florida
COMPANY PRINCIPAL:	Patrick H. Carr
COMPANY QUALIFIERS:	Patrick H. Carr
COMPANY EMAIL ADDRESS:	patc@pkflorida.com
COMPANY STREET ADDRESS:	1781 NW North River Drive
COMPANY CITY-STATE-ZIP:	Miami, Florida 33125
YEARS IN BUSINESS:	7
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	Pursuant to the Firm History Report provided by the Department of Small Business Development, Poole & Kent Company of Florida has been awarded six (6) contracts in the amount of \$209,840,968.31 in the last five (5) years.

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SUBCONSULTANTS: Brown and Caldwell (Corporation); Architects International, Inc., Avino & Associates, Inc., A & P Consulting Transportation Engineers Corp.; Kaderabek Company; Leiter, Perez & Associates, Inc.; American Electric of Miami, Inc.; Emerson Process Management, Vanderbilt Developments, Inc.; and Dodec, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes The engineer of record is required to have completed the design and permitting of a cogeneration facility that includes gas conditioning to remove hydrogen sulfide and siloxanes, exhaust heat recovery component using thermal oil and cogeneration units each capable of at least 1900 KW output using biogas fuel mixture of natural gas, digester gas and landfill gas.

The contractor is required to have completed the construction of at least one cogeneration facility that includes gas conditioning to remove hydrogen sulfide and siloxanes, exhaust heat recovery component using thermal oil and cogeneration units each capable of at least 1900 KW output using biogas fuel mixture of natural gas, digester gas and landfill gas.

REVIEW COMMITTEE: **MEETING DATE:** 2/11/2010 **SIGNOFF DATE:** 2/19/2010

APPLICABLE WAGES: Yes
 (RESOLUTION No. R-54-10)

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	ESTIMATED			COMMENT
	TYPE	GOAL	VALUE	
CSBE	14.28%	\$2,352,301.00	Administrative Order 3-22	
CBE	24.00%	\$396,000.00	Administrative Order 3-32	
DBE	0.00%	\$0.00	Not Applicable	
CWP	0.00%	0	Not Applicable	

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER NAME / PHONE / EMAIL: Patty David 786-552-8040 pattyd@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Humberto Codispoti (786) 552-8110 HCP@miamidade.gov

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Background

BACKGROUND:

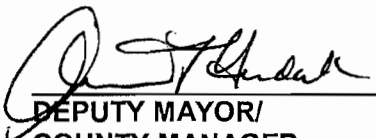
The project is needed to transport landfill gas from the neighboring landfill site to the SDWWTP site to be used as fuel to generate electricity. WASH will pay the Department of Solid Waste Management 30% of the avoided electricity cost generated from the landfill gas which will increase capacity of the existing cogeneration facility. The existing cogeneration units are reaching their life expectancy and maintenance costs are increasing. As such, the proposed new cogeneration units will produce sufficient additional electricity as compared to the existing units to recover the capital investment of this project between 5 and 7 years.

This project was approved under the list of projects to receive monies under the Energy Efficiency Conservation Block Grant Program from the Department of Energy.

BUDGET APPROVAL
FUNDS AVAILABLE:  8/8/11
OMB DIRECTOR DATE

APPROVED AS TO
LEGAL SUFFICIENCY:  8-4-11
COUNTY ATTORNEY DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:  8/11/11
OCI DIRECTOR DATE

 8/24/11
DEPUTY MAYOR/
COUNTY MANAGER DATE

CLERK DATE _____
DATE

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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez **DATE:** September 20, 2011
and Members, Board of County Commissioners

FROM: R. A. Cuevas, Jr. **SUBJECT:** Agenda Item No. 14(A)(3)
County Attorney

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

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(3)
9-20-11

RESOLUTION NO. _____

RESOLUTION APPROVING DESIGN-BUILD SERVICES CONTRACT NO. DB09-WASD-05 ARRA IN THE AMOUNT OF \$20,474,369.57 TO POOLE & KENT COMPANY OF FLORIDA FOR IMPROVEMENTS TO THE EXISTING CO-GENERATION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves design-build services Contract No. DB09-WASD-05 ARRA in the amount of \$20,474,369.57 to Poole & Kent Company of Florida for improvements to the existing co-generation facility at the South District Wastewater Treatment Plant; and authorizes the Mayor or Mayor's designee to execute same and to exercise the 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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. 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

Approved by County Attorney as
to form and legal sufficiency.



Henry N. Gillman

By: _____
Deputy Clerk

**CONTRACT AWARD RECOMMENDATION
DESIGN-BUILD SERVICES FOR IMPROVEMENTS TO THE EXISTING
COGENERATION FACILITY AT THE SOUTH DISTRICT WASTEWATER
TREATMENT PLANT
PROJECT NO. DB09-WASD-05 ARRA**

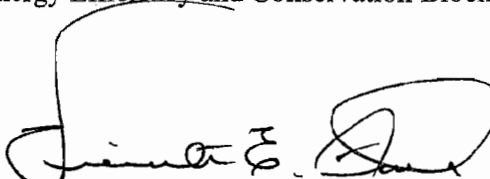
**BUDGET PROJECT AND
DESCRIPTION:**

9653401 – SOUTH DISTRICT UPGRADES -
WASTEWATER TREATMENT PLANT

FUNDING SOURCE:

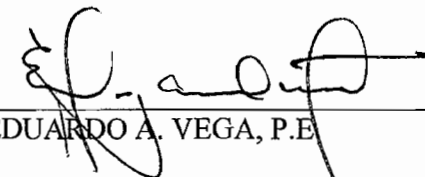
WASD Revenue Bonds Sold
Wastewater Construction 2011 Bonds
Energy Efficiency and Conservation Block Grant -ARRA

**ASSISTANT DIRECTOR,
WASTEWATER:**




VINCENT ARREBOLA, P.E. 8-1-2011
DATE

**ASSISTANT DIRECTOR,
ENGINEERING:**



EDUARDO A. VEGA, P.E. Aug. 1, 2011
DATE

**ASSISTANT DIRECTOR,
FINANCE**



FRANCES MORRIS 8-1-2011
DATE

**BUDGETARY & FINANCIAL
ADVISOR TO THE DIRECTOR**



PEDRO VELAR 8/2/2011
DATE

**DEPUTY DIRECTOR,
OPERATIONS**



JOSEPH A. RUIZ, JR. 8/2/11
DATE

DIRCTOR



JOHN W. RENFROW, P.E. 8-3-11
DATE



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No Events

No Name History

Detail by Entity Name

Foreign Profit Corporation

POOLE & KENT COMPANY OF FLORIDA

Filing Information

Document Number F04000003751
FEI/EIN Number 753163466
Date Filed 07/01/2004
State DE
Status ACTIVE

Principal Address

1781 N.W. NORTH RIVER DRIVE
MIAMI FL 33126

Mailing Address

C/O EMCOR GROUP, INC., 301 MERRITT SEVEN
6TH FLOOR
NORWALK CT 06851

Changed 06/30/2005

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301-2525 US

Officer/Director Detail

Name & Address

Title VP

BUCKLEY, THADDEUS R
1781 N.W. NORTH RIVER DRIVE
MIAMI FL 33126

Title VP

STRICKLAND, DAVID A
1781 N.W. NORTH RIVER DRIVE
MIAMI FL 33126

Title VP

MACCLUGAGE, BRIAN
1781 N.W. NORTH DRIVE DRIVE
MIAMI FL 33126

Title PTCE

CARR, PATRICK H
1781 N.W. NORTH RIVER DRIVE
MIAMI FL 33126

Title CFO

HARRINGTON, RICHARD
1781 N.W. NORTH RIVER DRIVE
MIAMI FL 33126

Title VPAS

MCCLUSKEY, DAVID W
1781 N.W. NORTH RIVER DRIVE
MIAMI FL 33126

Annual Reports

Report Year Filed Date

2010	04/08/2010
2011	03/31/2011
2011	05/16/2011

Document Images

05/16/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
03/18/2008 -- ANNUAL REPORT	View image in PDF format
01/19/2007 -- ANNUAL REPORT	View image in PDF format
02/07/2006 -- ANNUAL REPORT	View image in PDF format
06/30/2005 -- ANNUAL REPORT	View image in PDF format
07/01/2004 -- Foreign Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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Projects

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OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Tuesday, August 09, 2011

All Contracts for FEIN 753163466
Poole & Kent Company of Florida

<u>DST</u>	<u>DPT</u>	<u>Type</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Date</u>	<u>% Complete / Status *</u>
8	WS	CON	<u>S-805 (A)</u>	South District Wastewater Treatment Plant, HLD U	Poole & Kent Company of Florid	8/3/2013	\$117,878,767	8/4/2011	87% / Ahead of Schedule
8	WS	CON	<u>S-812 (A)</u>	South District Wastewater Treatment Plant, HLD U	Poole & Kent Company of Florid	6/14/2011	\$16,014,600	5/2/2011	99% / On Schedule
8	WS	CON	<u>S-816 (A)</u>	South District Wastewater Treatment Plant, HLD U	Poole & Kent Company of Florid	3/18/2010	\$7,815,000	2/23/2010	100% / Closed
8	WS	CON	<u>S-817 (A)</u>	South District Wastewater Treatment Plant, HLD U	Poole & Kent Company of Florid	6/29/2012	\$17,782,000	8/4/2011	62% / On Schedule
8	WS	CON	<u>S-829 (A)</u>	South District Wastewater Treatment Plant, Septa	Poole & Kent Company of Florid	8/29/2011	\$9,473,000	8/4/2011	84% / On Schedule
8	WS	CON	<u>S-829 (A)</u>	South District Wastewater Treatment Plant, Septa	Poole & Kent Company of Florid	8/29/2011	\$9,473,000	8/4/2011	84% / On Schedule
9	WS	CON	<u>W-857 (A)</u>	<u>South Miami Heights Water Treatment Plant (SMHWT)</u>	<u>Poole & Kent Company of Florid</u>	<u>10/2/2011</u>	<u>\$13,705,632</u>	<u>9/1/2010</u>	<u>25% / On Schedule</u>
Totals:						7	\$192,141,999		

* Yellow Status=Inactive Contract

Contracts Status View

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Projects

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Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/28/2009	Mario Garcia	Interim	<u>3.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/29/2009	Mario Garcia	Interim	<u>3.3</u>
WS	<u>S-816 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	9/10/2009	Mario Garcia	Completion of construction	<u>4.0</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.4</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>2.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole & Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>

Evaluation Count: 11 Contractors: 1 Average Evaluation: 3.5

Exit

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BUDGET PROJECT 9653401 - (As per 2010-2011 Approved Budget)

Project Title: 9653401-SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

Project Desc: Construct plant process improvements including injection and monitoring wells, installation of emergency generators, acquiring a land buffer, construction of a landfill gas pipeline, installation of co-gen units, and construction of sludge handling facilities

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Future WASD Revenue B	0	0	36,236,000	13,691,000	1,279,000	1,279,000	0	0	52,485,000
WASD Revenue Bonds So	4,030,000	0	0	0	0	0	0	0	4,030,000
Wastewater Connection	2,003,000	2,528,000	0	0	0	0	0	0	4,531,000
Wastewater Constructi	1,871,000	0	0	0	0	0	0	0	1,871,000
Wastewater Constructi	0	14,823,000	0	0	0	0	0	0	14,823,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
68527 - 8950 SW 232 St - Budget	255,000	17,787,000	0	0	6,407,000	15,858,000	450,000	29,455,000	70,212,000

Desc: Construct plant process improvements, including injection and monitoring wells; install emergency generators.

	05-06-07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	Total:
OSBM RV:	2 0 0 0	0	255,000	17,787,000	0	0	6,407,000	15,858,000	450,000	0	29,455,000	0	70,212,000.00
OSBM MS:	4 0 0 0	0	255,000	6,524,000	11,263,000	0	6,407,000	15,858,000	450,000	0	29,455,000	0	70,212,000.00
CIIS Proposed RV:	5 0 0	0	5,249,000	2,855,000	17,351,000	36,236,000	13,691,000	1,279,000	1,279,000	0	0	0	77,740,000.00
CIIS Proposed MS:	10 0 0	0	5,057,000	2,847,000	17,351,000	36,236,000	13,691,000	1,279,000	1,279,000	0	0	0	77,740,000.00

Update Project

OSBM Book Report

CIIS Proposed Book Report

Add GEO Coded Site

PROJECT SITES

SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 9653401

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
WS	DB09-WASD-05	Design-build services for improvements to the existing cogeneration facility at the South District Wastewater Treatment Plant	\$15,357,200.00	\$0.00	\$20,474,369.57
WS	DB09-WASD-05	Design-build services for improvements	\$0.00	\$18,674,369.57	\$20,474,369.57

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to the existing cogeneration facility at the South District Wastewater Treatment Plant

WS	<u>E06-WASD-14</u>	Proposed Upgrades to the MDWASD's SDWWTP and its appurtenant facilities.	\$5,000,000.00	\$0.00	\$8,800,000.00
WS	<u>E06-WASD-14</u>	Proposed Upgrades to the MDWASD's SDWWTP and its appurtenant facilities.	\$0.00	\$5,000,000.00	\$8,800,000.00
WS	<u>7360: P0053</u>	Gas Pipe Between Landfill & Cogen Building @ SDWWTP	\$1,771,426.00	\$0.00	\$2,416,806.57
WS	<u>S-736 A & B</u>	Division A - 24-Inch Diameter Force Main in NW 107th Avenue from NW 58th Street to NW 79th Street; Division B - 24-Inch Diameter Force Main in NW 107th Avenue from NW 79th Street to NW 106th Street	\$0.00	\$456,600.00	\$1,869,000.00
WS	<u>S-736 A & B</u>	Division A - 24-Inch Diameter Force Main in NW 107th Avenue from NW 58th Street to NW 79th Street; Division B - 24-Inch Diameter Force Main in NW 107th Avenue from NW 79th Street to NW 106th Street	\$456,600.00	\$0.00	\$1,869,000.00
WS	<u>S-788</u>	CHI-1 Floridan Aquifer Monitoring Well	\$0.00	\$1,553,183.87	\$1,553,183.87
WS	<u>S-788</u>	CHI-1 Floridan Aquifer Monitoring Well	\$1,400,000.00	\$0.00	\$1,553,183.87

Total Allocated: \$23,985,226.00 \$25,684,153.44

Current Contracts for Sites of Project 9653401

(These contracts are not necessarily funded from this project)

<u>Dept</u>	<u>Site NO</u>	<u>ContractNo</u>	<u>Award Allocation</u>
WS	#68527	DB09-WASD-05	\$20,474,369.57

DELETE

Search for Site Number
Search for Budget Project Number



MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

FIRM NAME: POOLE & KENT COMPANY OF FLORIDA
 1781 NW North River Dr
 Miami, FL 33125-0000

From: 08/09/2006 To: 08/08/2011

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* S-816 (A)	1	WS	GOAL CSBE 12%	01/22/2008	\$8,830,950.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT, OXYGENATION TRAIN NO. 7 (SIC 16)					
					<u>\$8,830,950.00</u>
S-805(A)	1	WS	GOAL CSBE 11%	06/03/2008	\$134,253,006.15
SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD, FILTER SYSTEM (SIC 16)					
					<u>\$134,253,006.15</u>
S-812 (A)	1	WS	GOAL CSBE 10%	11/20/2008	\$18,086,498.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD CHLORINE CONTACT TANKS NO. 5 TO 9 (SIC 16)					
					<u>\$18,086,498.00</u>
S-817 (A)	1	WS	GOAL CSBE 16.73%	11/17/2009	\$21,008,660.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD, EFFLUENT PUMP STATION (SIC 16)					
					<u>\$21,008,660.00</u>
W-857(A)	1	WS	GOAL CSBE 13%	12/15/2009	\$16,287,364.16
SOUTH MIAMI HEIGHTS WATER TREATMENT PLANT (SMHWTP) RESERVOIR AND HIGH SERVICE PUMP STATION (SIC 16)					
					<u>\$16,287,364.16</u>

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* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Tuesday, August 9, 2011



MIAMI DADE COUNTY
 Department of Small Business Development
 Firm History Report

FIRM NAME: POOLE & KENT COMPANY OF FLORIDA
 1781 NW North River Dr
 Miami, FL 33125-0000

From: 08/09/2006 To: 08/08/2011

PRIMES

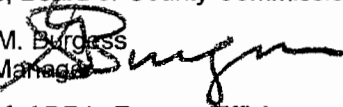
PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
S-829 (A)	1	WS	GOAL CSBE 20%	12/15/2009	\$11,364,490.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT SEPTAGE RECEIVING AND SOLIDS PROCESS BUILDING (SIC 15)					
					<u>\$11,364,490.00</u>
Total Award Amount					\$209,840,968.31
Total Change Orders Approved by BCC					\$0.00
					<u>\$209,840,968.31</u>

* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Tuesday, August 9, 2011

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Date: November 3, 2009

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

From: George M. Burgess
County Manager 

Subject: Award of ARRA Energy Efficiency and Conservation Block Grant Project in the
Amount of \$12,523,700 to Miami-Dade County

Agenda Item No. 9(A)(2)

Resolution No. R-1260-09

Recommendation

It is recommended that the Board ratify the Mayor or the Mayor's designee's action in applying for American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant Program (EECBG) formula grant funds in the amount of \$12,523,700 available through a national solicitation of the U.S. Department of Energy (DOE). In addition, it is recommended that the Board authorize the Mayor or the Mayor's designee to receive and expend grant funds, and to execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney's Office (CAO), as required by program guidelines.

It is also recommended that the Board authorize the Mayor or the Mayor's designee to apply for, receive and expend additional funds that may become available through this grant program; to file and execute any amendments to the application for and on behalf of the County, and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval by the CAO.

Scope

The scope of this application is countywide in nature. The EECBG Program will enable the County to create and implement strategies to: 1) reduce fossil fuel emissions in a manner that is environmentally sustainable; 2) reduce the County's total energy use; and 3) improve energy efficiency in the building, transportation and other appropriate sectors.

Fiscal Impact/Funding Source

This grant will provide \$12,523,700 to implement EECBG projects. The program will enable the County to implement a variety of energy efficiency-based projects on behalf of the County, residents, business and industry, and community and faith-based organizations. The grant does not require matching funds.

Track Record/Monitor

The Office of Sustainability (OOS) will implement and manage EECBG activities funded through a grant agreement. The Department will handle the disbursement and expenditure of grant funds, and manage programmatic and fiscal reporting in accordance with ARRA project reporting and auditing procedures stipulated by the DOE.

Background

The EECBG Program is a cross-cutting program established through the ARRA for governments and other entities to create and implement energy efficiency and conservation strategies and projects. The grant period of performance is 36 months (three years). While this is a formula grant, the County was



required to submit an Miami-Dade County's Energy Efficiency Conservation Strategy (EECS) and a list of projects.

The EECS seeks to maximize energy efficiency, demonstrate and evaluate the use of renewable/alternative energy technologies for government operations, as well as encourage and incentivize the larger community to do the same. This integrated strategy combines projects that will: 1) improve the County's ability to manage and reduce energy use across government operations and processes; 2) enable, demonstrate, and evaluate the performance of energy-efficiency/renewable energy retrofits of facilities and other energy consuming government assets; 3) provide targeted community-wide financial assistance and industry-based financial incentives for energy efficiency and renewable energy; and 4) target behavior change community-wide for energy conservation.

The County will strategically leverage available EECBG funds by integrating EECBG activities with County operational and community-wide energy and climate change policy goals as well as existing and planned initiatives of the County; and other government and public, non-profit, and private stakeholders in order to create benefits that sustain beyond the period of investment of grant dollars. Financial leveraging of grant funds is built into many of the proposed activities, especially where the improved energy management and the resulting energy savings could be institutionalized in the organization and the larger community as a self-sustaining process.

The County's EECS identified in the grant application, will support and leverage existing, and future climate, energy, and sustainability policy and planning activities including, but not limited to the following commitments the County has already made:

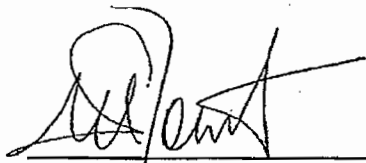
- Commitment to the *Cool Counties Declaration* for region-wide GHG mitigation targets (80 percent by 2050);
- Participation in the Chicago Climate Exchange government fuel emission reduction targets (2007: 7 percent below 2000 levels and 1.5 percent each additional year till 2010);
- A 20 percent electricity reduction goal (2007-2014);
- The Sustainable Buildings Ordinance specifies minimum level of green certification for newly constructed or renovated County facilities (passed in 2007);
- Updated State of Florida climate change and energy-efficiency land use policies (passed in 2008);
- Selection and participation in ICLEI's Sustainability Planning Toolkit pilot program based on New York City's *PlaNYC* (2009-10), for which the end result will be a comprehensive sustainability plan (broader than a climate change action plan);
- Integration of sustainability, climate and energy into the Evaluation and Appraisal Reporting (EAR) process of the MDC's update to its Comprehensive Development Planning Process (2009-2010);
- Strategic partnership with the City of Miami in its grant application to the Southeast Energy Efficiency Alliance for the creation of the Miami Energy Alliance to be modeled after the Cambridge Energy Alliance (2009);
- Resolution for evaluating the County's potential to join the LED City Partnership for the implementation of an outdoor LED lighting pilot (2009); and
- Implementation of a CO₂ Reduction Plan (1993-2005) and ongoing updates to the GHG emissions baseline determination and monitoring throughout.



The County will implement the following 14 EECBG Project Activities:

1. Enterprise-wide and Facility-Based Energy Management Systems Upgrade and Coordination;
2. MDC Community-wide Energy Efficiency Campaign;
3. Energy-Efficiency Re-granting Program to Community and Faith-based institutions;
4. Development of Sustainable Capital Improvement Procedures and Guidelines;
5. Methane Sequestration from Landfill and Digesters to Power Operations of Facilities (WASD);
6. Energy-Efficiency + Sustainable Buildings Evaluation of Building Codes and Permitting Processes;
7. Urban Wind Energy Harvesting Demonstration and Pilot Project;
8. MDC Libraries Cool Roof Retrofit Demonstration Project;
9. MDC Libraries Daylight Harvesting Demonstration Project;
10. Pilot Desktop Virtualization Project (Thin Clients) Pilot introduction of the use of energy saving "thin-client" virtual desktops;
11. Energy Efficient Lighting on "Green Roadway" Demonstration Project;
12. Solar Power Systems Demonstration for Powering of Three County Park Buildings;
13. Sustainable Technologies Demonstration Program; and
14. MDC Targeted Industry Energy-Efficiency Revolving Loan Fund (SFPRC)

The short turnaround time imposed by the application deadline did not allow sufficient time for the processing of the resolution for Board consideration prior to submission of the application package. However, the Board was kept apprised on our efforts in the monthly ARRA reports and a separate EECBG report dated June 30, 2009.



Susanne M. Torriente
Director, Office of Sustainability



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MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss **DATE:** November 3, 2009
and Members, Board of County Commissioners

FROM: R. A. Cuevas, Jr. **SUBJECT:** Agenda Item No. 9(A)(2)
County Attorney

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

4

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Approved _____ Mayor

Agenda Item No. 9(A)(2)

Veto _____

11-3-09

Override _____

RESOLUTION NO. R-1260-09

RESOLUTION RATIFYING THE MAYOR OR THE MAYOR'S DESIGNEE'S ACTION IN APPLYING FOR RECOVERY ACT (ARRA) UNITED STATES DEPARTMENT OF ENERGY, ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM (EECBG) FUNDS IN THE AMOUNT OF \$12,523,700; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO RECEIVE, EXPEND, AND EXECUTE SUCH CONTRACTS, AGREEMENTS, AND MEMORANDA OF UNDERSTANDING, AND AMENDMENTS AFTER APPROVAL BY THE COUNTY ATTORNEY; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby ratifies the Mayor or the Mayor's designee's action in applying for Recovery Act (ARRA) United States Department of Energy, Energy Efficiency and Conservation Block Grant program (EECBG) funds in the amount of \$12,523,700; authorizing the Mayor or the Mayor's designee to receive and expend grant funds, and execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney, as required by grant guidelines, and hereby authorizes the Mayor or the Mayor's designee to apply for, receive, and expend additional funds that may become available and; to file and execute any amendments to the application; and to exercise and execute any amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements in any such applications, subject to the approval by the County Attorney's Office.

5 25

The foregoing resolution was offered by Commissioner **Dorrin D. Rolle** who moved its adoption. The motion was seconded by Commissioner **Katy Sorenson** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2009. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

PT

Peter S. Tell

[Handwritten signature]

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STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
 DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
 (dollars in thousands)

SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

PROJECT # 9653401

DESCRIPTION: Construct plant process improvements including injection and monitoring wells, installation of emergency generators, acquiring a land buffer, construction of a landfill gas pipeline, installation of co-gen units, and construction of sludge handling facilities

LOCATION: 8950 SW 232 St

Unincorporated Miami-Dade County

DISTRICT LOCATED: 8

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT(S) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Wastewater Connection Charges	2,003	2,528	0	0	0	0	0	0	4,531
Wastewater Construction -2011 Bonds	0	14,823	0	0	0	0	0	0	14,823
Wastewater Construction -2009 Bonds	1,871	0	0	0	0	0	0	0	1,871
WASD Revenue Bonds Sold	4,030	0	0	0	0	0	0	0	4,030
Future WASD Revenue Bonds	0	0	36,236	13,691	1,279	1,279	0	0	52,485

TOTAL REVENUE: 7,904 17,351 36,236 13,691 1,279 1,279 0 0 77,740

EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Planning and Design	316	694	1,450	548	51	51	0	0	3,110
Construction	7,588	16,657	34,786	13,143	1,228	1,228	0	0	74,630

TOTAL EXPENDITURES: 7,904 17,351 36,236 13,691 1,279 1,279 0 0 77,740

SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS

PROJECT # 9651061

DESCRIPTION: Construct piping improvements to pump station number 536 and force main upgrade in SW 117 Ave

LOCATION: Wastewater System - South District Area

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT LOCATED: Systemwide

DISTRICT(S) SERVED: Systemwide

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Wastewater Connection Charges	0	0	783	0	0	0	0	0	783
Wastewater Construction -2011 Bonds	0	2,460	0	0	0	0	0	0	2,460
Wastewater Construction -2009 Bonds	714	0	0	0	0	0	0	0	714
Future WASD Revenue Bonds	0	0	5,200	28	0	0	0	0	5,228

TOTAL REVENUE: 714 2,460 5,983 28 0 0 0 0 9,185

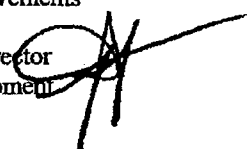
EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Planning and Design	21	74	179	1	0	0	0	0	275
Construction	693	2,386	5,804	27	0	0	0	0	8,910

TOTAL EXPENDITURES: 714 2,460 5,983 28 0 0 0 0 9,185

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DATE: August 10, 2011

TO: George Navarrete, Director
Office of Capital Improvements

FROM: Penelope Townsley, Director
Small Business Development 

SUBJECT: Compliance Review
Design/Build Project No. DB09-WASD-05 ARRA (Revised)
Design-Build Services for Improvements to the Existing Cogeneration Facility at the South District Wastewater Treatment Plant

In a memo date November 30, 2010 the Department of Small Business Development (SBD) completed a Compliance Review of the subject design-build project for compliance with the Community Small Business Enterprise (CSBE) Program and the Community Business Enterprise (CBE) Program. The contract measures applicable to this project are a 14.28% CSBE subcontractor goal and a 24% CBE sub-consultant goal. Subsequently, a revised review has been conducted to correct a scribbler's error; Pool & Kent Company of Florida to "Poole & Kent Company of Florida".

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from AECOM Technical Services, Inc. (#1) and Poole & Kent Company of Florida (#2) for compliance review. Following is the pre-award compliance status and summary.

STATUS:

- | | |
|------------------------------------|-----------|
| 1. AECOM Technical Services, Inc. | Compliant |
| 2. Poole & Kent Company of Florida | Compliant |

SUMMARY:

AECOM Technical Services, Inc. (#1), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Oceanside Construction & Remodeling, LLC, to perform site work, mechanical/yard piping, concrete, masonry, and structural at 1.04%, South Dade Air Conditioning & Refrigeration, Inc., to perform HVAC at 7.63%, and CES Consultants, Inc. to perform Industrial Building Construction, Water and Sewer Line and Related Structures Construction, Poured Concrete Foundation and Structure, and Structural Steel and Precast Concrete at 5.61%. All CSBE firms have verified this information by signing the Schedule of Intent Affidavit.

AECOM's proposal also included Letters of Agreement that listed certified CBE sub-consultants CES Consultants, Inc. to perform W & S Sewer System- W & S Sewage Treatment Plant, Concrete and Asphalt Testing Services, General Structural Engineering, General Mechanical Engineering, and General Civil Engineering at 18.57%, Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying and Underground Utility Location at 2.77%, and Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 2.67%.

AECOM Technical Services, Inc. has fulfilled the required contract measures for the build and the design portions of this solicitation and is therefore in compliance with the CSBE and CBE Participation Provisions.

Poole & Kent Company of Florida (#2), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Dodec, Inc. to perform mechanical at 16% and Vanderbilt Developments, Inc. to perform Industrial Building Construction at 1%. All CSBE firms have verified this information by signing the Schedule of Intent Affidavit.

Compliance Memorandum
George Navarrete
August 10, 2011
Project No. DB09-WASD-05 ARRA
Page 2

Poole & Kent's proposal also included Letters of Agreement that listed certified CBE sub-consultants Architects International, Inc. to perform Architecture at 15%, Avino & Associates, Inc. to perform Surveying and Mapping-Land Surveying and General Civil Engineering at 6.1%, Kaderabek Company to perform Geotechnical & Materials Engineering Services and Concrete and Asphalt Testing Services at 1.7%, and Leiter, Perez & Associates, Inc. to perform Surveying and Mapping-Land Surveying, Underground Utility Location, and General Civil Engineering, also at 1.7%.

Poole & Kent Company of Florida has fulfilled the required contract measures for the build and the design portions of this solicitation and is therefore in compliance with the CSBE and CBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CSBE and CBE programs. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

PT: vow

c: Luisa Millan, (OCI)
Traci Adams-Parish, (SBD)
File



Dept. of Small Business Development Economic Stimulus Project

Project/Contract Title: DESIGN-BUILD OF COGENERATION FACILITY IMPROVEMENTS AT SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SIC 871)
Project/Contract No: DB09-WASD-05 ARRA (DESIGN) **Funding Source:**
Department: WATER & SEWER DEPARTMENT **VARIOUS**
Estimated Cost of Project/Bid: \$500,000.00
Description of Project/Bid: TO ESTABLISH A DESIGN-BUILD CONTRACT WHERE THE DESIGN COMPONENT WILL INCLUDE THE SELECTING, SIZING AND PROCESS DESIGN OF ANCILLARY SYSTEMS SUCH AS COOLING AND GAS CONDITIONING THAT ARE REQUIRED FOR THE COGENERATION UNITS TO FUNCTION AS INTENDED, INCLUDING PREPARING MASS, ENERGY AND HEAT BALANCES, PROCESS DESCRIPTIONS, PROCESS AND CONTROL NARRATIVES, PROCESS FLOW DIAGRAMS AND P & ID DRAWING THAT WILL DEMONSTRATE THE WILL. FUNCTION AS INTENDED.

Received Date: 02/11/2010
Committee Date:
Item No:
Resubmittal Date(s):

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	24.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

Funding Sources: Regions Line Credit; Future WASD Revenue Bonds & American Recovery and Reinvestment Act (ARRA).

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal


Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT	CBE	\$50,000.00	10.00%	12
GENERAL MECHANICAL ENGINEERING	CBE	\$10,000.00	2.00%	27
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	\$10,000.00	2.00%	7
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$10,000.00	2.00%	14
GENERAL CIVIL ENGINEERING	CBE	\$15,000.00	3.00%	56
ARCHITECTURE	CBE	\$25,000.00	5.00%	53
Total		\$120,000.00	24.00%	

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

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

RECOMMENDATION

Tier 1 Set Aside _____
 Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____
 No Measure _____ Deferred _____ Selection Factor _____


Director SBD

2/19/10
Date

Chairperson

Date



**Dept. of Small Business Development
Economic Stimulus Project**

Project/Contract Title: DESIGN-BUILD OF COGENERATION FACILITY IMPROVEMENTS AT SOUTH DISTRICT WASTEWATER TREATMENT PLANT
Project/Contract No: DB09-WASD-05 ARRA (BUILD) **Funding Source:**
Department: WATER & SEWER DEPARTMENT **VARIOUS**
Estimated Cost of Project/Bid: \$14,807,200.00

Received Date: 02/11/2010
Committee Date:
Item No:
Resubmittal Date(s):

Description of Project/Bid: DESIGN-BUILD PROJECT OF COGENERATION FACILITY IMPROVEMENTS AT SOUTH DISTRICT WASTEWATER TREATMENT PLANT INCLUDING BUT NOT LIMITED TO: FURNISHING AND INSTALLING IN THE EXISTING FACILITY, AND DEMOLISHING AND REPLACING TWO OF THREE EXISTING COGENERATION UNITS; PROVIDING A NEW VENTILATION SYSTEM TO PRESSURIZE THE COGENERATION ENGINE ROOM WITH COOLED AIR UTILIZING AN ABSORPTION CHILLER THAT IS ENERGIZED BY RECOVERED HEAT FROM THE COGENERATION UNITS EXHAUST; CONNECTING THE COGENERATION FACILITY TO THE LANDFILL GAS PIPELINE FROM THE S. DADE LANDFILL.

Contract Measures Recommendation

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Goal	CSBE	14.28%

Reasons for Recommendation

Funding Sources: Regions Line Credit, Future WASD Revenue Bonds & American Recovery and Reinvestment Act (ARRA).
 An analysis of the factors contained in Section VI C of Administrative Order 3-22 indicate that a goal is appropriate in the trades of Commercial and Institutional Building Construction (construction of a new cogeneration equipment electrical switchgear building), Mechanical (pressure ventilation for existing cogeneration building), Painting, Other Heavy and Civil Engineering Construction (excavation and backfill), Highway, Street, and Bridge Construction (pavement demolition and repairs).
 The CSBE subcontractor goal was calculated on the base subtotal plus the contingency allowance.

CWP Not Applicable: Not in DTA

Analysis for Recommendation of a Goal

<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
Commercial and Institutional Building Construction	CSBE	\$704,645.03	4.76%	336
Highway, Street, and Bridge Construction	CSBE	\$391,472.75	2.64%	54
Painting and Wall Covering Contractors	CSBE	\$313,172.28	2.12%	55
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	\$156,526.91	1.06%	70
Other Heavy and Civil Engineering Construction	CSBE	\$548,058.89	3.70%	39
Total		\$2,113,875.87	14.28%	

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

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

RECOMMENDATION

Tier 1 Set Aside _____
 Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____
 No Measure _____ Deferred _____ Selection Factor _____

Director/SBD _____ Date 2/19/10 _____ Chairperson _____ Date _____

**IMPROVEMENTS TO THE EXISTING COGENERATION
FACILITY
AT THE SOUTH DISTRICT WASTEWATER
TREATMENT PLANT
OCI PROJECT NO. DB09-WASD-05 ARRA
CONTRACT NO. 10PKCF001**

DESIGN-BUILD CONTRACT

Made as of the ____ day of _____ in the year 2011.

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

And the DESIGN-BUILDER: Name: Poole & Kent Company of Florida
FEIN: 75-3163466
Address: 1781 N.W. North River Drive
Miami, Florida 33125
Phone Number: 305-325-1930
Fax Number: 305-324-0522
E-mail Address: patc@pkflorida.com

The term "DESIGN-BUILDER" shall include its officials, successors, legal representatives, and assigns.

For Project: IMPROVEMENTS TO THE EXISTING COGENERATION
FACILITY AT THE SOUTH DISTRICT WASTEWATER
TREATMENT PLANT

The COUNTY and the DESIGN-BUILDER agree as set forth herein:

**DESIGN-BUILD SERVICES CONTRACT
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- EXHIBIT "A" – Vendor Affirmation Affidavit
- EXHIBIT "B" – Monthly Utilization Report
- EXHIBIT "C" - Schedule of Project
- EXHIBIT "D" - Contract Schedule of Values
- EXHIBIT "E" - Collusion Affidavit

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CRSI	Concrete Reinforcing Steel Institute
DERM	Miami-Dade COUNTY Department of Environmental Resources Management
DIPRA	Ductile Iron Pipe Research Association
DPW	Miami-Dade COUNTY Department of Public Works
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FICA	Fisher Island Community Association
FPR	Federal Procurement Regulations
FS	Federal Specifications
GSA	Miami-Dade COUNTY General Services Administration
IEEE	Institute of Electrical and Electronics Engineers (Successor to AIEE)
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Standards Organization
JIC	Joint Industrial Council
MBMA	Metal Building Manufacturer's Association
MDC	Miami-Dade COUNTY
MDFD	Miami-Dade Fire Department
MDWASD	Miami-Dade Water and Sewer Department
MIL	Military Specifications
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration/Occupational Safety & Health Act
OCI	Miami-Dade COUNTY Office of Capital Improvements
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
SBD	Miami-Dade COUNTY Small Business Development Department (formerly DBD)
SFBC	South Florida Building Code
SFWMD	South Florida Water Management District
SMACCNA	Sheet Metal and Air Conditioning Design-Builders National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TIMA	Thermal Insulation Manufacturer's Association
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers

met, all design, construction, reconstruction or rehabilitation including corrective work has been performed and all requirements of the Contract Documents have been completed, and the COUNTY has received from DESIGN-BUILDER a release of all liens, release of surety, release of claims by DESIGN-BUILDER, corrected as-built drawings, record drawings, and all other documents required by this Contract.

CHANGE NOTICE: A document issued by the COUNTY to the DESIGN-BUILDER specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written document ordering a change in the contract price or time or a material change in the work, as determined by the COUNTY.

CONSTRUCTION STAGING AREA: Property which may be available for use by the DESIGN-BUILDER during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONTRACT COMPLETION DATE(S): The effective date of Notice-To-Proceed (NTP) plus the Contract duration to specific milestone events or the specific Contract completion dates, as defined in Article 5 "THE PROJECT", as may be amended by change order.

CONTRACT DOCUMENTS: Documents applicable to and specific to the design and construction of an individual Project consisting of the Request for DESIGN-BUILDER Services (RDBS), including the Design Criteria Document with any and all exhibits and attachments, DESIGN-BUILDER proposal submitted in response to such RDBS documents, the executed Design-Build Contract and the specifications and drawings which are to be developed, signed and sealed by the DESIGN-BUILDER, with any addenda, and modifications thereto so long as such specifications and drawings are determined by the MDWASD, or its designated representatives, to be in compliance with the Contract Documents.

CONTRACT DRAWINGS: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN-BUILDER subsequent to NTP.

CONTRACT PRICE: The amount specified in Article 10 "BASIS OF COMPENSATION", pursuant to the terms and conditions of this Contract.

COUNTY (Miami-Dade County): a political subdivision of the State of Florida. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the Owner of this project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY's authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

COUNTY'S REPRESENTATIVE: The DIRECTOR or the Director's designee, individual(s) or firms(s), to act on his behalf in the administration of the Contract within the limits of their respective authorization. The Director's designee can include but is not limited to the Design Criteria Professional and MDWASD's Inspectors and Project Manager.

DAYS: Unless otherwise designated, days mean calendar days.

FINAL COMPLETION: The formal written communication from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that all of the Work and related requirements, including all physical work and final submittal of record drawings and specifications and all other documentation and services, including any remaining Work items identified at Substantial Completion or thereafter, are completed in accordance with the Contract Documents and accepted by the COUNTY. The status of completion of the Work, or a portion thereof, of a particular project or, by Contract Document formally and separately designated portion thereof, such that, in accordance with the provisions of the Contract Documents and their general intent, the project or portion thereof, is in a state such that no further Work or Services are required in accordance with the Contract Documents to render complete, and satisfactory work acceptable to MDWASD including any pending items whether or not they were listed after Substantial Completion, and all manuals, certifications, warranties, as-built plans and record documents, and any other documentation provided as required by MDWASD or other governing authority.

FURNISHING: Manufacturing, fabricating and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles, and conveyances necessary or required for the completion of Work.

INDIRECT COSTS: Costs, other than direct costs, required to perform an element of work. Indirect costs may include profit, overhead, bond, insurance, impact costs (including impact to unchanged work), small tools, incidentals, and DESIGN-BUILDER'S mark-up on subcontractor work paid in accordance with Contract Documents.

INSTALLATION or INSTALLING: Completely assembling, erecting, and connecting material, parts, components, supplies, and related equipment specified or required for the completion of the Work.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the DESIGN-BUILDER, and of the work performed by the DESIGN-BUILDER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the DESIGN-BUILDER and included in the Contract.

LIMIT OF WORK: Boundary within which the Work is to be performed.

MATERIAL: Materials incorporated in this Project or used or consumed in the performance of the Work.

MIAMI-DADE WATER AND SEWER DEPARTMENT (MDWASD): A Department of Miami-Dade County that maintains and operates the County's water and sewer system.

MILESTONE EVENT DATE(S) (Milestone Date(s)): A contractually mandated completion event date including Contract completion dates, as defined in the Contract, and represented in the project schedule. Milestone Dates may include interim dates within the duration of the Project or completion dates when Work, or portions of the Work, are required to be finished.

MOBILIZATION & ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the

RDBS: Request for Design-Build Services issued by the COUNTY to solicit proposals from Design-Build firms to perform the project.

REQUEST FOR CHANGE: A written request by the DESIGN-BUILDER to the DIRECTOR or the Director's designee requesting issuance of a Change Order for adjustment in period of performance and/or Contract Price.

RIGHT OF WAY: A term denoting land and property, and interests therein, acquired by the COUNTY

SAMPLES: Physical examples, provided by the DESIGN-BUILDER for review of compliance with the Contract Documents by the COUNTY, which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.

SCHEDULE OF VALUES: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the DESIGN-BUILDER promptly after award of the project, and agreed between the DESIGN-BUILDER and the COUNTY to serve as a basis for measuring progress of the Work and for making monthly progress payments to the DESIGN-BUILDER.

SCOPE OF SERVICES: The Scope of Services consists of Design-Build services to perform the design and construction of the Project as defined in the Request for Design-Build Services (RDBS) including the Design Criteria Package, as described in Article 12 "SCOPE OF SERVICES" of this contract. In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the project such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.

SCOPE OF WORK (WORK): The scope of the engineering, design, permitting, construction/installation, testing and commissioning and providing the necessary labor, materials, equipment, supervision and other services to fulfill all the contractual requirements as indicated in the Contract Documents, including addenda, modifications, or extensions thereto made by authorized changes. It includes but is not limited to, the physical components and facilities of the project, as well as activities related to designing, building and achieving performance of such components and facilities, all as delineated in the Design Criteria Package.

SHOP DRAWINGS: Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the design, fabrication or installation. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.

STATE: The State of Florida.

SUBCONSULTANT: A Subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed Contract with the DESIGN-BUILDER to furnish professional services for the Project Scope of Work. A SUBCONSULTANT does not furnish trade labor for construction.

ARTICLE 2 - INTERPRETATION

- 2.1) Documents comprising the Contract Documents are complementary and indicate the scope and requirements for the design, permitting, construction/installation, testing, commissioning and completion of the Work and Services. Anything mentioned in one document, including the Request for Design-Build Services (RDBS) and Design Criteria Package and not mentioned in the Contract shall be of like effect as if shown or mentioned in both.
- 2.2) Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package unless stated otherwise.
- 2.3) References to Articles or Sections include sub-articles or sub-sections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to sub-paragraphs.
- 2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of Proposals except where a particular issue is indicated. In case of conflict between municipal, utility, industry, and railroad standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.
- 2.5) In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance there under, will be governed by and decided according to the laws and regulations of Miami-Dade County, the State of Florida, and the United States of America. Any litigation which may arise out of this Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.
- 2.6) When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of receipt of Proposals except where a particular issue is indicated.
- 2.7) Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only, and shall be deemed not to modify or affect the rights and duties of parties to this Contract.

ARTICLE 3 - INTENTION OF THE COUNTY

- 3.1) It is the intent of the Contract Documents to result in the design and construction of a fully complete, fully functional Project based on the scope of work set forth in the RDBS as clarified in DESIGN-BUILDER'S proposal documents, ready in all aspects to be put to its intended use, that is designed and constructed by the DESIGN-BUILDER in accordance with the COUNTY-reviewed and fully-permitted Contract Documents prepared by DESIGN-BUILDER and accepted

knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to the COUNTY's requirements as set forth in the Contract Documents.

The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages caused by the DESIGN-BUILDER's negligent acts or errors or omissions in the performance of the Work as specified in Article 13.2 "ERRORS AND OMISSIONS" of this Contract. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its sole expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER's failure to perform in accordance with the above standards. The DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming design and construction services resulting from the DESIGN-BUILDER's deficiencies for a period from the commencement of this Contract until twelve (12) months following the Substantial Completion Date of the Work and for the period of liability required by applicable law. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections.

Neither the COUNTY's inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY's rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its sub-consultants or subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants or subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its subconsultants' or subcontractors misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of work by subconsultants or subcontractors, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of subconsultant's work. The DESIGN-BUILDER shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following the Substantial Completion date and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Final Completion.

- 4.6) The DESIGN-BUILDER agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to subcontractors and subconsultants into any and all subcontracts.
- 4.7) The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, Sub-consultants, and Subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.

other COUNTY departments or Agencies furnishing information for their accuracy or completeness. **No request for additional compensation or Project time resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The DESIGN-BUILDER shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Any and all costs including, but not limited to, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the DESIGN-BUILDER.**

- 4.16) All services shall be performed by the DESIGN-BUILDER in compliance with the Contract Documents to the satisfaction of the COUNTY.

ARTICLE 5 – THE PROJECT

- 5.1) **LOCATION:** The Project is located at 8950 S.W. 232 Street, Section 21, Township 56 South, Range 40 East in Miami Dade County, Florida. The system and equipment shall be installed in the existing cogeneration building, except for the gas conditioning equipment which may be installed either inside the existing building or within the secured (fenced) area near the existing scrubbers and storage spheres. It may also be necessary to expand the building to the north to accommodate a larger electrical room to house new electrical equipment. If this is necessary, the DESIGN-BUILDER shall design such an extension to match all existing building materials and design criteria.

It is agreed that DESIGN-BUILDER will carry out this Project within the services encompassed in this Agreement. All demolition, excavations and debris removal shall be performed in accordance with existing State of Florida and COUNTY environmental requirements and included in the DESIGN-BUILDER Contract Price.

The project includes furnishing all planning, engineering, design and permitting services as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the Contract Documents including the Design Criteria Document and work and services shall be in compliance with design and construction standards required by this Request for Design-Build Services (RDBS), the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (Federal, State, County or municipality) required in the process of providing the design, permitting, construction, testing and commissioning of the Project. It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed design documents for construction and installation which comply with all regulatory requirements and the Contract Documents.

The Project includes design, permitting, supply, fabrication/installation of four (4) new Cummins cogeneration units, associated electrical equipment, electrical accessories/conduits and feeders in duct-banks, new electrical room for arc-flash switchgear, pressurized ventilation system for existing facility, programming of the equipment controls, system check out, start up, reliability demonstration, performance testing and warranty of all new cogeneration units and ancillary systems, including gas conditioning and heat recovery sub-systems that comprise the cogeneration system, as well as on-site training of MDWASD Operating and Maintenance staff in the operations and maintenance of the new cogeneration system and any supportive tasks ancillary to the primary scope of services as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the

thousand (\$3,000) per calendar day until the work of Milestone 1 is completed, which will be paid to the County by the DESIGN-BUILDER.

If the DESIGN-BUILDER does not achieve Milestone 2 (Final Completion) by the established Contract Completion Date, of 900 calendar days, Liquidated Damages (LDs) will be assessed in the amount of one thousand dollars (\$1,000) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER.

Liquidated Damages for not meeting these required dates will be cumulative for the number of days that such dates are not achieved. As such, until the DESIGN-BUILDER achieves completion of Milestone 1, Liquidated Damages, if applicable, will be at the rate of three thousand dollars (\$3,000) per calendar day. Once Milestone 1 has been achieved, Liquidated Damages, if applicable, will reduce to the amount of one thousand (\$1,000) per calendar day until such time as Milestone 2 for the appropriate scope is achieved.

All assessments of Liquidated Damages to the DESIGN-BUILDER may be adjustments to payments due the DESIGN-BUILDER.

These LD amounts are not penalties but liquidated damages to the COUNTY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the DESIGN-BUILDER to complete the Contract on time. Furthermore, it is agreed that liquidated damages will not be due from the DESIGN-BUILDER due to delays agreed by the COUNTY as justified under the provisions of the Contract, to the extent that DESIGN-BUILDER is granted an extension of Contract Time by the COUNTY.

- 5.3) **PROJECT SCHEDULE SUBMITTAL:** In accordance with the Design Criteria Package, DESIGN-BUILDER initially shall prepare and submit for the DIRECTOR'S review and concurrence a Mobilization and Engineering Schedule comprising the activities to be performed in the first ninety (90) days of Work after Notice to Proceed (NTP) not later than ten (10) days after issuance of the NTP.

Subsequently, the complete Baseline Project Schedule covering all details of the entire project, including all milestone event dates, shall be submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time for the COUNTY compliance review prior to completion of the ninety (90) day period covered by the Mobilization and Engineering Schedule. The Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project based on the agreed Schedule of Values utilizing the Critical Path Method (CPM) with Primavera Scheduling software. It shall commence on the NTP, and include the start and completion dates of various activities and major project components, the sequence of design and construction, and the contract completion dates for the overall project. The Project Schedule shall be updated monthly based on actual progress achieved, and submitted to MDWASD as a requirement to support each pay application.

- 5.4) **PUBLISHING OF INFORMATION:** The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the COUNTY and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish copyright or patent any of the data furnished in compliance with this

- 5.5.6) The COUNTY shall be the sole judge of the quality, suitability and cost of proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by the COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER's expense.
- 5.5.6.1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial work to completed work, shall be at the DESIGN-BUILDER's expense and no additional time of performance will be allowed.
- 5.5.6.2) No action relating to the approval of alternative materials will be taken by the COUNTY until the request for substitution is made in writing by the DESIGN-BUILDER accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least thirty (30) days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.
- 5.5.6.3) Where classification, rating, or other certification by a body such as, but not limited to, UL, NSF, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract requirements. The equivalence of a classification, rating or certification; or the equivalence of the independent testing laboratory or other testing / certifying entity shall be solely decided by the MDWASD, and such decision shall be final. Testing required proving equality of the material proposed shall be at the DESIGN-BUILDER's expense.
- 5.5.6.4) Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for MDWASD.
- 5.5.6.5) SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work except those designated and specifically named to be furnished by MDWASD.
- 5.5.6.6) Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled and incorporated so as to ensure completed work in accordance with the Contract and its intent.
- 5.5.6.7) DEFECTIVE MATERIALS: Materials furnished by the DESIGN-BUILDER not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site unless otherwise permitted in writing by the COUNTY. All costs of such removal and replacement will be at the sole expense of the DESIGN-BUILDER, and no additional time of performance will be allowed. No rejected material, the defects of which have been subsequently corrected, shall be used

ARTICLE 6 SUBCONSULTANTS

- 6.1) In the event that the DESIGN-BUILDER plans, or his subconsultants plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval prior to the DESIGN-BUILDER or subcontractor execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subconsultants so approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or his subconsultants at any tier for any portion of the Project, whichever is deemed to be in the COUNTY's best interest.
- 6.2) **LIST OF FIRMS:** The DESIGN-BUILDER proposes to utilize the following subconsultants for the Project:
- | | |
|---------------------|---|
| Firm Name: | Brown and Caldwell, Inc. |
| Consulting Service: | Engineering Services |
| Firm Name: | Architects International, Inc. |
| Consulting Service: | Architecture |
| Firm Name: | Avino and Associates, Inc. |
| Consulting Service: | Surveying and Mapping – Land Surveying
General Engineering |
| Firm Name: | Kaderabek Company |
| Consulting Service: | Soils, Foundation and Materials Testing – Geotechnical and
Materials Engineering Services
Soils, Foundation and Materials Testing- Concrete and
Asphalt Testing Services |
| Firm Name: | A & P Consulting Transportation Engineers |
| Consulting Service: | Electrical Engineer |
| Firm Name: | Leiter, Perez & Associates |
| Consulting Service: | Surveying and Mapping – Land Surveying
Underground Utility Location
General Civil Engineering |
- 6.3) **REPLACEMENT OF FIRMS:** The DESIGN-BUILDER shall not change any subconsultant without the DIRECTOR'S prior approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.
- 6.4) **CONTRACT MEASURES:** The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this project as shown in the attached Letters of Contract as presented in the DESIGN-BUILDER's proposal for the project:

the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the MDWASD determines that such request is not a disadvantage to MDWASD, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the MDWASD. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.

- 8.2) SUBCONTRACT DOCUMENTS: The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the DESIGN-BUILDER in dividing the Work among Subcontractors nor in establishing the extent of Work to be performed by any trade.

ARTICLE 9 THE COUNTY'S RESPONSIBILITIES

- 9.1) INFORMATION FURNISHED: The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:

9.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any and all plans and data not furnished which the DESIGN-BUILDER knows or should know, is necessary or appropriate for the rendition of the services described herein.

- 9.2) PROJECT MANAGEMENT:

9.2.1) The DIRECTOR shall designate the COUNTY'S REPRESENTATIVE to act as liaison and point of contact between the DESIGN-BUILDER and the MDWASD. The DESIGN-BUILDER shall have general responsibility for management of the Project through all phases of the Work included in this Contract. The DESIGN-BUILDER shall meet with the COUNTY'S REPRESENTATIVE at periodic intervals throughout the project to assess progress of the DESIGN-BUILDER'S Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. The DESIGN-BUILDER'S design Subconsultants shall visit the site periodically during the design and construction phases to assess existing conditions and verify that completed work is in accordance with the Contract Documents. The DESIGN-BUILDER shall communicate with the COUNTY'S REPRESENTATIVE in the most efficient manner and, as approved by MDWASD, using electronic means to the greatest extent possible.

- 9.3) CHANGED OR ADDITIONAL WORK:

9.3.1) In the case of any required additional Work or services required and directed by COUNTY, the COUNTY shall issue written authorizations to proceed to the DESIGN-BUILDER for the added Work or services to be performed. In case of emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER provided written confirmation shall follow in a reasonable time thereafter

9.3.2) The COUNTY'S REPRESENTATIVE shall act on behalf of MDWASD in all matters pertaining to this Contract as authorized by MDWASD, and shall issue written authorizations to proceed to the DESIGN-BUILDER for any approved changed or additional Work to be performed hereunder. These authorizations are referred to as

construction-related portion of the contract value, will be used by the Department, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is nine hundred thirty-four thousand four hundred fourteen dollars and ten cents (\$934,414.10).

10.3) DEDICATED ALLOWANCE ACCOUNT:

10.3.1) At the discretion of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER may be authorized to perform services outside the basic services described in Article 12 below, under a Dedicated Allowance Account specifically established for said purpose. Compensation to the DESIGN-BUILDER for any of these services will be subject to the Design-Build contract terms and conditions and shall not exceed the individual amount authorized by the COUNTY'S REPRESENTATIVE through direct negotiation with the DESIGN-BUILDER prior to the performance of the Work. Amounts provided in the aforementioned allowance are as follows:

10.3.1.1) Permit Fees:	\$470,648.46
10.3.1.2) Electrical Feeders and Duckwork:	\$826,772.46
10.3.1.3) Additional Gas Cleaning to remove Siloxanes:	\$610,274.17
10.3.1.4) Performance in Excess of Guaranteed Efficiencies:	\$348,279.86
10.3.1.5) Additional Pressure Ventilation for Basement:	\$ 53,340.16
10.3.1.6) LEED Certification Fees:	\$ 42,358.36

Total amount of Dedicated Allowance Account items above is two million three hundred fifty-one thousand six hundred seventy-three dollars and forty-seven cents (\$2,351,673.47).

10.3.2) The DESIGN-BUILDER shall obtain prior authorization from the COUNTY'S REPRESENTATIVE for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

10.3.3) If, at any time, the DESIGN-BUILDER believes he is entitled to any part or parts of the Contingency Account or the Dedicated Allowance Account, Design-Builder will request such payment with all supporting documentation and justification, including applicable Contract terms and conditions, and the COUNTY will evaluate the DESIGN-BUILDER'S submittal and advise the DESIGN-BUILDER of its findings. The COUNTY is under no obligation to assign any monies from either of these accounts to the Design-Builder. If the Design-Builder is not in agreement with the COUNTY findings, Design-Builder may refer to the disputes provisions of the Contract

10.3.4) The sum of the Contingency Account and the Dedicated Allowance Account is three million two hundred eight-six thousand eighty-seven dollars and fifty-seven cents (\$3,286,087.57) for all payments to the DESIGN-BUILDER for any Additional Services authorized on this Project.

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must be made monthly, and shall accompany the DESIGN-BUILDER's monthly pay application for labor, equipment and/or materials furnished. The DESIGN-BUILDER'S request shall indicate the breakdown of costs for design services and construction services and submit the corresponding MUR's. Direct payment by the COUNTY, by joint check to the DESIGN-BUILDER's subcontractors or material and equipment vendors or suppliers or any other second party, must be agreeable to and so stated in writing by the DESIGN-BUILDER's Surety.

For the purpose of processing progress payment applications, the DESIGN-BUILDER will be assigned a specific pay application period ending date by MDWASD which will apply to each calendar month throughout the course of the contract until the final application. The DESIGN-BUILDER will be notified of their contract's pay application period ending date at the Post Award meeting.

The Partial Affidavit and Release forms will be modified to state that all labor, material, equipment and supplies have been paid in full through the assigned pay application period ending date of the previous pay application period.

Before the DESIGN-BUILDER can receive any payment or draw hereunder, except the first partial payment, for moneys due the DESIGN-BUILDER as a result of a percentage of the work completed, DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with an affidavit of payment and a release due ten (10) days after the release of their check by MDWASD duly executed by each subcontractor and supplier of material or equipment for any work performed for the Project up through the pay application period ending date of the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full through the pay application period ending date of the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies up through the pay application period ending date of the previous month. In addition, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with a duly executed affidavit (Certification of DESIGN-BUILDER) stating that all subcontractors and suppliers of material and equipment have been paid their full proportionate share of all draws including the last or previous draw for work performed for the Project up through the pay application period ending date of the previous month. This does not apply to the first payment. The failure of the DESIGN-BUILDER to provide the foregoing affidavit and release from each subcontractor and supplier shall result in the COUNTY withholding the current pay application until the affidavit and release is provided or a Consent of Surety is provided to the MDWASD in an approved form for the amount in dispute.

If applicable, the COUNTY will notify the DESIGN-BUILDER and surety by certified letter informing them of the DESIGN-BUILDER's non-compliance with the Contract Documents.

As a prerequisite for the acceptance of monthly payment applications for completed construction work, the DESIGN-BUILDER shall submit redlines, partially completed as-built plan sheets and fully complete as-built plan sheets, all as required by and satisfactory to, the COUNTY'S REPRESENTATIVE. Once the Baseline Project Schedule is approved for compliance by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall prepare a progress update to the current project cost-loaded Baseline Project Schedule and submit six (6) complete print copies and three (3) complete electronic copies to the COUNTY'S REPRESENTATIVE for review and support for the requested progress payment application.

Such schedules shall show the progress of the work to date and schedule to completion of the project in the event that the DESIGN-BUILDER contends that completion will occur after the date specified in the Contract, the DESIGN-BUILDER shall submit a schedule showing his expected completion date and also, if requested by the COUNTY, submit a schedule demonstrating how

the point of Milestone 1 completion shown in the sequence to the satisfaction of the COUNTY prior to the reduction in retainage for the work of Milestone 1.

All subsequent work to Milestone 2, the final completion of the work, shall continue to be subjected to a ten percent (10%) retainage. Upon satisfactory completion of Milestone 2 all retainage shall be released to the DESIGN-BUILDER. As soon as the COUNTY REPRESENTATIVE is notified of the completion of the work and can assure himself of the by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to his satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency allowance account funds remaining will be paid.

Unless specific written permission is granted by the COUNTY REPRESENTATIVE to either change the sequence or perform differing amounts of work the items listed shall be a required precedent to said reduction.

- 11.3) **FINAL PAYMENT:** As soon as the COUNTY'S REPRESENTATIVE is notified of the Final Completion of the Work and can be assured by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out satisfactorily, the COUNTY'S REPRESENTATIVE will make a final application of the value of all Work completed and will deduct therefrom all previous payments which have been made. The amount of the pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized Contingency account funds remaining, will be paid,

When the computer printout of the final pay application has been prepared, MDWASD will notify the DESIGN-BUILDER in writing that the final application is ready for DESIGN-BUILDER signature. Prior to being permitted to sign the final application, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with the DESIGN-BUILDER's Invoice and all required documentation, i.e., (1) original and one copy of the Certified Payroll, and (2) original and one copy of the Monthly Utilization and Employment Data Reports, (3) Certificate of DESIGN-BUILDER for the previous application and a Final Certificate of DESIGN-BUILDER, and (4) and Affidavit and Final Release from all Subcontractors and Suppliers.

Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all of the required documentation cited above within thirty (30) days from the date of written notification that the final pay application is ready for signature. The DESIGN-BUILDER may be held in default due to such delay.

The COUNTY may withhold from payment under this Contract any monies the COUNTY believes is owed by the DESIGN-BUILDER pursuant to any other contract or other claim.

- 11.4) **PROMPT PAYMENT:** The successful Bidder's attention is directed to COUNTY Ordinance No. 94-40, providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and

as to the validity of such payment. The hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Fuel, maintenance and lubrication are included in the calculated rental rates. In the event that the equipment is not owned by the DESIGN-BUILDER or his companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent (10%) for fuel, maintenance and lubrication for rented equipment.

c) For all labor, including a working foreman in direct charge of the specified operations, the DESIGN-BUILDER shall receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the DESIGN-BUILDER may charge one hundred percent (100%) of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the DESIGN-BUILDER may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of sum salary for directing up to four workers in their work; seventy-five percent (75%) for directing five workers in their work; and one hundred percent (100%) for directing six workers or more in their work, to which shall be added an amount equal to fifteen percent (15%) of such sum, and the total thereof shall be full compensation to the DESIGN-BUILDER for performing the work which includes overhead and profit, home office and field office expenses, general supervision and furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the DESIGN-BUILDER shall be paid the actual cost of social security, taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, pension plans, vacations, and insurance and DESIGN-BUILDER's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.

d) For all materials used, the DESIGN-BUILDER shall receive the actual cost of such materials, including freight charges and applicable sales taxes as shown by original receipted bills, to which cost shall be added an amount equal to ten percent (10%) thereof, for full compensation which includes overhead, profit and home office and field office expenses.

e) For any construction equipment or special equipment including fuel and lubricants, required for the economical performance of extra work, excluding the small tools and ordinary equipment as specified above, the COUNTY'S REPRESENTATIVE shall allow the DESIGN-BUILDER a rental price, to be agreed in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Fuel maintenance and lubrication costs, are included in the calculated rental rate. In the event that the equipment is not owned by the DESIGN-BUILDER or his companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid for every hour that the equipment is actually working at the hourly rental rate to which shall be added ten percent for fuel, maintenance and lubricants for rental equipment.

No additional compensation shall be due the DESIGN-BUILDER for extra work occasioned as a result of differing site conditions, or as a result of delays, except to the extent specified in Sections 13.14 and 13.17 of the GENERAL PROVISIONS. If the DESIGN-BUILDER believes that an order or directive of the COUNTY'S REPRESENTATIVE calls for the performance of work outside the requirements of the Contract, the DESIGN-BUILDER shall so notify the COUNTY'S REPRESENTATIVE in accordance with the procedures specified below.

The supervision of the execution of this Contract is vested in the DIRECTOR of MDWASD acting through his representatives, the COUNTY'S REPRESENTATIVE, and his instructions shall be carried into effect promptly and efficiently.

The COUNTY'S REPRESENTATIVE shall in all cases determine the amount, quality, fitness and acceptability of the work and materials to be paid for, and shall decide all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the COUNTY'S REPRESENTATIVE is to be a condition precedent to the DESIGN-BUILDER's right to receive any money for the work or the materials to which the question or difference of opinion relates except as otherwise explicitly provided for herein.

If the DESIGN-BUILDER considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the COUNTY'S REPRESENTATIVE to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the work or conform to the decision or ruling. Beginning with the first day of this work, the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall fill out daily records for this work at the end of each day and said record shall be signed by both parties. One copy being submitted to the COUNTY'S REPRESENTATIVE and the other being retained by the DESIGN-BUILDER. This documentation does not constitute acknowledgment of authorization to pay for this work. In the event that a claim for this work is approved by the MDWASD subsequent to the commencement of work, an accurate accounting for work will be agreed upon by both parties upon completion of this work and will be paid for as work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order by the Board of County Commissioners.

The work will be paid for either by a unit price item in the contract or as extra work for labor, material and equipment which shall be full compensation to the DESIGN-BUILDER for all overhead and profit and as specified above in this Article in paragraphs (a), (b), (c), (d) and (e).

Failure of the DESIGN-BUILDER's representatives to meet with the COUNTY'S REPRESENTATIVE to maintain daily records for this work shall be deemed that the DESIGN-BUILDER does not wish to pursue his claim and has waived all grounds for making a claim.

Unless the DESIGN-BUILDER files such written protest with the COUNTY'S REPRESENTATIVE within ten (10) days of receipt said written instructions or decisions, he shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the COUNTY'S REPRESENTATIVE as

Include a primary heat exchanger to transfer all thermal energy absorbed from the engine exhaust to the future sludge treatment heating system using a thermal oil heat exchanger designed to be mounted in the exhaust manifold.

Include auxiliary heat exchangers to transfer all thermal energy absorbed from auxiliary engine systems to existing Plant effluent water system.

Be capable of automatically synchronizing and operating in parallel with the utility supply system, other cogeneration packages including both new and existing units and the existing plant diesel fired Emergency Generators.

In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the project such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.

ARTICLE 13 GENERAL PROVISIONS

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY

13.1.1) Pursuant to section 725.08 of the Florida Statutes, the DESIGN-BUILDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentionally wrongful conduct of the DESIGN-BUILDER or its employees, agents, servants, partners principals or subcontractors in the performance of this Contract. The DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

13.1.2) Notwithstanding any provision herein to the contrary, the DESIGN-BUILDER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which may result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the COUNTY in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER, Subconsultants, the registered professionals (architects and/or engineers) and Subcontractors under this Contract.

- 13.1.6.3) No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Completion.
- 13.1.7) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:
 - 13.1.7.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.
- 13.2) ERRORS AND OMISSIONS
 - 13.2.1) The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Contract, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Contract (including the work performed by sub-consultants and Subcontractors), within the specified time period and specified cost. The DESIGN-BUILDER shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting DESIGN-BUILDER with respect to the disciplines required for the performance of the work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to COUNTY'S requirements as set forth in the Contract. The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages to the COUNTY caused by the DESIGN-BUILDER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any sub-consultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its Subconsultants and Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its Sub-consultants and Subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER'S or Subconsultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of work by subconsultants and Subcontractors, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's work.

13.3.2) All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

13.3.2.1) The company must be rated no less than "A" as to management, and no less than "Class V" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

13.3.2.2) The DESIGN-BUILDER shall furnish Certificates of Insurance to the COUNTY prior to commencing any operations under this Contract, which certificates shall clearly indicate that the DESIGN-BUILDER has obtained insurance, in the type, amount and classifications, in strict compliance with this Section. All insurance required by the Contract shall stay in force until construction of the Project is complete to a point where no construction personnel of the DESIGN-BUILDER or any subcontractor are required to be on the site of the work and all survey work for as-built drawings is completed to the satisfaction of the COUNTY'S REPRESENTATIVE. At that point, the DESIGN-BUILDER shall make written request to the COUNTY'S REPRESENTATIVE to discontinue all or portions of the insurance coverage for the Project (as appropriate) and upon receipt of written permission from the COUNTY'S REPRESENTATIVE may discontinue said insurance. In any instance where work must be resumed after a pause, the DESIGN-BUILDER shall obtain all insurance as required above prior to performing the work.

13.3.2.3) Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 N.W. 1 STREET,
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the DESIGN-BUILDER of this liability and obligation under this Article or under any other Article of this Contract.

13.3.3) The DESIGN-BUILDER shall not commence the Work until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Contract.

13.3.4) DESIGN-BUILDER shall name the COUNTY, MDWASD, and their employees, agents, and consultants as additional insures on all insurance policies, with the exception of Professional Liability policies.

13.4) PERFORMANCE

13.4.1) Performance and Delegation: The performance of this Contract shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of the COUNTY, and

any phase, the COUNTY shall give seven (7) days notice to the DESIGN-BUILDER of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Contract and compensated as agreed by DESIGN-BUILDER and the COUNTY for direct labor, equipment and materials, and rates for overhead and profit as applicable for extra work. The COUNTY will not be liable for stand-by, overhead, or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with this Project. If the Project is suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY during any phase, the DESIGN-BUILDER shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the COUNTY shall have no further obligation or liability to the DESIGN-BUILDER under this Contract. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S compensation to complete the Project may be renegotiated due to the suspension delay, but the COUNTY will have no obligation to complete the Project under this Contract, and may hire or contract with another DESIGN-BUILDER to complete the project. The COUNTY will have no further obligation or liability to the DESIGN-BUILDER.

13.6) TERMINATION OF CONTRACT

13.6.1) By COUNTY For Convenience: The COUNTY may terminate for the COUNTY'S convenience, performance of Work under this Contract in whole or, in part if the COUNTY determines that a termination is in the COUNTY'S interest. The COUNTY shall terminate by delivering to the DESIGN-BUILDER a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Contract, and may be issued without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on Work done as of the date of the Notice of Termination, and the reasonable costs of demobilizing its owned or rented equipment, materials, tools and labor forces, and preparing its final invoice to the COUNTY. The DESIGN-BUILDER shall immediately provide the COUNTY with all drawings, plans and documentation related to the Project. Upon payment thereof, the COUNTY will have no further obligation or liability to the DESIGN-BUILDER under this Contract. The DESIGN-BUILDER shall not be entitled to any other compensation under this Contract.

MDWASD reserves the rights to, at its sole discretion, terminate this contract without cause by giving a written Notice of Cancellation to the DESIGN-BUILDER and its Surety at least ten (10) calendar days prior to the effective date of such cancellation.

In the event of termination by MDWASD, the DESIGN-BUILDER will be paid for all labor performed, all materials and equipment furnished by the DESIGN-BUILDER and its subcontractors, material men and suppliers and manufacturers of equipment less all authorized partial payments made prior to the date of cancellation. Specific work shall be paid for as follows:

The value of all items of work completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown) satisfactory to the COUNTY'S REPRESENTATIVE.

acceptable manner, in addition to any other right specified above or held by the COUNTY, the COUNTY'S REPRESENTATIVE may give notice in writing to the DESIGN-BUILDER and to his surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. This notification shall be a formal Notice to Cure provided to the DESIGN-BUILDER and his surety by Certified mail.

If the DESIGN-BUILDER or the surety does not react and correct such conditions or provided an acceptable to the COUNTY'S REPRESENTATIVE plan of action for correction of same within a period of five days after receipt of such notice to cure, the DIRECTOR shall, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such notice to cure, shall provide the DESIGN-BUILDER and his surety with a formal Notice of Default by Certified mail and shall have full power and authority three days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the work out of the hands of the DESIGN-BUILDER, to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project, or to use such other methods as, in the opinion of the DIRECTOR shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the work under contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

Nothing contained herein shall limit the availability of any other remedy the COUNTY may have in the event of a default, whether such remedy arises by contract or by operation of law, and the choice by the COUNTY to proceed with one remedy shall not limit the ability of the COUNTY to pursue additional remedies.

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS

- 13.7.1) For any Work performed on a reimbursable time and material basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.
- 13.7.2) The COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Contract or any modification/change order to this Contract, the DESIGN-BUILDER shall, for a period of three (3) years after the date of Final Completion under this Contract:

from COUNTY. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.9) COMPLIANCE WITH LAWS

13.9.1) The Contract shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

13.9.1.1) In accordance with Florida Statutes 119.07(3) (ee), "facility plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the layout and structural elements of a facility, ...or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the MDWASD, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or DESIGN-BUILDER who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

13.9.1.2) Each employee of the DESIGN-BUILDER and its Subconsultants and Subcontractors that will be involved in the Project, shall sign an contract stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their work under this Contract, unless authorized by the COUNTY.

13.9.1.3) The DESIGN-BUILDER and its Subconsultants and Subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.

13.9.2) In addition to the above requirements in this article, the DESIGN-BUILDER agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Contract, including but not limited to:

- Ordinance No. 72-82 - Conflict of Interest Ordinance. As amended by Ordinance No. 00-01 and Ordinance No. 00-46
- Ordinance No. 77-13 - Financial Disclosure
- Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information).
- Ordinance No. 82-37 - Affirmative Action Plan
- Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender
- Ordinance No. 90-143 - Responsible Wages and Benefits
- Ordinance No. 91-142 - Family Leave, as Amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00
- Ordinance No. 92-15 - Drug-free Work place, as Amended by Ordinance No. 00-30
- Ordinance 94-73 - Value Analysis and Life-Cycle Costing
- Ordinance No. 95-178 - Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award

13.9.3) The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within 30 days of the execution date of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

- A Source of Income Statement
- A Statement of Financial Interests
- A copy of the Design-Builder's current federal income tax return

13.9.4) AFFIRMATIVE ACTION

13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Procurement Management and any approved update thereof are hereby incorporated as contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative actions specified herein. The DIRECTOR may declare the DESIGN-BUILDER in default of this Contract for failure of the DESIGN-BUILDER to comply with the requirements of this paragraph.

13.9.5) PROMPT PAYMENT TO SMALL BUSINESS SUB-CONSULTANTS AND SUBCONTRACTORS

13.9.5.1) The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40, and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the prime DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

13.9.6) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

13.9.6.1) According to Section 2-1076 of the Code of Miami-Dade COUNTY, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY/Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the DESIGN-BUILDER under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where

- The DESIGN-BUILDER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this Article shall apply to the DESIGN-BUILDER, vendor, and consultant, its officers, agents, employees, subcontractors and suppliers. The DESIGN-BUILDER, vendor, and consultant shall incorporate the provisions in this Article in all subcontracts and all other contracts executed by the (DESIGN-BUILDER/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this Article shall impair any independent right to the COUNTY to conduct audits or investigative activities. The provisions of this Article are neither intended nor shall they be construed to impose any liability on the COUNTY by the DESIGN-BUILDER, vendor, and consultant or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental Contracts; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service contract under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

- 13.9.6.2) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of A.O. 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and COUNTY in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

- process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.
- **New Construction:** All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
 - **Major Renovations & Remodels:** All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
 - **Non-major Renovations/Remodels:** All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
 - **Renovations, remodels, and other building upgrades not meeting the above criteria** are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

13.10) MISCELLANEOUS PROVISIONS

- 13.10.1) The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which Proposals may be publicly solicited by the COUNTY, outside of this Contract.
- 13.10.2) The DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials or contaminants in any form at the project site, except for any such materials that DESIGN-BUILDER brings into the site, other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.
- 13.10.3) **TRUTH IN NEGOTIATION:** pursuant to A.O. 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - Category 4), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 13.10.4) **FORCE MAJEURE:** For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due to a force majeure event, provided that DESIGN-BUILDER verbally notifies the COUNTY within 48 hours of such force majeure event and provides the COUNTY written notice that includes justification for extension of the Contract within 10 days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.
- 13.10.5) **STANDARD OF CARE:** In the performance of its services, DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period, including the degree

employed to solicit or secure this Contract or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. The DESIGN-BUILDER also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S COUNTY approved subconsultants and subcontractors, to accomplish the work contemplated under the terms of this Contract. For breach or violation of this Certification, the COUNTY shall have the right to annul this Contract without liability.

13.14) HAZARDOUS CONDITIONS

Unless otherwise expressly provided in the Contract Documents to be part of the Work, DESIGN-BUILDER is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, DESIGN-BUILDER will stop Work immediately in the affected area and duly notify COUNTY and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

Upon receiving notice of the presence of suspected Hazardous Conditions, COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include COUNTY retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that COUNTY must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the DESIGN-BUILDER construct through or remove the hazardous material as a part of the Project work. In such instance the work involved will be considered as extra work and treated with the methods provided in Article 11.5.3 Extra Work and Payment therefore.

DESIGN-BUILDER shall be obligated to resume Work at the affected area of the Project only after COUNTY's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

DESIGN-BUILDER will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Time(s) to the extent DESIGN-BUILDER's time of performance has been adversely impacted by the presence of Hazardous Conditions

To the fullest extent permitted by law, COUNTY shall indemnify, defend and hold harmless DESIGN-BUILDER, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, DIRECTOR'S, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

Notwithstanding the preceding provisions of this Section, COUNTY is not responsible for Hazardous Conditions introduced to the Site by DESIGN-BUILDER, Subcontractors or anyone for whose acts they may be liable. DESIGN-BUILDER shall indemnify, defend and hold harmless COUNTY and COUNTY'S officers, DIRECTOR'S, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by DESIGN-BUILDER, Subcontractors or anyone for whose acts they may be liable.

properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages, arising out of the delay and serve as a waiver by the DESIGN-BUILDER of any and all such claims.

The DESIGN-BUILDER shall maintain for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the COUNTY as to any compensable time extension. For each day for which said, confirmed, records are lacking, the COUNTY shall have no obligation to the DESIGN-BUILDER as to extra time or compensation, and the lack of such records shall preclude the DESIGN-BUILDER from maintaining any action for damages of any sort or extra time with respect to such delay.

In the event the COUNTY shall grant any time extension, the DESIGN-BUILDER shall submit a revised schedule, compliant with the terms of the General Covenants and Conditions; said revised schedule shall reflect all delays which previously impacted the work, including delays as may have been caused by the DESIGN-BUILDER, and will reflect all time extensions granted to the date of the revised schedule.

In the event that the DESIGN-BUILDER is, per this Section, entitled to compensation for any delay, said compensation shall be liquidated and fixed at one thousand dollars (\$1,000.00) per day of delay. The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of one million two hundred fifty thousand (\$1,250,000) dollars per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the DESIGN-BUILDER or its subcontractors, material, men, suppliers, or vendors.

Where a delay for which the DESIGN-BUILDER would be entitled to compensation occurs concurrently with a delay for which the DESIGN-BUILDER would not be entitled to any time extension, the DESIGN-BUILDER shall be entitled to no compensation for the period of such concurrent delay.

The DESIGN-BUILDER shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the COUNTY, except insofar as the DESIGN-BUILDER may be due liquidated damages for delay due to the DESIGN-BUILDER pursuant to this Article, and this Article shall be the sole vehicle for recovery of the following items:

1. Home office expenses of any direct costs allocated from the headquarters of the DESIGN-BUILDER
2. Loss of anticipated profits on this or any other project
3. Loss of bonding capacity
4. Losses due to projects not bid on
5. Loss of business opportunities
6. Loss of productivity on this or other project
7. Loss of interest on funds not paid
8. Costs to prepare, negotiate, or prosecute claims
9. Costs spent to achieve compliance with applicable laws and regulations
10. Increased bonding or insurance costs

- (3) A separate, detailed cost estimate for the following:
 - The affected portions of the existing Contract requirements and
 - The cost reduction associated with the VEP which shall take into account the DESIGN-BUILDER's allowable development and implementation costs, including any amount attributable to subcontractors, which shall be separately and clearly detailed description and estimate of costs the MDWASD may incur in implementing the VEP, such as training, testing, operating, maintenance, and support costs.
- (4) An estimate, to the extent practical, of any effects the VEP would have on collateral costs to the MDWASD.
- (5) A statement of the time by which a Contract modification accepting the VEP must be issued in order to achieve the maximum cost reduction, noting any effect on the Contract required completion date(s).

13.16.4) DESIGN-BUILDER Submission:
The DESIGN-BUILDER shall, at its own cost, submit VEP's to the MDWASD with a signed original, seven (7) paper copies and two (2) electronic copies.

13.16.5) MDWASD Action:
MDWASD will notify the DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after receipt of the VEP. If additional time is required, the MDWASD will notify the DESIGN-BUILDER within the 30-day period and the expected date of decision. The MDWASD will process VEP's expeditiously; however, it shall not be liable for any delay in acting upon a VEP.

If the VEP is not accepted, MDWASD will notify the DESIGN-BUILDER in writing, explaining the reasons for rejection. The DESIGN-BUILDER may withdraw any VEP, in whole or in part, at any time before it is evaluated and decided by MDWASD.

Any VEP may be accepted, in whole or in part, by the MDWASD award of a modification to the Design-Build Contract citing this clause. MDWASD may accept the VEP, even though an agreement on price reduction has not yet been reached by issuing the DESIGN-BUILDER a notice to proceed with the VEP. Until a notice to proceed is issued, or a modification to the Contract is executed for a VEP, the DESIGN-BUILDER shall perform in accordance with the existing current Contract scope of Work. The decision to accept or reject all or part of any VEP is a unilateral decision made solely at the discretion of the MDWASD.

- 13.16.6) Sharing:
- (1) The MDWASD's share of savings is determined by subtracting MDWASD Costs as defined in this provision from instant Contract savings, and multiplying the result by fifty percent (50%).
 - (2) Payment of any share due the DESIGN-BUILDER for incorporation of a VEP in the Contract Work shall be authorized by a modification to the Contract as approved by the Director that provides for the following:
 - Acceptance of the VEP;
 - Reduction of the Contract Price and /or Period of Performance by the amount of instant Contract savings;
 - Provide the DESIGN-BUILDER's share of savings by adding such amount to the Contract Price.

13.17) SITE CONDITIONS

- 13.17.6) If MDWASD is not given written notice prior to the conditions being further disturbed after the initial discovery by the DESIGN-BUILDER, the DESIGN-BUILDER will be deemed to have waived his right to assert a claim for additional time and compensation arising out of such changed conditions.

13.18) NOTICE OF POTENTIAL CLAIM

- 13.18.1) The DESIGN-BUILDER will not be entitled to additional compensation otherwise payable for any act or failure to act by the COUNTY, the happening of any event or occurrence, or any other cause, unless he shall have given the COUNTY'S REPRESENTATIVE a written notice of potential claim therefore as specified in this Article. The DESIGN-BUILDER understands and agrees that the filing of a notice of potential claim in accordance with this article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the COUNTY and that the failure of the DESIGN-BUILDER to strictly comply is deemed a waiver of all claims.
- 13.18.2) The DESIGN-BUILDER shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of potential claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY'S REPRESENTATIVE prior to the time that the DESIGN-BUILDER has started performance of work giving rise to the potential claim for additional compensation.
- 13.18.3) It is the intention of this Article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 13.18.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.
- 13.18.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.
- 13.18.6) If the COUNTY decides to pay all or part of a claim for which notice was not timely made, the COUNTY does not waive the right to enforce the notice requirements in connection with any other claim.

13.19) INSPECTING AND TESTING MATERIALS

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test pieces of materials as the COUNTY'S REPRESENTATIVE may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not Specification requirements are met shall be borne by the DESIGN-BUILDER. The DESIGN-BUILDER shall not incorporate any material or finished article into the Work until the

In all cases of corrective work, including tests, prior to performing any work, the DESIGN-BUILDER must submit his method of correction and obtain approval from the COUNTY'S REPRESENTATIVE prior to correcting, removing, or replacing this work. The COUNTY'S REPRESENTATIVE will only approve the completed work when it is satisfactorily performed. All costs for this work, including testing, shall be borne by the DESIGN-BUILDER.

13.21) SOVEREIGNTY

13.21.1) COUNTY's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the COUNTY's status hereunder:

(1) The COUNTY retains all of its sovereign prerogatives and rights as a COUNTY under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project and the Site or the operation thereof, or be liable for the same; and

(2) The COUNTY shall not by virtue of this Contract be obligated to grant the Project Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project and the Site.

13.21.2) No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this Contract or in any of the Contract Documents, any COUNTY covenant or obligation that may be contained in this Contract or any of the Contract Documents, including but not limited to the following:

(1) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the DESIGN-BUILDER regardless of the purpose required for such cooperation;

(2) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(3) To apply for or assist the DESIGN-BUILDER in applying for any County, City or third party permit or needed approval; or

(4) To contest, defend against, or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature;

shall not bind the Board, the Planning and Zoning Department, DERM or any other County, City, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power; and the COUNTY shall be released and held harmless, by the DESIGN-BUILDER from any liability, responsibility, claims, consequential or other damages, or losses to the Project Developer or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes,

The COUNTY may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the COUNTY. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The COUNTY'S rights and remedies as set forth in the Contract are not exclusive and are in addition to any other rights and remedies in law or in equity.

13.28) CONTRACT DOCUMENTS:

As defined previously, the Contract Documents are comprised of this Contract, the Request for Design-Build Services (RDBS) Step One and Step Two documents together with the Design Criteria Document and all addenda thereto, and the DESIGN-BUILDER's respective submittals/proposal to those RDBS documents, and the construction plans and specifications, samples shop drawings and other submittals as prepared by the DESIGN-BUILDER and approved for compliance in accordance with the previously issued Contract Documents by MDWASD. Unless specifically defined and approved in writing by MDWASD such as a substitution or waiver of a specific requirement, all requirements of the RDBS documents, including the Design Criteria Document, and this Contract take precedent over other Contract Documents

13.29) NO THIRD PARTY BENEFICIARIES

Nothing under the Contract Documents shall afford any third party to this Agreement, including members of the public, third-party beneficiary status hereunder

13.30) AMENDMENTS

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.31) HEADINGS

The headings used in these General Conditions of the Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.32) COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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OCI Project No. DB09-WASD-05 ARRA
Agreement No. 10PKCF001
03/04/2011

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Contract to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

**HARVEY RUVIN
Clerk of the Court**

Mayor

By: Diane Collins, Clerk of the Board

By:

Signature

Signature

Date: _____

Date: _____

Distribution:
Clerk of the Board (Original)
MDWASD Intergovernmental Affairs Section (Original)
Office of Capital Improvements
Department of Small Business
Design-Builder (Original)
General Services Administration Risk Management

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ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

EXHIBIT "B"

PART 2

This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS							
NAME OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3

This part is to be executed by the Prime Consultant and forwarded to the User Department.

Sworn before me: _____ This _____ day of _____, 2002

SIGNATURE OF AFFIANT (PRIME CONSULTANT)

PRINTED NAME OF AFFIANT

TITLE

DATE

NOTARY PUBLIC

COUNTY USE

This part is to be completed by the User Department at the time of Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROCLAIMING PERSON

PRINT NAME

DATE

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SDWWTP COGENERATION FACILITY UPGRADE
PHASE 1 - DESIGN / PERMITTING / SHOP DRAWINGS

Activity ID	Activity Description	Orig. Dwg. No.	Early Start	Early Finish	Total Float
GENERAL CONDITIONS:					
GENC100	NOTICE TO PROCEED	0	30JUN11*		0
GENC180	COMPLETE & SUBMIT 60% DESIGN REVIEW	17	30JUN11	22JUL11	0
GENC130	PREPARE & SUBMIT PROJECT SCHEDULE	10	30JUN11	13JUL11	17
GENC177	COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)	1	30JUN11	30JUN11	642
GENC110	DESIGN & PERMIT MOBILIZATION	10	14JUL11	27JUL11	17
GENC140	REVIEW & APPROVE PROJECT SCHEDULE	20	14JUL11	10AUG11	34
GENC190	REVIEW & APPROVE 60% DESIGN DRAWINGS	20	25JUL11	19AUG11	0
GENC200	COMPLETE & SUBMIT 90% DESIGN DRAWINGS	20	25JUL11	16SEP11	0
GENC150	EXPLORATORY EXCAVATIONS & SURVEY	20	28JUL11	24AUG11	17
GENC220	REVIEW & APPROVE 90% DESIGN DRAWINGS	7	19SEP11	27SEP11	0
GENC280	PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.	0		27SEP11	0
GENC160	REVIEW & APPROVE BUILDING PERMIT	43	28SEP11	25NOV11	0
GENC210	COMPLETE 100% DESIGN	10	28SEP11	11OCT11	56
GENC300	Phase 1.2 - OBTAIN BUILDING PERMIT	0		25NOV11	0
GENC170	COMMENCE NEW CONSTRUCTION	0	28NOV11		23
GENC310	PHASE 1.3 - COMPLETE ANCILLARY EQUIP. SUBMITTALS	0		25JAN12	0
SHOP DRAWINGS & SUBMITTALS:					
11230	PREPARE & SUB. COGENERATION UNIT PACKAGE	40	30JUN11	24AUG11	0
13620	PREPARE & SUB. PLC & RTU MODIFICATIONS	90	30JUN11	02NOV11	0
16530	PREPARE & SUB. 4160V SWITCHGEAR	44	30JUN11	30AUG11	0
16560	PREPARE & SUB. 480V MCC-D1a, D1b, & D2	44	30JUN11	30AUG11	0
11320	PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES	40	30JUN11	24AUG11	4
11350	PREPARE & SUB. LANDFILL GAS CARBON FILTERS	40	30JUN11	24AUG11	4
15380	PREPARE & SUB. ABSORPTION CHILLER PACKAGE	40	30JUN11	24AUG11	4
15410	PREPARE & SUB. BACK-UP AIR COOLED CHILLER	40	30JUN11	24AUG11	4
15440	PREPARE & SUB. AIR HANDLING UNITS	40	30JUN11	24AUG11	4
11320A	PREPARE & SUB. DIGESTER GAS SCRUB CARBON FILTERS	40	30JUN11	24AUG11	4
11650	PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES	60	30JUN11	21SEP11	18
16590	PREPARE & SUB. CONDUIT, WIRE & MISC. ELEC. EQ.	40	30JUN11	24AUG11	53
033000	PREPARE & SUB. REBAR DRWGS ELEC RM SLAB & WALLS	40	30JUN11	24AUG11	84
15470	PREPARE & SUB. EXHAUST / SUPPLY FANS	40	30JUN11	24AUG11	90
15500	PREPARE & SUB. HVAC DUCTWORK & ACCES.	40	30JUN11	24AUG11	90
11240	REVIEW & APPROVE COGENERATION UNIT PACKAGE	20	25AUG11	21SEP11	0
11330	REVIEW & APPROVE DIGESTER GAS SCRUB IRON	20	25AUG11	21SEP11	4
11360	REVIEW & APPROVE LANDFILL GAS CARBON FILTERS	20	25AUG11	21SEP11	4
15390	REVIEW & APPROVE ABSORPTION CHILLER PACKAGE	20	25AUG11	21SEP11	4

- NOTICE TO PROCEED
- COMPLETE & SUBMIT 60% DESIGN REVIEW
- PREPARE & SUBMIT PROJECT SCHEDULE
- COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)
- DESIGN & PERMIT MOBILIZATION
- REVIEW & APPROVE PROJECT SCHEDULE
- REVIEW & APPROVE 60% DESIGN DRAWINGS
- COMPLETE & SUBMIT 90% DESIGN DRAWINGS
- EXPLORATORY EXCAVATIONS & SURVEY
- REVIEW & APPROVE 90% DESIGN DRAWINGS
- PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.
- REVIEW & APPROVE BUILDING PERMIT
- COMPLETE 100% DESIGN
- Phase 1.2 - OBTAIN BUILDING PERMIT
- COMMENCE NEW CONSTRUCTION
- PHASE 1.3 - COMPLETE ANCILLARY EQUIP. SUBMITTALS
- PREPARE & SUB. COGENERATION UNIT PACKAGE
- PREPARE & SUB. PLC & RTU-MODIFICATIONS
- PREPARE & SUB. 4160V SWITCHGEAR
- PREPARE & SUB. 480V MCC-D1a, D1b, & D2
- PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES
- PREPARE & SUB. LANDFILL GAS CARBON FILTERS
- PREPARE & SUB. ABSORPTION CHILLER PACKAGE
- PREPARE & SUB. BACK-UP AIR COOLED CHILLER
- PREPARE & SUB. AIR HANDLING UNITS
- PREPARE & SUB. DIGESTER GAS SCRUB CARBON FILTERS
- PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES
- PREPARE & SUB. CONDUIT, WIRE & MISC. ELEC. EQ.
- PREPARE & SUB. REBAR DRWGS ELEC RM SLAB & WALLS
- PREPARE & SUB. EXHAUST / SUPPLY FANS
- PREPARE & SUB. HVAC DUCTWORK & ACCES.
- REVIEW & APPROVE COGENERATION UNIT PACKAGE
- REVIEW & APPROVE DIGESTER GAS SCRUB IRON SPONGES
- REVIEW & APPROVE LANDFILL GAS CARBON FILTERS
- REVIEW & APPROVE ABSORPTION CHILLER PACKAGE

Start Date: 30JUN11
 Finish Date: 16DEC13
 Data Date: 30JUN11
 Run Date: 15MAR11 13:35

CGN2

POOLE & KENT COMPANY OF FLORIDA
 SDWWTP COGENERATION FACILITY UPGRADE

PRELIMINARY SCHEDULE

Sheet 1 of 6

Date	Revision	Checked	Approved

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Activity ID	Activity Description	Orig Dur	Early Start	Early Finish	Total Float	2011		2012	
						Activity ID	Activity Description	Activity ID	Activity Description
GENC115	START-UP & PERFORM. TEST COGEN UNIT 5	10	17JAN13	30JAN13	0				
GENC745	DEMO EXIST. COGEN UNIT NO. 1 AND ACCESS.	15	31JAN13	20FEB13	0				
GENC690	PHASE 2.4b - INSTALL & COM. OF COGEN UNIT NO. 5	0		20FEB13	0				
SITE WORK									
03730	CUT & REMOVE ASPHALT FOR NEW ELECTRIC BLDG	2	28NOV11	28NOV11	29				
16770	RELOCATE / SUPPORT EXISTING DUCT-BANKS	10	30NOV11	13DEC11	44				
163000	MANHOLES	20	14DEC11	10JAN12	61				
15740	RELOCATE EXISTING 16" ECWR & OFFSET 4" CLW	10	15DEC11	28DEC11	18				
15750	RELOCATE 10" DHWS/R LINES	10	30DEC11	12JAN12	18				
16775	NEW 480V D.B. - EXIST. ELEC. RM - EFF. P.S.	30	11JAN12	21FEB12	61				
15760	RELOCATE 10" WATER MAIN & FIRE HYDRANT	3	16JAN12	18JAN12	18				
03780	BULK EXCAVATION FOR NEW ELECTRICAL BLDG	5	19JAN12	26JAN12	18				
NEW ELECTRICAL BUILDING									
03790	INSTALL BUILDING SUB-BASE & COMPACTION	5	26JAN12	01FEB12	18				
03800	INSTALL VAPOR BARRIER	1	02FEB12	02FEB12	18				
03805	FRP BASEMENT SLAB - EL 4.0	10	03FEB12	16FEB12	18				
03810	FRP BASEMENT WALLS TO - EL 11.0	10	17FEB12	01MAR12	18				
03815	FRP BASEMENT WALLS TO - EL 16.5	10	02MAR12	15MAR12	18				
16920	U/G CONDUITS - EXIST. BASEMENT - NEW ELEC. BLDG	10	02MAR12	15MAR12	18				
15005	U/G CHILLED H2O PIPE - EXST BASE. - NEW ELEC.	5	02MAR12	08MAR12	23				
03825	INSTALL FLOOR JOISTS	2	16MAR12	19MAR12	18				
03830	FRP FLOOR SLAB - EL 16.0	10	20MAR12	02APR12	18				
03835	FPR COLUMNS - EL 26.0	5	03APR12	09APR12	18				
03840	FRP TIE-BEAMS - EL 26.0	10	10APR12	23APR12	18				
03845	FRP COLUMNS - EL 32.5	5	01MAY12	07MAY12	18				
03855	INSTALL CMU BLOCK TO ELEVATION 32.5	5	08MAY12	14MAY12	18				
03860	INSTALL ROOF JOISTS	2	15MAY12	16MAY12	18				
03865	FRP ROOF BEAMS & ROOF SLAB - EL 34.0	10	17MAY12	30MAY12	18				
03870	INSTALL CMU PARAPET & CAP	6	31MAY12	07JUN12	18				
03880	INSTALL ROOFING SYSTEM & FLASHING	5	08JUN12	14JUN12	18				
03875	INSTALL GLASS BLOCK	6	08JUN12	19JUN12	29				
162996	LIGHTNING PROTECTION	10	08JUN12	21JUN12	337				
03885	INSTALL DOORS & WINDOWS	3	15JUN12	19JUN12	18				
03895	RUB / PATCH / FINISH BLDG INTERIOR	3	20JUN12	22JUN12	18				
03900	FRP EXTERIOR STAIRS / WALKS / CANOPY	10	22JUN12	05JUL12	337				
162998	GROUNDING UP GRADE	20	22JUN12	19JUL12	357				
16920	CONDUITS IN BASEMENT TO 4160 SWITCHGEAR	15	25JUN12	13JUL12	18				
03890	PAINT / CAULK ELECTRIC BLDG INTER - NEW ELEC BLDG	5	25JUN12	29JUN12	26				
03905	RUB / PATCH / STUCCO FINISH BLDG EXTERIOR	10	25JUN12	06JUL12	336				
16985	INSTALL LIGHTING FIXTURES	2	02JUL12	03JUL12	26				
15000	SET AHU's	5	02JUL12	06JUL12	75				
15010	A/G CHILLED H2O PIPE - BASEMENT - AHU's	10	09JUL12	20JUL12	75				
03910	PAINT BUILDING EXTERIOR - NEW ELEC BLDG	5	08JUL12	13JUL12	336				
16915	INSTALL NEW 4160 SWITCHGEAR	15	16JUL12	03AUG12	18				
16965	CONDUITS FOR HVAC SYSTEMS	3	23JUL12	25JUL12	75				
16970	CONDUITS FOR LIGHTING SYSTEMS	3	26JUL12	30JUL12	77				

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Activity ID	Activity Description	Orig Dur	Early Start	Early Finish	Total Float	2014	2013
16050	4160V CONDUITS - ENGINES - NEW ELECTRIC BLDG	40	02MAR12	26APR12	59		
15300	SET & CONNECT ABSORPTION CHILLER	5	08MAR12	14MAR12	180		
18085	A/G CONDUITS/WIRE/TERM ABSORPTION CHILLER	10	15MAR12	28MAR12	180		
16055	TIE-IN 4160V CONDUITS TO COGEN UNIT 4	5	20SEP12	28SEP12	0		
18060	TIE-IN 4160V CONDUITS TO COGEN UNIT 5	5	04OCT12	10OCT12	0		
15305	CONNECT CHILLED WATER PIPE CHILLER/AHU'S	10	04OCT12	17OCT12	50		
EXISTING GAS/COMP/BOUND							
15205	U/G PIPE SYSTEMS - DIGESTER SCRUB/SPONGES/FILTERS	20	22FEB12	20MAR12	61		
15200	U/G PIPE SYSTEMS FOR AIR/COOL CHILLER SYSTEM	5	21MAR12	27MAR12	61		
16205	U/G ELECTRICAL DUCTBANKS - DIG. GAS SCRUB/SPONGES	20	21MAR12	17APR12	66		
15210	U/G PIPE SYSTEMS - LANDFILL SCRUB/CARBON FILTERS	20	28MAR12	24APR12	61		
16200	U/G ELECTRICAL DUCTBANKS - AIR-COOLED CHILLER	5	28MAR12	03APR12	91		
03920	FRP CONCRETE EQ PADS - DIGESTER SCRUB/SPONGES/FIL	15	18APR12	08MAY12	66		
16210	U/G ELEC CONDUITS - LANDFILL GAS SCRUB/CARBON FI	20	25APR12	22MAY12	61		
03915	FRP CONCRETE EQ PADS FOR AIR-COOLED-CHILL	5	09MAY12	15MAY12	66		
15225	SET & CONNECT - AIR-COOLED CHILLER SYSTEM	5	16MAY12	22MAY12	126		
03925	FRP CONCRETE EQ PADS - LANDFILL SCRUB/CARBON FIL	15	23MAY12	12JUN12	61		
15230	A/G PIPING AIR-COOLED CHILLER & PUMPS	5	23MAY12	29MAY12	126		
16215	A/G CONDUITS/WIRE/TERM - AIR-COOLED CHILLER SYS.	5	30MAY12	05JUN12	126		
15215	SET & CONNECT - DIGESTER SCRUB IRON SPONGES	20	28JUN12	25JUL12	50		
15220	SET & CONNECT - LANDFILL GAS CARBON FILTER	20	28JUN12	25JUL12	50		
15215A	SET & CONNECT - DIGESTER SCRUB CARBON FILTERS	20	28JUN12	25JUL12	50		
15235	A/G PIPING - LANDFILL GAS SCRUB/SPONGES/FILTERS	20	28JUL12	22AUG12	50		
15240	A/G PIPING - DIGESTERS GAS IRON SPONGES	20	26JUL12	22AUG12	50		
15240A	A/G PIPING - DIGESTERS GAS CARBON FILTERS	20	26JUL12	22AUG12	50		
16220	A/G CONDUITS/WIRE/TERM - DIG. SCRUB IRON SPONGES	20	23AUG12	19SEP12	50		
16225	A/G CONDUITS/WIRE/TERM - LANDFILL GAS SCRUB/CARB	20	23AUG12	19SEP12	50		
16220A	A/G CONDUITS/WIRE/TERM - DIG SCRUB CARBON FILTER	20	23AUG12	19SEP12	50		
PHASE 3A - INSTALL & COMMISSION NEW COGEN UNIT 3							
GENERAL CONDITIONS							
GENC705	START-UP & PERFORM. TEST COGEN UNIT NO. 3	10	11JUN13	24JUN13	0		
GENC700	PHASE 3.5a - INSTALL. & COM. OF COGE UNIT NO. 3	0	0	24JUN13	0		
NEW ELECTRICAL BUILDING							
16935	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 3	10	02MAY13	15MAY13	0		
16955	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 3	3	16MAY13	20MAY13	0		
EXISTING ELECTRICAL & CONTROL ROOMS							
16125	DEMO EXISTING SWITCH GEAR	10	21FEB13	06MAR13	20		
16095	SET MCC D2	5	07MAR13	13MAR13	20		
16135	CONDUIT 480V MMC D2 - UNIT NO. 3	5	11APR13	17APR13	0		
16130	PULL/TERM 480 VOLT MCC D2 - UNIT NO. 3	5	21MAY13	27MAY13	0		
17035	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 3	5	28MAY13	03JUN13	0		
17045	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 3	5	04JUN13	10JUN13	0		
EXISTING ENGINE ROOM							
11140	DEMO EXISTING COGEN UNIT NO. 3 / PIPE / ACCESS.	20	21FEB13	20MAR13	0		
11110	SET NEW COGEN UNIT NO. 3	10	21MAR13	03APR13	0		
11130	SET COGEN UNIT NO. 3 IN-TAKE & EXHAUST SYSTEM	5	04APR13	10APR13	43		

START-UP & PERFORM. TEST COGEN UNIT NO. 3
 PHASE 3.5a - INSTALL. & COM. OF COGE UNIT NO. 3

PULL/TERMINATE 4160V FEEDERS COGEN UNIT 3
 PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 3

DEMO EXISTING SWITCH GEAR
 CONDUIT 480V MMC D2 - UNIT NO. 3
 PULL/TERM 480 VOLT MCC D2 - UNIT NO. 3
 TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 3
 LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 3

DEMO EXISTING COGEN UNIT NO. 3 / PIPE / ACCESS
 SET NEW COGEN UNIT NO. 3
 SET COGEN UNIT NO. 3 IN-TAKE & EXHAUST SYSTEM

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EXHIBIT "D"

Activity ID	Activity Description	BI	BIS	Budgeted Cost
SDWWTP COGENERATION FACILITY UPGRADE				
Total				17,188,282.00
Bid Item 1				
11230	PREPARE & SUB. COGENERATION UNIT PACKAGE	1	1.01	0.00
GENC177	COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)	1	1.01	450,000.00
Subtotal		1	1.01	450,000.00
11240	REVIEW & APPROVE COGENERATION UNIT PACKAGE	1	1.02	0.00
GENC180	COMPLETE & SUBMIT 60% DESIGN REVIEW	1	1.02	450,000.00
GENC190	REVIEW & APPROVE 60% DESIGN DRAWINGS	1	1.02	0.00
Subtotal		1	1.02	450,000.00
GENC200	COMPLETE & SUBMIT 90% DESIGN DRAWINGS	1	1.03	450,000.00
GENC220	REVIEW & APPROVE 90% DESIGN DRAWINGS	1	1.03	0.00
GENC290	PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.	1	1.03	0.00
Subtotal		1	1.03	450,000.00
GENC210	COMPLETE 100% DESIGN	1	1.04	0.00
GENC215	DESIGN WORK FOR COORDINATION (10% B.I. #1)	1	1.04	150,000.00
Subtotal		1	1.04	150,000.00
Subtotal		1		1,500,000.00
Bid Item 2				
GENC160	REVIEW & APPROVE BUILDING PERMIT	2	2.01	0.00
GENC300	Phase 1.2 - OBTAIN BUILDING PERMIT	2	2.01	100,000.00
Subtotal		2	2.01	100,000.00
Subtotal		2	2.01	100,000.00
Bid Item 3				
11320	PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES	3	3.01	0.00
11330	REVIEW & APPROVE DIGESTER GAS SCRUB IRON SPONGES	3	3.01	0.00
11650	PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES	3	3.01	0.00
11660	REVIEW & APPROVE D.I. STL PIPE, FITTING & ACCES	3	3.01	0.00
13620	PREPARE & SUBMIT PLC & RTU MODIFICATIONS	3	3.01	0.00
13630	REVIEW & APPROVE PLC & RTU MODIFICATIONS	3	3.01	0.00
15380	PREPARE & SUB. ABSORPTION CHILLER PACKAGE	3	3.01	0.00
15390	REVIEW & APPROVE ABSORPTION CHILLER PACKAGE	3	3.01	0.00
15410	PREPARE & SUB. BACK-UP AIR COOLED CHILLER	3	3.01	0.00
15420	REVIEW & APPROVE BACK-UP AIR COOLED CHILLER	3	3.01	0.00
15440	PREPARE & SUB. AIR HANDLING UNITS	3	3.01	0.00
15450	REVIEW & APPROVE AIR HANDLING UNITS	3	3.01	0.00
15470	PREPARE & SUB. EXHAUST / SUPPLY FANS	3	3.01	0.00
15480	REVIEW & APPROVE EXHAUST / SUPPLY FANS	3	3.01	0.00
15500	PREPARE & SUB. HVAC DUCTWORK & ACCES.	3	3.01	0.00
15510	REVIEW & APPROVE HVAC DUCTWORK & ACCES.	3	3.01	0.00

Start Date 29APR11
 Finish Date 02SEP14
 Data Date 29APR11
 Run Date 09MAR11 10:20

CGN2

Sheet 1 of 6

Cogeneration Facility Upgrade Cost Breakdown

Sort by Bid Item

Date	Revision	Checked	Approved

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Activity ID	Activity Description	BI	BIS	Budgeted Cost
Subtotal		4	4.04	345,850.00
15140	INSTALL ENGINE ROOM FANS	4	4.05	28,400.00
15145	INSTALL ENGINE ROOM DUCTWORK	4	4.05	204,000.00
15150	START-UP AND TEST ENGINE ROOM EXHAUST SYSTEM	4	4.05	0.00
15490	FAB & DELIVER EXHAUST / SUPPLY FANS	4	4.05	133,600.00
15520	FAB & DELIVER HVAC DUCTWORK & ACCES.	4	4.05	225,600.00
Subtotal		4	4.05	589,800.00
16000	SET NEW 480V MCC - D1a & D1b	4	4.06	310,500.00
16005	PULL/TERMINATE 480V MMC FEEDER FROM EFF. P.S.	4	4.06	267,975.00
16010	CONDUITS MCC-D EXIST. BASE, 480V D.B., EFF. P.S.	4	4.06	182,250.00
16035	CONTROL CONDUITS RTU 19 & MASTER LCP	4	4.06	101,250.00
16040	CONTRL CONDUITS NEW ELEC. BLDG - MASTER LCP/RTU	4	4.06	168,750.00
16045	PULL/TERM CONTRL WIRE RTU-MASTER LCP-NEW ELEC.	4	4.06	182,250.00
16050	4160V CONDUITS - ENGINES - NEW ELECTRIC BLDG	4	4.06	47,250.00
16055	TIE-IN 4160V CONDUITS TO COGEN UNIT 4	4	4.06	3,375.00
16060	TIE-IN 4160V CONDUITS TO COGEN UNIT 5	4	4.06	3,375.00
16080	SET NEW LCP UNITS 4, 5 & MASTER LCP	4	4.06	87,750.00
16085	A/G CONDUITS/WIRE/TERM ABSORPTION CHILLER	4	4.06	20,250.00
16090	PULL/TERM POWER MCC - D1a & D1b	4	4.06	174,488.00
16095	SET MCC D2	4	4.06	99,900.00
16100	EXPOSED CONDUITS / DISCONNECTS / WIRE FANS	4	4.06	34,425.00
16105	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 4	4	4.06	20,250.00
16110	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 5	4	4.06	20,250.00
16125	DEMO EXISTING SWITCH GEAR	4	4.06	8,775.00
16200	U/G ELECTRICAL DUCTBANKS - AIR-COOLED CHILLER	4	4.06	14,175.00
16205	U/G ELECTRICAL DUCTBANKS - DIG. GAS SCRUB/SPONGS	4	4.06	14,175.00
16215	A/G CONDUITS/WIRE/TERM - AIR-COOLED CHILLER SYS.	4	4.06	30,375.00
16220	A/G CONDUITS/WIRE/TERM - DIG. SCRUB IRON SPONGES	4	4.06	13,770.00
16550	FAB & DELIVER 4160V SWITCHGEAR	4	4.06	0.00
16580	FAB & DELIVER 480V MCC-D1a, D1b, & D2	4	4.06	0.00
16610	FAB & DELIVER CONDUIT, WIRE & MISC. ELEC. EQ.	4	4.06	0.00
16770	RELOCATE / SUPPORT EXISTING DUCT-BANKS	4	4.06	111,375.00
16775	NEW 480V D.B. - EXIST. ELEC. RM - EFF. P.S.	4	4.06	236,250.00
16820	U/G CONDUITS - EXIST. BASEMENT - NEW ELEC. BLDG	4	4.06	47,250.00
16915	INSTALL NEW 4160 SWITCHGEAR	4	4.06	1,215,000.00
16920	CONDUITS IN BASEMENT TO 4160 SWITCHGEAR	4	4.06	155,250.00
16925	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 4	4	4.06	6,075.00
16930	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 5	4	4.06	6,075.00
16945	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 4	4	4.06	6,075.00
16950	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 5	4	4.06	6,075.00
16965	CONDUITS FOR HVAC SYSTEMS	4	4.06	34,425.00
16970	CONDUITS FOR LIGHTING SYSTEMS	4	4.06	20,925.00
16975	PULL/TERMINATE/WIRE HVAC SYSTEMS	4	4.06	16,875.00
16980	PULL/TERMINATE/WIRE LIGHTING SYSTEMS	4	4.06	24,975.00
16985	INSTALL LIGHTING FIXTURES	4	4.06	87,283.00
17000	PULL/TERMINATE 4160V FEEDERS EFF P. S.	4	4.06	155,250.00
162995	ELECTRICAL TESTING	4	4.06	67,500.00
162996	LIGHTNING PROTECTION	4	4.06	60,750.00
162997	FIRE ALARM	4	4.06	47,250.00
162998	GROUNDING UP GRADE	4	4.06	74,250.00
162999	CONCRETE CORING AND CUTTING	4	4.06	33,750.00
163000	MANHOLES	4	4.06	39,285.00
OWN1015	ONWER'S S-808 CONTRACT TO PULL & TERM 4160 FEED	4	4.06	0.00

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Activity ID	Activity Description	BI	BIS	Budgeted Cost
16935	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 3	5	5.02	4,500.00
16940	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 2	5	5.02	4,500.00
16955	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 3	5	5.02	4,500.00
16960	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 2	5	5.02	4,500.00
16990	CONDUIT 480V MCC D2 - UNIT NO. 2	5	5.02	12,500.00
16995	PULL/TERM 480V MCC D2 - UNIT NO. 2	5	5.02	62,500.00
Subtotal	REVIEW & APPROVE 90% DESIGN DRAWINGS	1	1.03	0.00

17035	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 3	5	5.03	5,000.00
17040	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 2	5	5.03	5,000.00
17045	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 3	5	5.03	11,936.00
17050	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 2	5	5.03	11,936.00
Subtotal		5	5.03	33,872.00
Subtotal		1		1,500,000.00

Bid Item 6

03790	INSTALL BUILDING SUB-BASE & COMPACTION	6	6.01	71,243.00
03800	INSTALL VAPOR BARRIER	6	6.01	9,000.00
03805	FRP BASEMENT SLAB - EL 4.0	6	6.01	168,000.00
03810	FRP BASEMENT WALLS TO - EL 11.0	6	6.01	49,500.00
03815	FRP BASEMENT WALLS TO - EL 16.5	6	6.01	10,800.00
03825	INSTALL FLOOR JOISTS	6	6.01	28,750.00
03830	FRP FLOOR SLAB - EL 18.0	6	6.01	20,000.00
03835	FRP COLUMNS - EL 26.0	6	6.01	13,750.00
03840	FRP TIE-BEAMS - EL 26.0	6	6.01	31,250.00
03845	FRP COLUMNS - EL 32.5	6	6.01	7,500.00
03850	INSTALL CMU BLOCK TO ELEVATION 26.0	6	6.01	33,750.00
03855	INSTALL CMU BLOCK TO ELEVATION 32.5	6	6.01	11,250.00
03880	INSTALL ROOF JOISTS	6	6.01	10,000.00
03865	FRP ROOF BEAMS & ROOF SLAB - EL 34.0	6	6.01	8,750.00
03870	INSTALL CMU PARAPET & CAP	6	6.01	5,000.00
03875	INSTALL GLASS BLOCK	6	6.01	5,000.00
03880	INSTALL ROOFING SYSTEM & FLASHING	6	6.01	30,000.00
03885	INSTALL DOORS & WINDOWS	6	6.01	27,500.00
03890	PAINT /CAULK ELECTRIC BLDG INTER - NEW ELEC BLDG	6	6.01	25,000.00
03895	RUB / PATCH / FINISH BLDG INTERIOR	6	6.01	8,750.00
03900	FRP EXTERIOR STAIRS / WALKS / CANOPY	6	6.01	10,000.00
03905	RUB / PATCH / STUCCO FINISH BLDG EXTERIOR	6	6.01	18,750.00
03910	PAINT BUILDING EXTERIOR - NEW ELEC BLDG	6	6.01	25,000.00
033010	FABRICATE & DELIVER REBAR ELEC RM SLAB & WALLS	5	6.01	0.00
Subtotal		6	6.01	628,543.00

03100	FRP DHWR PUMP & HEAT EX. PADS UNITS 4 & 5	6	6.02	5,500.00
03105	FRP ABSORPTION CHILLER EQ. PAD	6	6.02	5,500.00
03892	PAINT / CAULK ELECTRIC BLDG INTERIOR - EXISTING	6	6.02	170,500.00
03912	PAINT BUILDING EXTERIOR - EXISTING	6	6.02	66,000.00
Subtotal		6	6.02	247,500.00

03730	CUT & REMOVE ASPHALT FOR NEW ELECTRIC BLDG	6	6.03	33,750.00
03780	BULK EXCAVATION FOR NEW ELECTRICAL BLDG	6	6.03	63,750.00
03915	FRP CONCRETE EQ PADS FOR AIR-COOLED-CHILL SYSTEM	6	6.03	4,250.00
03920	FRP CONCRETE EQ PADS - DIGESTER SCRUB/SPONGS/FIL	6	6.03	22,206.00
Subtotal		6	6.03	123,956.00

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Activity ID	Activity Description	Budgeted Cost
SDWWTP COGENERATION FACILITY UPGRADE		
Total		17,188,282.00
PHASE 1 - DESIGN / PERMITTING / SHOP DRAWINGS		
GENERAL CONDITIONS		
Subtotal		1,750,000.00
PERMITTING		
GENC100	NOTICE TO PROCEED	0.00
GENC130	PREPARE & SUBMIT PROJECT SCHEDULE	0.00
GENC177	COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)	450,000.00
GENC110	DESIGN & PERMIT MOBILIZATION	250,000.00
GENC140	REVIEW & APPROVE PROJECT SCHEDULE	0.00
GENC150	EXPLORATORY EXCAVATIONS & SURVEY	0.00
GENC290	PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.	0.00
GENC160	REVIEW & APPROVE BUILDING PERMIT	0.00
GENC300	Phase 1.2 - OBTAIN BUILDING PERMIT	100,000.00
GENC170	COMMENCE NEW CONSTRUCTION	0.00
GENC310	PHASE 1.3 - COMPLETE ANCILLARY EQUIP. SUBMITTALS	50,000.00
ENGINEERING DESIGN		
GENC180	COMPLETE & SUBMIT 60% DESIGN REVIEW	450,000.00
GENC190	REVIEW & APPROVE 60% DESIGN DRAWINGS	0.00
GENC200	COMPLETE & SUBMIT 90% DESIGN DRAWINGS	450,000.00
GENC220	REVIEW & APPROVE 90% DESIGN DRAWINGS	0.00
GENC210	COMPLETE 100% DESIGN	0.00
SHOP DRAWINGS & SUBMITTALS		
Subtotal		5,369,687.00
GENERAL CONSTRUCTION		
033000	PREPARE & SUB REBAR DRWGS ELEC RM SLAB & WALLS	0.00
033005	REVIEW AND APPROVE REBAR DRWGS ELEC RM SLAB & WAL	0.00
033010	FABRICATE & DELIVER REBAR ELEC RM SLAB & WALLS	0.00
PROCESS MECHANICAL		
11230	PREPARE & SUB. COGENERATION UNIT PACKAGE	0.00
11320	PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES	0.00
11350	PREPARE & SUB. LANDFILL GAS CARBON FILTERS	0.00
11320A	PREPARE & SUB. DIGESTER GAS SCRUB CARBON FILTERS	0.00
11650	PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES	0.00
11240	REVIEW & APPROVE COGENERATION UNIT PACKAGE	0.00
11330	REVIEW & APPROVE DIGESTER GAS SCRUB IRON SPONGES	0.00
11360	REVIEW & APPROVE LANDFILL GAS CARBON FILTERS	0.00
11330A	REVIEW & APPR DIGESTER GAS SCRUB CARBON FILTERS	0.00
11250	FABRICATE & DELIVER COGENERATION UNIT 4	924,000.00
11660	REVIEW & APPROVE D.I. STL PIPE, FITTING & ACCES	0.00
11340	FAB & DELIVER DIGESTER GAS SCRUBBER IRON SPONGES	284,970.00
11370	FAB & DELIVER LANDFILL GAS CARBON FILTERS	0.00
11340A	FAB & DELIVER DIGESTER GAS SCRUBBER CARBON FILTER	0.00
11270	FABRICATE & DELIVER COGENERATION UNIT 3	706,037.00
11280	FABRICATE & DELIVER COGENERATION UNIT 2	706,037.00
11670	FAB & DELIVER D.I. & STL PIPE, FITTINGS & ACCES	558,062.00
11260	FABRICATE & DELIVER COGENERATION UNIT 5	924,000.00
Start Date	26APR11	CGN2
Finish Date	02SEP14	Sheet 1 of 7
Data Date	29APR11	Cogeneration Facility Upgrade
Run Date	09MAR11 10:19	Cost Breakdown
		Sort by Area
	Date	Revision
	Checked	Approved

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Activity ID	Activity Description	Budgeted Cost
MECHANICAL		
15740	RELOCATE EXISTING 16" ECWR & OFFSET 4" CLW	38,310.00
15750	RELOCATE 10" DHWS/R LINES	18,000.00
15760	RELOCATE 10" WATER MAIN & FIRE HYDRANT	4,200.00
ELECTRICAL		
16770	RELOCATE / SUPPORT EXISTING DUCT-BANKS	111,375.00
16775	NEW 480V D.B. - EXIST. ELEC. RM - EFF. P. S.	236,250.00
NEW ELECTRICAL BUILDING		
Subtotal		2,510,901.00
GENERAL CONSTRUCTION		
03790	INSTALL BUILDING SUB-BASE & COMPACTION	71,243.00
03800	INSTALL VAPOR BARRIER	9,000.00
03805	FRP BASEMENT SLAB - EL 4.0	168,000.00
03810	FRP BASEMENT WALLS TO - EL 11.0	49,500.00
03815	FRP BASEMENT WALLS TO - EL 16.5	10,800.00
03825	INSTALL FLOOR JOISTS	28,750.00
03830	FRP FLOOR SLAB - EL 18.0	20,000.00
03835	FRP COLUMNS - EL 26.0	13,750.00
03850	INSTALL CMU BLOCK TO ELEVATION 26.0	33,750.00
03840	FRP TIE-BEAMS - EL 26.0	31,250.00
03845	FRP COLUMNS - EL 32.5	7,500.00
03855	INSTALL CMU BLOCK TO ELEVATION 32.5	11,250.00
03860	INSTALL ROOF JOISTS	10,000.00
03865	FRP ROOF BEAMS & ROOF SLAB - EL 34.0	8,750.00
03870	INSTALL CMU PARAPET & CAP	5,000.00
03880	INSTALL ROOFING SYSTEM & FLASHING	30,000.00
03875	INSTALL GLASS BLOCK	5,000.00
03885	INSTALL DOORS & WINDOWS	27,500.00
03895	RUB / PATCH / FINISH BLDG INTERIOR	8,750.00
03900	FRP EXTERIOR STAIRS / WALKS / CANOPY	10,000.00
03890	PAINT /CAULK ELECTRIC BLDG INTER - NEW ELEC BLDG	25,000.00
03905	RUB / PATCH / STUCCO FINISH BLDG EXTERIOR	18,750.00
03910	PAINT BUILDING EXTERIOR - NEW ELEC BLDG	25,000.00
HVAC		
15005	U/G CHILLED H2O PIPE - EXST BASE. - NEW ELEC.	37,500.00
15000	SET AHU's	25,825.00
15010	A/G CHILLED H2O PIPE - BASEMENT - AHU's	37,500.00
ELECTRICAL		
16820	U/G CONDUITS - EXIST. BASEMENT - NEW ELEC. BLDG	47,250.00
16920	CONDUITS IN BASEMENT TO 4160 SWMTCGEAR	155,250.00
16985	INSTALL LIGHTING FIXTURES	87,283.00
16915	INSTALL NEW 4160 SWITCHGEAR	1,215,000.00
16965	CONDUITS FOR HVAC SYSTEMS	34,425.00
16970	CONDUITS FOR LIGHTING SYSTEMS	20,925.00
17000	PULL/TERMINATE 4160V FEEDERS EFF P. S.	155,250.00
16925	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 4	6,075.00
16930	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 5	6,075.00
16945	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 4	6,075.00
16950	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 5	6,075.00
16975	PULL/TERMINATE/WIRE HVAC SYSTEMS	16,875.00
16980	PULL/TERMINATE/WIRE LIGHTING SYSTEMS	24,975.00
EXISTING ELECTRICAL & CONTROL ROOMS		
Subtotal		1,622,563.00
ELECTRICAL		
16000	SET NEW 480V MCC - D1a & D1b	310,500.00

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Activity ID	Activity Description	Budgeted Cost
PROCESS MECHANICAL		
15205	U/G PIPE SYSTEMS - DIGESTER SCRUB/SPONGES/FILTERS	87,760.00
15210	U/G PIPE SYSTEMS - LANDFILL SCRUB/CARBON FILTERS	132,720.00
15215	SET & CONNECT - DIGESTER SCRUB IRON SPONGES	10,120.00
15220	SET & CONNECT - LANDFILL GAS CARBON FILTER	0.00
15235	A/G PIPING - LANDFILL GAS SCRUB/SPONGES/FILTERS	0.00
15240	A/G PIPING - DIGESTERS GAS IRON SPONGES	43,164.00
15240A	A/G PIPING - DIGESTERS GAS CARBON FILTERS	0.00
MECHANICAL		
15200	U/G PIPE SYSTEMS FOR AIR/COOL CHILLER SYSTEM	10,975.00
15225	SET & CONNECT - AIR-COOLED CHILLER SYSTEM	16,300.00
15230	A/G PIPING AIR-COOLED CHILLER & PUMPS	37,500.00
ELECTRICAL		
16205	U/G ELECTRICAL DUCTBANKS - DIG. GAS SCRUB/SPONGES	14,175.00
16200	U/G ELECTRICAL DUCTBANKS - AIR-COOLED CHILLER	14,175.00
16210	U/G ELEC CONDUITS - LANDFILL GAS SCRUB/CARBON FI	0.00
16215	A/G CONDUITS/WIRE/TERM - AIR-COOLED CHILLER SYS.	30,375.00
15215A	SET & CONNECT - DIGESTER SCRUB CARBON FILTERS	0.00
16220	A/G CONDUITS/WIRE/TERM - DIG. SCRUB IRON SPONGES	13,770.00
16225	A/G CONDUITS/WIRE/TERM - LANDFILL GAS SCRUB/CARB	0.00
16220A	A/G CONDUITS/WIRE/TERM - DIG SCRUB CARBON FILTER	0.00
PHASE 3A - INSTALL & COMMISSION NEW COGEN UNIT 3		
GENERAL CONDITIONS		
Subtotal		9,721.00
PROFESSIONAL FEES		
GENC705	START-UP & PERFORM. TEST COGEN UNIT NO. 3	9,721.00
GENC700	PHASE 3.5a - INSTALL & COM. OF COGE UNIT NO. 3	0.00
NEW ELECTRICAL BUILDING		
Subtotal		9,000.00
ELECTRICAL		
16935	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 3	4,500.00
16955	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 3	4,500.00
EXISTING ELECTRICAL & CONTROL ROOMS		
Subtotal		162,611.00
MECHANICAL		
16125	DEMO EXISTING SWITCH GEAR	8,775.00
16095	SET MCC D2	99,900.00
16135	CONDUIT 480V MMC D2 - UNIT NO. 3	12,000.00
16130	PULL/TERM 480 VOLT MCC D2 - UNIT NO. 3	25,000.00
INSTRUMENTATION & CONTROL		
17035	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 3	5,000.00
17045	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 3	11,936.00
EXISTING ENGINE ROOM		
Subtotal		43,899.00
MECHANICAL		
11140	DEMO EXISTING COGEN UNIT NO. 3 / PIPE / ACCESS.	1,164.00
11110	SET NEW COGEN UNIT NO. 3	10,600.00
11130	SET COGEN UNIT NO. 3 IN-TAKE & EXHAUST SYSTEM	17,135.00
ELECTRICAL		
16115	EXPOSED PWR/CONTRL COND/TBOXES/WIRE COGEN UNIT 3	15,000.00
EXISTING BASEMENT		
Subtotal		28,407.00
GENERAL CONSTRUCTION		
03110	FRP HEAT EX. PADS UNIT 3	0.00

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Activity ID	Activity Description	Budgeted Cost
ENGINEERING & DESIGN		
GENC215	DESIGN WORK FOR COORDINATION (10% B.I. #1)	150,000.00
SITE WORK		
Subtotal		39,285.00
ELECTRICAL		
163000	MANHOLES	39,285.00
NEW ELECTRICAL BUILDING		
Subtotal		249,750.00
ELECTRICAL		
162996	LIGHTNING PROTECTION	60,750.00
162998	GROUNDING UP GRADE	74,250.00
162997	FIRE ALARM	47,250.00
162995	ELECTRICAL TESTING	67,500.00
EXISTING ELECTRICAL & CONTROL ROOMS		
Subtotal		199,750.00
GENERAL CONSTRUCTION		
03912	PAIN BUILDING EXTERIOR - EXISTING	66,000.00
PROCESS MECHANICAL		
17065	INSTALL FIELD INSTRUMENTS	100,000.00
ELECTRICAL		
162999	CONCRETE CORING AND CUTTING	33,750.00
EXISTING ENGINE ROOM		
Subtotal		170,500.00
GENERAL CONSTRUCTION		
03892	PAIN / CAULK ELECTRIC BLDG INTERIOR - EXISTING	170,500.00
Subtotal		400,000.00
11150	FABRICATE & DELIVER AUX COGEN EQUIPMENT	400,000.00

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**IMPROVEMENTS TO THE EXISTING COGENERATION
FACILITY
AT THE SOUTH DISTRICT WASTEWATER
TREATMENT PLANT
OCI PROJECT NO. DB09-WASD-05 ARRA
CONTRACT NO. 10PKCF001**

DESIGN-BUILD CONTRACT

Made as of the ____ day of _____ in the year 2011.

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

And the DESIGN-BUILDER: Name: Poole & Kent Company of Florida
FEIN: 75-3163466
Address: 1781 N.W. North River Drive
Miami, Florida 33125
Phone Number: 305-325-1930
Fax Number: 305-324-0522
E-mail Address: patc@pkflorida.com

The term "DESIGN-BUILDER" shall include its officials, successors, legal representatives, and assigns.

For Project: IMPROVEMENTS TO THE EXISTING COGENERATION
FACILITY AT THE SOUTH DISTRICT WASTEWATER
TREATMENT PLANT

The COUNTY and the DESIGN-BUILDER agree as set forth herein:

DESIGN-BUILD SERVICES CONTRACT

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- EXHIBIT "C" - Schedule of Project
- EXHIBIT "D" - Contract Schedule of Values
- EXHIBIT "E" - Collusion Affidavit

ARTICLE 1 - ABBREVIATIONS AND DEFINITIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the ABBREVIATIONS and DEFINITIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

Whenever the following terms or pronouns in place of them appear in these Contract Documents the intent and meaning shall be interpreted as follows:

1.1) ABBREVIATIONS:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Official
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Insurance Association. (Successor to NBFU)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute (Successor to USASI and ASA)
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers Institute
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMA	Concrete Masonry Association
CPSC	Consumer Products Safety Council

CRSI	Concrete Reinforcing Steel Institute
DERM	Miami-Dade COUNTY Department of Environmental Resources Management
DIPRA	Ductile Iron Pipe Research Association
DPW	Miami-Dade COUNTY Department of Public Works
EEL	Edison Electric Institute
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FICA	Fisher Island Community Association
FPR	Federal Procurement Regulations
FS	Federal Specifications
GSA	Miami-Dade COUNTY General Services Administration
IEEE	Institute of Electrical and Electronics Engineers (Successor to AIEE)
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Standards Organization
JIC	Joint Industrial Council
MBMA	Metal Building Manufacturer's Association
MDC	Miami-Dade COUNTY
MDFD	Miami-Dade Fire Department
MDWASD	Miami-Dade Water and Sewer Department
MIL	Military Specifications
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration/Occupational Safety & Health Act
OCI	Miami-Dade COUNTY Office of Capital Improvements
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
SBD	Miami-Dade COUNTY Small Business Development Department (formerly DBD)
SFBC	South Florida Building Code
SFWMD	South Florida Water Management District
SMACCNA	Sheet Metal and Air Conditioning Design-Builders National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TIMA	Thermal Insulation Manufacturer's Association
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers

1.2) DEFINITIONS

ADDENDA: Written errata, interpretations and revisions to the Bid Documents issued by COUNTY prior to award of the project.

AS-BUILT DRAWINGS: Drawings produced by the DESIGN-BUILDER and provided to the DIRECTOR or the Director's designee as a final record of how the Work was actually constructed. These As-built Drawings are created from the DESIGN-BUILDER'S "issued for construction" plans and specifications including all revisions, shop drawings, requests for information and submittals, addendum and Change Order drawings, and the DESIGN-BUILDER as-built date record of the construction plans and specifications. Such as-built drawings are converted into the Record Plans in accordance with the Design Build Criteria Package Specifications.

CONTRACT: This document, inclusive of all attachments, the Contract Documents, the Contract Drawings, the Design Criteria Document and its attachments and references, addenda, and modifications. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference. As used herein, the term Contract shall mean the same as Contract.

ALIGNMENT: The horizontal and vertical location of a tunnel, street, pipeline or some other Work or related component as described by curves, tangents and elevations.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All applicable Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the Charter referenced in this Contract are posted on the website www.miamidade.gov.

APPLICATION FOR PAYMENT: The DESIGN-BUILDER invoice and associated documentation required for submittal to the MDWASD to request payments due under the Contract in a format acceptable to MDWASD.

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

BASIC SERVICES: Those design-build services defined in Article 12 "SCOPE OF SERVICES".

BID BOND: The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the DESIGN-BUILDER, as a guarantee or security that the DESIGN-BUILDER will enter into a contract with the COUNTY for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the DESIGN-BUILDER.

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

CERTIFICATE OF FINAL COMPLETION: A written notice issued by the COUNTY and concurred by the DESIGN-BUILDER that all conditions of the permits and regulatory agencies have been

met, all design, construction, reconstruction or rehabilitation including corrective work has been performed and all requirements of the Contract Documents have been completed, and the COUNTY has received from DESIGN-BUILDER a release of all liens, release of surety, release of claims by DESIGN-BUILDER, corrected as-built drawings, record drawings, and all other documents required by this Contract.

CHANGE NOTICE: A document issued by the COUNTY to the DESIGN-BUILDER specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written document ordering a change in the contract price or time or a material change in the work, as determined by the COUNTY.

CONSTRUCTION STAGING AREA: Property which may be available for use by the DESIGN-BUILDER during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONTRACT COMPLETION DATE(S): The effective date of Notice-To-Proceed (NTP) plus the Contract duration to specific milestone events or the specific Contract completion dates, as defined in Article 5 "THE PROJECT", as may be amended by change order.

CONTRACT DOCUMENTS: Documents applicable to and specific to the design and construction of an individual Project consisting of the Request for DESIGN-BUILDER Services (RDBS), including the Design Criteria Document with any and all exhibits and attachments, DESIGN-BUILDER proposal submitted in response to such RDBS documents, the executed Design-Build Contract and the specifications and drawings which are to be developed, signed and sealed by the DESIGN-BUILDER, with any addenda, and modifications thereto so long as such specifications and drawings are determined by the MDWASD, or its designated representatives, to be in compliance with the Contract Documents.

CONTRACT DRAWINGS: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN-BUILDER subsequent to NTP.

CONTRACT PRICE: The amount specified in Article 10 "BASIS OF COMPENSATION", pursuant to the terms and conditions of this Contract.

COUNTY (Miami-Dade County): a political subdivision of the State of Florida. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the Owner of this project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY's authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

COUNTY'S REPRESENTATIVE: The DIRECTOR or the Director's designee, individual(s) or firms(s), to act on his behalf in the administration of the Contract within the limits of their respective authorization. The Director's designee can include but is not limited to the Design Criteria Professional and MDWASD's Inspectors and Project Manager.

DAYS: Unless otherwise designated, days mean calendar days.

DESIGN-BUILDER (DESIGN-BUILD CONTRACTOR): The person, firm or corporation selected to perform the Work pursuant to this Contract. The DESIGN-BUILDER will be liable for the acceptable performance of, and payment of all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN-BUILDER shall be deemed to be a reference to DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the professional services, design, supply, construction/installation, and performance of all equipment, materials, and systems, and shall not be relieved of the responsibility for the performance of the project as defined in the Design Criteria Package.

DESIGN CRITERIA PACKAGE: The document provided as part of the Request for Design-Build Services (RDBS), Step Two, Evaluation of Technical and Price Proposal consisting of narrative description, quality standards and references, and other technical data, and performance-oriented drawings and/or specifications of the construction which stipulates the project scope of work and technical requirements for which all DESIGN-BUILDERS are to base their proposals. The Design Criteria Package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, space and distance requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the specific project.

DESIGN CRITERIA PROFESSIONAL (DESIGN CRITERIA CONSULTANT): A person or firm, employed by the County to provide professional architectural or engineering services in connection with the preparation of the Design Criteria Package and other project related work. The Design Criteria Professional for this project is the firm of CH2M Hill, Inc., currently located at 201 Alhambra Circle, Suite 600, Coral Gables, FL 33134, serving on behalf of Miami-Dade Water and Sewer Department (MDWASD). The Design-Criteria Professional acts as the DIRECTOR'S DESIGNEE.

DIRECT COST: The DESIGN-BUILDER'S cost of labor, material, equipment and subcontracts required to perform an element of work excluding mark-ups for profit, overhead, bond, insurance, small tools, incidentals, impact costs, indirect costs and DESIGN-BUILDER'S mark-ups on subcontractor work (See also Indirect Costs).

DIRECTOR (COUNTY'S REPRESENTATIVE): The DIRECTOR of the Miami-Dade Water and Sewer Department (MDWASD) who administers the Contract on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the DIRECTOR during the execution of the design and construction of the Project, and is authorized to administer the Project on a day-to-day basis. The DIRECTOR'S DESIGNEE can include but is not limited to the Design Criteria Professional and MDWASD's Inspectors and Project Manager.

EFFECTIVE DATE: The date that the Design-Build Contract is duly executed by all parties and is legally binding and enforceable.

EXTRA WORK: Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for extra work is governed by Article 10, "BASIS OF COMPENSATION".

FIELD ORDER: A written order issued by the COUNTY or designee which orders minor changes in the Project but which does not involve a change in the total cost or time or performance.

FINAL COMPLETION: The formal written communication from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that all of the Work and related requirements, including all physical work and final submittal of record drawings and specifications and all other documentation and services, including any remaining Work items identified at Substantial Completion or thereafter, are completed in accordance with the Contract Documents and accepted by the COUNTY. The status of completion of the Work, or a portion thereof, of a particular project or, by Contract Document formally and separately designated portion thereof, such that, in accordance with the provisions of the Contract Documents and their general intent, the project or portion thereof, is in a state such that no further Work or Services are required in accordance with the Contract Documents to render complete, and satisfactory work acceptable to MDWASD including any pending items whether or not they were listed after Substantial Completion, and all manuals, certifications, warranties, as-built plans and record documents, and any other documentation provided as required by MDWASD or other governing authority.

FURNISHING: Manufacturing, fabricating and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles, and conveyances necessary or required for the completion of Work.

INDIRECT COSTS: Costs, other than direct costs, required to perform an element of work. Indirect costs may include profit, overhead, bond, insurance, impact costs (including impact to unchanged work), small tools, incidentals, and DESIGN-BUILDER'S mark-up on subcontractor work paid in accordance with Contract Documents.

INSTALLATION or INSTALLING: Completely assembling, erecting, and connecting material, parts, components, supplies, and related equipment specified or required for the completion of the Work.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the DESIGN-BUILDER, and of the work performed by the DESIGN-BUILDER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the DESIGN-BUILDER and included in the Contract.

LIMIT OF WORK: Boundary within which the Work is to be performed.

MATERIAL: Materials incorporated in this Project or used or consumed in the performance of the Work.

MIAMI-DADE WATER AND SEWER DEPARTMENT (MDWASD): A Department of Miami-Dade County that maintains and operates the County's water and sewer system.

MILESTONE EVENT DATE(S) (Milestone Date(s)): A contractually mandated completion event date including Contract completion dates, as defined in the Contract, and represented in the project schedule. Milestone Dates may include interim dates within the duration of the Project or completion dates when Work, or portions of the Work, are required to be finished.

MOBILIZATION & ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the

Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted beyond the first ninety (90) days after NTP. Its purpose is to achieve an early common schedule basis for working coordination while the engineering, design and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire project.

NOTICE TO OCCUPY SITE: Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that allows the DESIGN-BUILDER to occupy the project site. Said authorization from the DIRECTOR or the Director's designee may be included in the Notice to Proceed.

NOTICE TO PROCEED (NTP): Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the Work and on which the Contract period begins.

NOTICE OF TERMINATION: Written notice from DIRECTOR to the DESIGN-BUILDER to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

PERMANENT SUBSURFACE EASEMENT: Underground space required to construct and maintain permanent subsurface facilities.

PERMANENT UTILITY EASEMENT: Area required to construct and maintain utility facilities.

PLANS (DRAWINGS AND SPECIFICATIONS): The preliminary and final plans and drawings and renderings of the Project and the preliminary outline and final specifications for the design-build services for the Project, which will be prepared by DESIGN-BUILDER, and will be made a part of the Contract Documents upon acceptance by the COUNTY.

PRICE PROPOSAL: The form of which the DESIGN-BUILDER provides his/her prices for the Work in the proposal provided in response to the RDBS.

PROJECT: The Scope of the Work and Services as defined in the Contract Documents including, but not limited to, the Design Criteria Package, this Contract with all amendments and the General and Special conditions, and General Requirement.

PROJECT INITIATION DATE: The date provided in the Notice to Proceed (NTP) upon which the Contract's time for performance begins.

PROJECT SCHEDULE: The baseline project schedule covering the entire scope and duration of the project prepared in the critical path method (CPM) and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the DESIGN-BUILDER to the DIRECTOR or the Director's designee for compliance review with the Contract Document. The PROJECT SCHEDULE indicates the durations and sequence of key activities of engineering, design, permitting construction, testing and commissioning, and indicates Milestone event dates as required by the Contract, including the Substantial and Final Completion dates.

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

RDBS: Request for Design-Build Services issued by the COUNTY to solicit proposals from Design-Build firms to perform the project.

REQUEST FOR CHANGE: A written request by the DESIGN-BUILDER to the DIRECTOR or the Director's designee requesting issuance of a Change Order for adjustment in period of performance and/or Contract Price.

RIGHT OF WAY: A term denoting land and property, and interests therein, acquired by the COUNTY

SAMPLES: Physical examples, provided by the DESIGN-BUILDER for review of compliance with the Contract Documents by the COUNTY, which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.

SCHEDULE OF VALUES: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the DESIGN-BUILDER promptly after award of the project, and agreed between the DESIGN-BUILDER and the COUNTY to serve as a basis for measuring progress of the Work and for making monthly progress payments to the DESIGN-BUILDER.

SCOPE OF SERVICES: The Scope of Services consists of Design-Build services to perform the design and construction of the Project as defined in the Request for Design-Build Services (RDBS) including the Design Criteria Package, as described in Article 12 "SCOPE OF SERVICES" of this contract. In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the project such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.

SCOPE OF WORK (WORK): The scope of the engineering, design, permitting, construction/installation, testing and commissioning and providing the necessary labor, materials, equipment, supervision and other services to fulfill all the contractual requirements as indicated in the Contract Documents, including addenda, modifications, or extensions thereto made by authorized changes. It includes but is not limited to, the physical components and facilities of the project, as well as activities related to designing, building and achieving performance of such components and facilities, all as delineated in the Design Criteria Package.

SHOP DRAWINGS: Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the design, fabrication or installation. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.

STATE: The State of Florida.

SUBCONSULTANT: A Subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed Contract with the DESIGN-BUILDER to furnish professional services for the Project Scope of Work. A SUBCONSULTANT does not furnish trade labor for construction.

SUBCONTRACTOR: A Subcontractor is a person or organization which is properly registered as a General or Trade contractor within the State for the particular trade or craft for which he/she will be performing work, who has signed a Contract with the DESIGN-BUILDER to furnish construction/installation-related services within the Project Scope of Work.

SUBSTANTIAL COMPLETION: The status of completion of the Work of a particular project, or portion thereof or, by Contract Document formally and separately designated portion thereof, such that the project, or portion thereof, is complete in accordance with the provisions of the Contract Documents and their general intent as regards to all aspects of occupancy, ingress, egress, habitability, functionality, and efficiency thereof, safety, durability and interaction with other existing or contemplated systems to perform in a manner intended by this Contract. Any work remaining after Substantial Completion shall be of a minor nature such that, should MDWASD elect to occupy and put into full service the facility and/or system constructed under the project, or portion thereof, said work may be accomplished without interference to an extent causing loss of efficiency to any of the above required aspects. The date of Substantial Completion is the date approved by MDWASD when the project is sufficiently complete to satisfactorily fulfill all of the above requirements.

SURETY: The surety company or individual which is bound by Contract Bond with and for the DESIGN-BUILDER who is primarily liable and which surety company or individual is responsible for DESIGN-BUILDER's acceptable performance of the work under this Contract and for the payment of all debts pertaining thereto with Section 255.05, Florida Statutes, as may be amended from time to time.

TECHNICAL PROVISIONS: Those provisions which specify the design requirements, materials, execution of construction, performance requirements, and method of measurement and payment for work entering into the project.

TEMPORARY CONSTRUCTION EASEMENT LINE: A boundary which describes the area available for construction operations.

VALUE ENGINEERING (VE): The systematic application of recognized techniques for optimizing both cost and performance and/or providing innovative techniques in a new or existing facility or system, or for eliminating or replacing items to reduce cost without significantly reducing the required functions and/or performance of the facility or system.

WORK SITE: The area enclosed by the site boundaries or limits of Work indicated in the Contract Documents and boundaries of local streets, waterways, public lands, temporary and permanent easements and other such physical locations in which the DESIGN-BUILDER is to perform the Work under the Contract. It shall also include areas obtained by the DESIGN-BUILDER for use in connection with the Contract, when contiguous to the limit or Work.

WORKING DRAWINGS: Drawings, calculations and catalog data, other than Contract Drawings furnished by the DESIGN-BUILDER and Shop Drawings prepared by the DESIGN-BUILDER, necessary or required for the DESIGN-BUILDER prosecution of the Work. The COUNTY and its Design Criteria Professional will not review Working Drawings and will not be responsible for their content or accuracy. They are the sole responsibility of the DESIGN-BUILDER.

ARTICLE 2 - INTERPRETATION

- 2.1) Documents comprising the Contract Documents are complementary and indicate the scope and requirements for the design, permitting, construction/installation, testing, commissioning and completion of the Work and Services. Anything mentioned in one document, including the Request for Design-Build Services (RDBS) and Design Criteria Package and not mentioned in the Contract shall be of like effect as if shown or mentioned in both.
- 2.2) Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package unless stated otherwise.
- 2.3) References to Articles or Sections include sub-articles or sub-sections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to sub-paragraphs.
- 2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of Proposals except where a particular issue is indicated. In case of conflict between municipal, utility, industry, and railroad standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.
- 2.5) In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance there under, will be governed by and decided according to the laws and regulations of Miami-Dade County, the State of Florida, and the United States of America. Any litigation which may arise out of this Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.
- 2.6) When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of receipt of Proposals except where a particular issue is indicated.
- 2.7) Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only, and shall be deemed not to modify or affect the rights and duties of parties to this Contract.

ARTICLE 3 - INTENTION OF THE COUNTY

- 3.1) It is the intent of the Contract Documents to result in the design and construction of a fully complete, fully functional Project based on the scope of work set forth in the RDBS as clarified in DESIGN-BUILDER'S proposal documents, ready in all aspects to be put to its intended use, that is designed and constructed by the DESIGN-BUILDER in accordance with the COUNTY-reviewed and fully-permitted Contract Documents prepared by DESIGN-BUILDER and accepted

by the COUNTY. Any work, materials or equipment that may reasonably be inferred from the Contract Documents based on the scope of work set forth in the RDBS as clarified in DESIGN-BUILDER'S proposal documents, as being required to produce the intended result will be supplied whether or not specifically called for.

ARTICLE 4 - RESPONSIBILITIES OF THE DESIGN-BUILDER

- 4.1) The parties acknowledge and agree that the COUNTY is purchasing, and the DESIGN-BUILDER is bound to deliver, the design, permitting, supply, fabrication/installation of four new Cummins cogeneration units, associated electrical equipment, electrical accessories/conduits and feeders in duct-banks, new electrical room for arc-flash switchgear, pressurized ventilation system for existing facility, programming of the equipment controls, system check out, start up, reliability demonstration, performance testing and warranty of all new cogeneration units and ancillary systems, including gas conditioning and heat recovery sub-systems that comprise the cogeneration system, as well as on-site training of MDWASD Operating and Maintenance staff in the operations and maintenance of the new cogeneration system and any supportive tasks ancillary to the primary scope of services.
- 4.2) The DESIGN-BUILDER shall be responsible for obtaining all necessary licenses and permits not being provided by the COUNTY, and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work.

The COUNTY shall establish a Dedicated Allowance Account to reimburse the actual agency permits fees cost to the DESIGN-BUILDER. The cost of such permits will exclude any DESIGN-BUILDER technical support, administrative and incidental cost which shall be included elsewhere by the DESIGN-BUILDER in the CONTRACT PRICE. The DESIGN-BUILDER shall protect, indemnify and hold harmless the Federal, State, County and municipal governments and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the DESIGN-BUILDER, his employees, agents or subconsultants and subcontractors. This contract includes a Contingency Period of days to be authorized at the sole and absolute discretion of the COUNTY'S REPRESENTATIVE. The COUNTY may grant extensions of time for delays in the issuance of the permits due to Force Majeure events at the COUNTY's discretion. The use of the Contingency Period will not be allowed for delays in obtaining the permits unless changes are approved by the COUNTY to the Contract Documents.

- 4.3) It is the DESIGN-BUILDER's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the work to be performed and for all persons working on the Project for whom a Certificate of Competency is required. Occupational licenses from Miami-Dade County firms will be required to be submitted within fifteen (15) days of notification of intent to award. Occupational licenses will be required pursuant to Chapter 205, Florida Statutes (2007).
- 4.4) The DESIGN-BUILDER shall be fully responsible for the actions of all persons working under its Contract, including but not limited to the Subconsultants, Subcontractors, suppliers and employees of each.
- 4.5) The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the work performed by DESIGN-BUILDER's Subconsultants), within the specified time period and for the specified Contract Price. The DESIGN-BUILDER's shall perform the work utilizing the skill,

knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to the COUNTY's requirements as set forth in the Contract Documents.

The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages caused by the DESIGN-BUILDER's negligent acts or errors or omissions in the performance of the Work as specified in Article 13.2 "ERRORS AND OMISSIONS" of this Contract. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its sole expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER's failure to perform in accordance with the above standards. The DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming design and construction services resulting from the DESIGN-BUILDER's deficiencies for a period from the commencement of this Contract until twelve (12) months following the Substantial Completion Date of the Work and for the period of liability required by applicable law. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections.

Neither the COUNTY's inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY's rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its sub-consultants or subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants or subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its subconsultants' or subcontractors misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of work by subconsultants or subcontractors, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of subconsultant's work. The DESIGN-BUILDER shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following the Substantial Completion date and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Final Completion.

- 4.6) The DESIGN-BUILDER agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to subcontractors and subconsultants into any and all subcontracts.
- 4.7) The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, Sub-consultants, and Subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.

- 4.9) The DESIGN-BUILDER shall maintain, at its sole cost, suitable and sufficient guards, barriers and, at night, suitable and sufficient lighting for the prevention of accidents and thefts.
- 4.10) The DESIGN-BUILDER shall keep itself fully informed of, and shall take into account and comply with all Applicable laws, all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part hereof. If any requirement or term of the Contract for this Project is in violation of any such law, ordinance, regulation, order or decree, the DESIGN-BUILDER shall forthwith report the same to MDWASD in writing. The DESIGN-BUILDER shall cause all its agents, employees, subconsultants and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Compliance with future laws, ordinances, regulations, orders and decrees may be the basis for DESIGN-BUILDER to receive additional time and or compensation in accordance with Articles 5.2.1 and 11.5.
- 4.11) In the event of a change after the effective date of this Contract in any federal, state, or county laws and municipal codes, ordinances and regulations which in any manner affects the Project, the DESIGN-BUILDER shall advise the COUNTY in writing, and the COUNTY may initiate a change order to bring the Project into compliance with all laws, ordinances, codes and regulations as amended or enacted.
- 4.12) The DESIGN-BUILDER shall pay all applicable sales, consumer, use and other taxes required by law. The DESIGN-BUILDER is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements.
- 4.13) The DESIGN-BUILDER, before commencing Work at the site, shall verify all governing dimensions at the site, and shall examine all adjoining areas, facilities, utilities, and other related conditions upon which the Work is in any way dependent for its perfect efficiency according to the intent of the Contract Documents and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and agreed in writing by COUNTY before the DESIGN-BUILDER begins any part of the Work.
- 4.14) The DESIGN-BUILDER shall satisfy itself by personal investigation and by such other means as the DESIGN-BUILDER may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Contract. The DESIGN-BUILDER shall be responsible for any additional soil tests and / or geotechnical investigations required to support the design and construction approach in executing the Project. In the pricing of the design and construction, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.
- 4.15) The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Document are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the DESIGN-BUILDER only, and no responsibility is assumed by the COUNTY, MDWASD or

other COUNTY departments or Agencies furnishing information for their accuracy or completeness. **No request for additional compensation or Project time resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The DESIGN-BUILDER shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Any and all costs including, but not limited to, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the DESIGN-BUILDER.**

- 4.16) All services shall be performed by the DESIGN-BUILDER in compliance with the Contract Documents to the satisfaction of the COUNTY.

ARTICLE 5 – THE PROJECT

- 5.1) **LOCATION:** The Project is located at 8950 S.W. 232 Street, Section 21, Township 56 South, Range 40 East in Miami Dade County, Florida. The system and equipment shall be installed in the existing cogeneration building, except for the gas conditioning equipment which may be installed either inside the existing building or within the secured (fenced) area near the existing scrubbers and storage spheres. It may also be necessary to expand the building to the north to accommodate a larger electrical room to house new electrical equipment. If this is necessary, the DESIGN-BUILDER shall design such an extension to match all existing building materials and design criteria.

It is agreed that DESIGN-BUILDER will carry out this Project within the services encompassed in this Agreement. All demolition, excavations and debris removal shall be performed in accordance with existing State of Florida and COUNTY environmental requirements and included in the DESIGN-BUILDER Contract Price.

The project includes furnishing all planning, engineering, design and permitting services as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the Contract Documents including the Design Criteria Document and work and services shall be in compliance with design and construction standards required by this Request for Design-Build Services (RDBS), the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (Federal, State, County or municipality) required in the process of providing the design, permitting, construction, testing and commissioning of the Project. It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed design documents for construction and installation which comply with all regulatory requirements and the Contract Documents.

The Project includes design, permitting, supply, fabrication/installation of four (4) new Cummins cogeneration units, associated electrical equipment, electrical accessories/conduits and feeders in duct-banks, new electrical room for arc-flash switchgear, pressurized ventilation system for existing facility, programming of the equipment controls, system check out, start up, reliability demonstration, performance testing and warranty of all new cogeneration units and ancillary systems, including gas conditioning and heat recovery sub-systems that comprise the cogeneration system, as well as on-site training of MDWASD Operating and Maintenance staff in the operations and maintenance of the new cogeneration system and any supportive tasks ancillary to the primary scope of services as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the

Contract Documents including the Design Criteria Document and work and services shall be in compliance with design and construction standards required by this Request for Design-Build Services (RDBS), the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, permitting, construction, testing and commissioning of the Project. It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed design documents for construction and installation which comply with all regulatory requirements and the Contract Documents.

Operate primarily on digester gas and also be capable of operating on with a seamless transition between fuels from 100% natural gas to 100% digester gas to 100% landfill gas or any combination of two or three fuels. Supply, without interruption, maximum rated load on digester gas for unlimited duration under ambient conditions specified.

Include a primary heat exchanger to transfer all thermal energy absorbed from the engine jacket coolant via the existing plant effluent system to the existing digester heating hot water distribution system.

Include a primary heat exchanger to transfer all thermal energy absorbed from the engine exhaust to the future sludge treatment heating system using a thermal oil heat exchanger designed to be mounted in the exhaust manifold.

Include auxiliary heat exchangers to transfer all thermal energy absorbed from auxiliary engine systems to existing Plant effluent water system.

Be capable of automatically synchronizing and operating in parallel with the utility supply system, other cogeneration packages including both new and existing units and the existing plant diesel fired Emergency Generators.

- 5.2) **TERM OF THE CONTRACT:** The DESIGN-BUILDER must design, build, test and commission the Work beginning on the date of the Notice to Proceed (NTP) to be issued by the COUNTY. It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed architectural and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of the COUNTY. DESIGN-BUILDER must design, build and achieve Substantial Completion, which includes of all the Work necessary to satisfactorily place the four (4) new Cummins cogeneration units into service, within Nine Hundred (900) consecutive calendar days (Milestone 2), such duration includes delivery time for materials and equipment from the Notice to Proceed (NTP) and in any case achieve Final Completion of all the Work and Services under this Contract within additional thirty (30) calendar days after such Substantial Completion.

5.2.1 **Contingency Period:** The COUNTY'S REPRESENTATIVE may authorize a contingency period of time of not more than 90 Calendar Days from the contract award date.

5.2.2. **Liquidated Damages:** If the DESIGN-BUILDER does not complete all necessary work as specified for Phase 2 (provision of two fully functioning and accepted new Cogeneration units in existing Cogeneration Facility at the (SDWWTP) with the Milestone 1 completion time allotted for said work (670) calendar days and such additional extension of time as the DESIGN-BUILDER may have granted, the County will retain from the compensation otherwise to be paid to the Contractor, in including partial payments, Liquidated Damages (LDs) in the amount of three

thousand (\$3,000) per calendar day until the work of Milestone 1 is completed, which will be paid to the County by the DESIGN-BUILDER.

If the DESIGN-BUILDER does not achieve Milestone 2 (Final Completion) by the established Contract Completion Date, of 900 calendar days, Liquidated Damages (LDs) will be assessed in the amount of one thousand dollars (\$1,000) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER.

Liquidated Damages for not meeting these required dates will be cumulative for the number of days that such dates are not achieved. As such, until the DESIGN-BUILDER achieves completion of Milestone 1, Liquidated Damages, if applicable, will be at the rate of three thousand dollars (\$3,000) per calendar day. Once Milestone 1 has been achieved, Liquidated Damages, if applicable, will reduce to the amount of one thousand (\$1,000) per calendar day until such time as Milestone 2 for the appropriate scope is achieved.

All assessments of Liquidated Damages to the DESIGN-BUILDER may be adjustments to payments due the DESIGN-BUILDER.

These LD amounts are not penalties but liquidated damages to the COUNTY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the DESIGN-BUILDER to complete the Contract on time. Furthermore, it is agreed that liquidated damages will not be due from the DESIGN-BUILDER due to delays agreed by the COUNTY as justified under the provisions of the Contract, to the extent that DESIGN-BUILDER is granted an extension of Contract Time by the COUNTY.

- 5.3) **PROJECT SCHEDULE SUBMITTAL:** In accordance with the Design Criteria Package, DESIGN-BUILDER initially shall prepare and submit for the DIRECTOR'S review and concurrence a Mobilization and Engineering Schedule comprising the activities to be performed in the first ninety (90) days of Work after Notice to Proceed (NTP) not later than ten (10) days after issuance of the NTP.

Subsequently, the complete Baseline Project Schedule covering all details of the entire project, including all milestone event dates, shall be submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time for the COUNTY compliance review prior to completion of the ninety (90) day period covered by the Mobilization and Engineering Schedule. The Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project based on the agreed Schedule of Values utilizing the Critical Path Method (CPM) with Primavera Scheduling software. It shall commence on the NTP, and include the start and completion dates of various activities and major project components, the sequence of design and construction, and the contract completion dates for the overall project. The Project Schedule shall be updated monthly based on actual progress achieved, and submitted to MDWASD as a requirement to support each pay application.

- 5.4) **PUBLISHING OF INFORMATION:** The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the COUNTY and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish copyright or patent any of the data furnished in compliance with this

Contract that being understood that under Article 13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", hereof such data or information is the property of the COUNTY.

- 5.5) **WARRANTY:** Except where longer periods of warranty are indicated for certain items, the DESIGN-BUILDER warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion. This one-year (1) period shall be covered by the Surety Performance Bond as specified in this Contract. In the case of defects or failure in a part of the Work which the COUNTY takes possession of prior to Substantial Completion, such a period shall commence on the date the COUNTY takes possession. Upon receiving notification from the COUNTY or any public body, to whom the ownership of the Work has been transferred, DESIGN-BUILDER shall immediately remedy, repair, or replace, without cost to the COUNTY or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty design, materials or workmanship appearing in said Work within said period of not less than one (1) year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. ALL MAINTENANCE DURING THE PERIOD OF WARRANTY OR, IF A REPAIR IS MADE, THE EXTENDED WARRANTY, SHALL BE PROVIDED BY THE DESIGN-BUILDER. Payment to the DESIGN-BUILDER will not relieve him of any obligation under this Contract.
- 5.5.1) DESIGN-BUILDER, at no additional expense to the COUNTY, shall remedy damage to equipment, the site, or the buildings or the contents thereof, or existing utilities, which is the result of any failure or defect in the performance of the Work, and restore any work damaged in fulfilling the requirements of the Contract. Should the DESIGN-BUILDER fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the COUNTY will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the DESIGN-BUILDER's pay request.
- 5.5.2) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of the COUNTY provided that, if directed by the COUNTY, the DESIGN-BUILDER requires subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the COUNTY.
- 5.5.3) The rights and remedies of the COUNTY provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 5.5.4) Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by the COUNTY or other public body, utility or entity to which ownership has been transferred.
- 5.5.5) **MATERIAL:** Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at his option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Article 5.5.6 below.

- 5.5.6) The COUNTY shall be the sole judge of the quality, suitability and cost of proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by the COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER's expense.
- 5.5.6.1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial work to completed work, shall be at the DESIGN-BUILDER's expense and no additional time of performance will be allowed.
- 5.5.6.2) No action relating to the approval of alternative materials will be taken by the COUNTY until the request for substitution is made in writing by the DESIGN-BUILDER accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least thirty (30) days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.
- 5.5.6.3) Where classification, rating, or other certification by a body such as, but not limited to, UL, NSF, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract requirements. The equivalence of a classification, rating or certification; or the equivalence of the independent testing laboratory or other testing / certifying entity shall be solely decided by the MDWASD, and such decision shall be final. Testing required proving equality of the material proposed shall be at the DESIGN-BUILDER's expense.
- 5.5.6.4) Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for MDWASD.
- 5.5.6.5) SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work except those designated and specifically named to be furnished by MDWASD.
- 5.5.6.6) Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled and incorporated so as to ensure completed work in accordance with the Contract and its intent.
- 5.5.6.7) DEFECTIVE MATERIALS: Materials furnished by the DESIGN-BUILDER not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site unless otherwise permitted in writing by the COUNTY. All costs of such removal and replacement will be at the sole expense of the DESIGN-BUILDER, and no additional time of performance will be allowed. No rejected material, the defects of which have been subsequently corrected, shall be used

in the Work unless approved in writing by the COUNTY. If the DESIGN-BUILDER fails to comply promptly with a request by the COUNTY, made under the provisions of this Article, the COUNTY may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the DESIGN-BUILDER.

- 5.5.6.8) Handling of Materials: Materials shall be transported, handled and stored by the DESIGN-BUILDER in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
- 5.5.6.9) The COUNTY will have no responsibility to the DESIGN-BUILDER concerning local material sources other than the responsibility involved in the designations of suitability for intended use. The DESIGN-BUILDER shall make all necessary arrangements with the COUNTY of material sources. The DESIGN-BUILDER shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the COUNTY expressly agrees in writing to assume.
- 5.5.7) Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the DESIGN-BUILDER shall make his own arrangements for legally disposing of waste and excess materials outside the Work site, and shall pay all costs thereof.
 - 5.5.7.1) Prior to disposing of material outside the Work site, the DESIGN-BUILDER shall obtain written permission from the COUNTY on whose property the disposal is to be made. The DESIGN-BUILDER shall file with the COUNTY said permission, or a certified copy thereof, together with a written release from the property owner absolving the COUNTY from any and all responsibility in connection with the disposal of material on said property.
 - 5.5.7.2) DESIGN-BUILDER shall obtain and pay for all permits for such disposal from all governing authorities. The direct cost of such permits without overhead or other additional charges will be reimbursed by MDWASD out of the dedicated allowance established for that purpose. Permits obtained for the DESIGN-BUILDER's convenience or unnecessary permits shall not be reimbursed. Should the question of the necessity or non-necessity of a permit arise, said question shall be decided by the COUNTY and that decision shall be final. The cost of compliance with any permit conditions shall rest solely with the DESIGN-BUILDER and will not be reimbursed.
 - 5.5.7.3) Property Rights in Materials: The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the COUNTY to the DESIGN-BUILDER for materials delivered to the site of the Work, or stored subject to or under the control of the COUNTY, as provided in Article 10, BASIS OF COMPENSATION. However, the DESIGN-BUILDER shall be responsible for the security of the material on-site until the material is incorporated into the Work and accepted by the COUNTY.

ARTICLE 6 SUBCONSULTANTS

6.1) In the event that the DESIGN-BUILDER plans, or his subconsultants plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval prior to the DESIGN-BUILDER or subcontractor execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subconsultants so approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or his subconsultants at any tier for any portion of the Project, whichever is deemed to be in the COUNTY's best interest.

6.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following subconsultants for the Project:

Firm Name: Brown and Caldwell, Inc.
Consulting Service: Engineering Services

Firm Name: Architects International, Inc.
Consulting Service: Architecture

Firm Name: Avino and Associates, Inc.
Consulting Service: Surveying and Mapping – Land Surveying
General Engineering

Firm Name: Kaderabek Company
Consulting Service: Soils, Foundation and Materials Testing – Geotechnical and
Materials Engineering Services
Soils, Foundation and Materials Testing- Concrete and
Asphalt Testing Services

Firm Name: A& P Consulting Transportation Engineers
Consulting Service: Electrical Engineer

Firm Name: Leiter, Perez & Associates
Consulting Service: Surveying and Mapping – Land Surveying
Underground Utility Location
General Civil Engineering

6.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any subconsultant without the DIRECTOR'S prior approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.

6.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this project as shown in the attached Letters of Contract as presented in the DESIGN-BUILDER's proposal for the project:

24.00% Community Business Enterprise (CBE) Goal of the Engineering, Design and related Professional services portion of the Project

**ARTICLE 7
SUBCONTRACTORS**

7.1) In the event that the DESIGN-BUILDER plans, or his subcontractors plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval prior to the DESIGN-BUILDER or subcontractor execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subcontractors so approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or his subcontractors at any tier for any portion of the Project, whichever is deems to be in the COUNTY's best interest.

7.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subcontractors for the Project:

Firm Name: American Electric of Miami, Inc.
Contracting Service: Electrical

Firm Name: Emerson Process Management
Contracting Service: Systems Integrator

Firm Name: Vanderbilt Developments, Inc.
Contracting Service: Industrial Building

Firm Name: Dodec, Inc.
Contracting Service: Process Mechanical Installation

7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any Subcontractor without the DIRECTOR'S prior approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justification for the proposed change.

7.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this project as shown in the attached Schedules of Participation and letter of Intent as presented in the DESIGN-BUILDER's proposal for the project:

14.28.00% Community Small Business Enterprise (CSBE) Goal of the construction portion of the Contract

**ARTICLE 8
SUBCONTRACTS**

8.1) DESIGN-BUILDER PARTICIPATION: Except as otherwise provided, the DESIGN-BUILDER shall perform not less than twenty-five percent (25%) of the Work with its own organization. If, during

the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the MDWASD determines that such request is not a disadvantage to MDWASD, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the MDWASD. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.

- 8.2) **SUBCONTRACT DOCUMENTS:** The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the DESIGN-BUILDER in dividing the Work among Subcontractors nor in establishing the extent of Work to be performed by any trade.

ARTICLE 9 THE COUNTY'S RESPONSIBILITIES

- 9.1) **INFORMATION FURNISHED:** The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:

9.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any and all plans and data not furnished which the DESIGN-BUILDER knows or should know, is necessary or appropriate for the rendition of the services described herein.

- 9.2) **PROJECT MANAGEMENT:**

9.2.1) The DIRECTOR shall designate the COUNTY'S REPRESENTATIVE to act as liaison and point of contact between the DESIGN-BUILDER and the MDWASD. The DESIGN-BUILDER shall have general responsibility for management of the Project through all phases of the Work included in this Contract. The DESIGN-BUILDER shall meet with the COUNTY'S REPRESENTATIVE at periodic intervals throughout the project to assess progress of the DESIGN-BUILDER'S Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. The DESIGN-BUILDER'S design Subconsultants shall visit the site periodically during the design and construction phases to assess existing conditions and verify that completed work is in accordance with the Contract Documents. The DESIGN-BUILDER shall communicate with the COUNTY'S REPRESENTATIVE in the most efficient manner and, as approved by MDWASD, using electronic means to the greatest extent possible.

- 9.3) **CHANGED OR ADDITIONAL WORK:**

9.3.1) In the case of any required additional Work or services required and directed by COUNTY, the COUNTY shall issue written authorizations to proceed to the DESIGN-BUILDER for the added Work or services to be performed. In case of emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER provided written confirmation shall follow in a reasonable time thereafter

9.3.2) The COUNTY'S REPRESENTATIVE shall act on behalf of MDWASD in all matters pertaining to this Contract as authorized by MDWASD, and shall issue written authorizations to proceed to the DESIGN-BUILDER for any approved changed or additional Work to be performed hereunder. These authorizations are referred to as

Change Orders. In case of emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation to proceed shall follow immediately thereafter. Change Orders that require approval by the Board of County Commissioners are not binding and effective until approved by the Board of County Commissioners.

- 9.3.3) In the case of a MDWASD request for proposal issued by the COUNTY'S REPRESENTATIVE for any changed or additional Work or Services to be performed by the DESIGN-BUILDER, the DESIGN-BUILDER shall submit a proposal within fourteen (14) days or, if extensive investigations or design is required, in a reasonable time period as agreed by the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE, in a form acceptable to the COUNTY'S REPRESENTATIVE. No payment shall be made for the DESIGN-BUILDER'S services in connection with the preparation of any such proposal unless, in the case of a COUNTY directed change, there is a defined and mutually agreed amount for engineering and/or design and related professional services and the MDWASD does not proceed with the changed or additional Work.

The COUNTY'S REPRESENTATIVE shall confer with the DESIGN-BUILDER before any request for proposal is issued by the DIRECTOR or the Director's designee to discuss and agree upon the scope, time required for completion and compensation method for work and/or services to be rendered pursuant to this Contract. No payment shall be made to the DESIGN-BUILDER unless an approved change order is issued by MDWASD, and the Work completed is included in a duly submitted invoice in accordance with this Contract.

ARTICLE 10 BASIS OF COMPENSATION

- 10.1) **CONTRACT PRICE:** The COUNTY agrees to pay the DESIGN-BUILDER, and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Contract, the fixed lump sum amount stipulated under this Article called the DESIGN-BUILD CONTRACT PRICE, as follows:

10.1.1) **Agreed Fixed Lump Sum**

10.1.1.1) Under this compensation basis, the DESIGN-BUILDER agrees to perform the Work and provide the Design-Build Services described in this Contract for an agreed fixed dollar amount of compensation.

10.1.1.2) The aggregate Fixed Sum for all payments to the DESIGN-BUILDER for Design-Build Services authorized on this Project is as follows:

1.	Engineering, Design and Permitting	\$ 1,500,000.00
2.	Construction	\$15,688,282.00

DESIGN-BUILD CONTRACT LUMP SUM PRICE: \$17,188,282.00

10.2) **CONTINGENCY ALLOWANCE ACCOUNT**

10.2.1) This project is under a design-build contract for the design and construction of a facility on public property; therefore a Contingency Allowance Account is permissible, per Ordinance No. 00-65. This Contingency Allowance Account, computed as 10% of the design-related portion of the contract value plus 5% of the

construction-related portion of the contract value, will be used by the Department, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is nine hundred thirty-four thousand four hundred fourteen dollars and ten cents (\$934,414.10).

10.3) DEDICATED ALLOWANCE ACCOUNT:

10.3.1) At the discretion of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER may be authorized to perform services outside the basic services described in Article 12 below, under a Dedicated Allowance Account specifically established for said purpose. Compensation to the DESIGN-BUILDER for any of these services will be subject to the Design-Build contract terms and conditions and shall not exceed the individual amount authorized by the COUNTY'S REPRESENTATIVE through direct negotiation with the DESIGN-BUILDER prior to the performance of the Work. Amounts provided in the aforementioned allowance are as follows:

10.3.1.1) Permit Fees:	\$470,648.46
10.3.1.2) Electrical Feeders and Duckwork:	\$826,772.46
10.3.1.3) Additional Gas Cleaning to remove Siloxanes:	\$610,274.17
10.3.1.4) Performance in Excess of Guaranteed Efficiencies:	\$348,279.86
10.3.1.5) Additional Pressure Ventilation for Basement:	\$ 53,340.16
10.3.1.6) LEED Certification Fees:	\$ 42,358.36

Total amount of Dedicated Allowance Account items above is two million three hundred fifty-one thousand six hundred seventy-three dollars and forty-seven cents (\$2,351,673.47).

10.3.2) The DESIGN-BUILDER shall obtain prior authorization from the COUNTY'S REPRESENTATIVE for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

10.3.3) If, at any time, the DESIGN-BUILDER believes he is entitled to any part or parts of the Contingency Account or the Dedicated Allowance Account, Design-BUILDER will request such payment with all supporting documentation and justification, including applicable Contract terms and conditions, and the COUNTY will evaluate the DESIGN-BUILDER'S submittal and advise the DESIGN-BUILDER of its findings. The COUNTY is under no obligation to assign any monies from either of these accounts to the Design-BUILDER. If the Design-BUILDER is not in agreement with the COUNTY findings, Design-BUILDER may refer to the disputes provisions of the Contract

10.3.4) The sum of the Contingency Account and the Dedicated Allowance Account is three million two hundred eight-six thousand eighty-seven dollars and fifty-seven cents (\$3,286,087.57) for all payments to the DESIGN-BUILDER for any Additional Services authorized on this Project.

Therefore, the total payments for this Contract shall be limited to twenty million four hundred seventy-four thousand three hundred sixty-nine dollars and fifty-seven cents (\$20,474,369.57). Any further amounts required for this Contract must be submitted to the Board of County Commission to authorize a change order to the Contract.

- 10.3.5) The parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and may not be authorized under such terms and conditions, and that the DESIGN-BUILDER shall not be entitled to any compensation beyond those specified and authorized through applicable task orders, according to the items listed in Article 10.3.1.
- 10.4) **MARKUP FOR CHANGE ORDERS TO THIS CONTRACT:** In the case of any change orders to this CONTRACT, the DESIGN-BUILDER is authorized to receive markups for all overhead and profit as indicated below. Overhead includes both corporate (home office) and site overhead including, but not limited to, construction offices, office equipment and utilities, management and supervision, and local transportation and expenses.
- 10.4.1) For work and services directly performed by the DESIGN-BUILDER, the DESIGN-BUILDER may add up a ten percent (10%) mark-up.
- 10.4.2) For work and services directly performed by a subconsultant or subcontractors, the subconsultant or subcontractor may add up to a ten percent (10%) mark-up and the DESIGN-BUILDER may provide a markup on all subcontractor and subconsultant costs of five percent (5%).
- 10.4.3) No markups by DESIGN-BUILDER are allowed for services performed by sub-subconsultants or sub-subcontractors

ARTICLE 11 PARTIAL AND FINAL PAYMENT

- 11.1) **PROGRESS PAYMENTS:** Subsequent to Contract award, and prior to Contract execution, MDWASD and DESIGN-BUILDER will mutually establish a Schedule of Values that defines the Work items for the basis of progress payments, as indicated in the Design-Criteria Package. The DESIGN-BUILDER will be paid each month for the value of the Work completed, less retainage and other authorized deductions, as agreed by the COUNTY'S REPRESENTATIVE during the preceding month and the invoiced cost including applicable sales taxes and shipping value, less retainage, of materials not already used, but which have been furnished by the DESIGN-BUILDER under the Contract Documents, provided that such materials have been delivered, properly stored and inspected by the COUNTY'S REPRESENTATIVE and that payment therefore has been satisfactorily certified by the DESIGN-BUILDER to the COUNTY'S REPRESENTATIVE.

The DESIGN-BUILDER may request, in writing, the value of labor, equipment and/or materials, supplied by subcontractors, vendors or manufacturers to the DESIGN-BUILDER, that the COUNTY pay this portion of his monthly progress payment as a joint check, payable to the DESIGN-BUILDER and such subcontractors, suppliers, vendors or manufacturers. Such request

must be made monthly, and shall accompany the DESIGN-BUILDER's monthly pay application for labor, equipment and/or materials furnished. The DESIGN-BUILDER'S request shall indicate the breakdown of costs for design services and construction services and submit the corresponding MUR's. Direct payment by the COUNTY, by joint check to the DESIGN-BUILDER's subcontractors or material and equipment vendors or suppliers or any other second party, must be agreeable to and so stated in writing by the DESIGN-BUILDER's Surety.

For the purpose of processing progress payment applications, the DESIGN-BUILDER will be assigned a specific pay application period ending date by MDWASD which will apply to each calendar month throughout the course of the contract until the final application. The DESIGN-BUILDER will be notified of their contract's pay application period ending date at the Post Award meeting.

The Partial Affidavit and Release forms will be modified to state that all labor, material, equipment and supplies have been paid in full through the assigned pay application period ending date of the previous pay application period.

Before the DESIGN-BUILDER can receive any payment or draw hereunder, except the first partial payment, for moneys due the DESIGN-BUILDER as a result of a percentage of the work completed, DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with an affidavit of payment and a release due ten (10) days after the release of their check by MDWASD duly executed by each subcontractor and supplier of material or equipment for any work performed for the Project up through the pay application period ending date of the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full through the pay application period ending date of the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies up through the pay application period ending date of the previous month. In addition, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with a duly executed affidavit (Certification of DESIGN-BUILDER) stating that all subcontractors and suppliers of material and equipment have been paid their full proportionate share of all draws including the last or previous draw for work performed for the Project up through the pay application period ending date of the previous month. This does not apply to the first payment. The failure of the DESIGN-BUILDER to provide the foregoing affidavit and release from each subcontractor and supplier shall result in the COUNTY withholding the current pay application until the affidavit and release is provided or a Consent of Surety is provided to the MDWASD in an approved form for the amount in dispute.

If applicable, the COUNTY will notify the DESIGN-BUILDER and surety by certified letter informing them of the DESIGN-BUILDER's non-compliance with the Contract Documents.

As a prerequisite for the acceptance of monthly payment applications for completed construction work, the DESIGN-BUILDER shall submit redlines, partially completed as-built plan sheets and fully complete as-built plan sheets, all as required by and satisfactory to, the COUNTY'S REPRESENTATIVE. Once the Baseline Project Schedule is approved for compliance by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall prepare a progress update to the current project cost-loaded Baseline Project Schedule and submit six (6) complete print copies and three (3) complete electronic copies to the COUNTY'S REPRESENTATIVE for review and support for the requested progress payment application.

Such schedules shall show the progress of the work to date and schedule to completion of the project in the event that the DESIGN-BUILDER contends that completion will occur after the date specified in the Contract, the DESIGN-BUILDER shall submit a schedule showing his expected completion date and also, if requested by the COUNTY, submit a schedule demonstrating how

the Work could be completed by the Contract completion date(s). In the event of submittal by the DESIGN-BUILDER of a schedule showing completion occurring after the date(s) specified in the Contract, the COUNTY may accept such schedule as fulfilling the requirement needed for monthly payment; however, such payment or acceptance shall not constitute adoption of such schedule or a modification of the Contract time, nor shall such payment or acceptance preclude the COUNTY from exercising any right granted it herein in the event that the DESIGN-BUILDER does not finish the work within the Contract time.

For the purpose of preparing a monthly pay application, the DESIGN-BUILDER jointly with the COUNTY'S REPRESENTATIVE shall prepare the application and MDWASD will produce a computer print out to be signed by the DESIGN-BUILDER. The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE at the time of preparing the monthly application on MDWASD'S form a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the application is being prepared. The DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall, as a part of the preparation of the application, agree and sign off on the DESIGN-BUILDER's list of required releases. The COUNTY'S REPRESENTATIVE will evaluate the application of the value of all work done and materials furnished up to the pay application period ending date of each calendar month and will deduct therefrom the retainage, all liquidated damages assessed during that month in accordance with this Article, if any, and all previous payments and charges, and the balance will be paid by the COUNTY to the DESIGN-BUILDER on or before the fifteenth (15th) day after the DESIGN-BUILDER signs the pay application. The retainage deducted from each progress payment is reserved by the COUNTY as partial guarantee of the faithful execution of the Contract by the DESIGN-BUILDER.

When the computer printout of the application has been prepared, the COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER that the application is ready for his signature. Signature of the DESIGN-BUILDER on the computer printout of the application shall constitute acceptance by MDWASD of the DESIGN-BUILDER's invoice for project Work and services performed. When the DESIGN-BUILDER comes in to sign the application, DESIGN-BUILDER must submit all required documentation, i.e., (1) two copies of the current updated Design-Build updated Baseline Project Schedule, (2) Certified Payroll, reports for the DESIGN-BUILDER and each Subcontractor that provided labor on the Project during that pay period (3) the Monthly Utilization and Monthly Employment Data Reports and (4) a DESIGN-BUILDER's Invoice on the format provided by MDWASD and all required documentation. Additionally, the affidavit and all releases for the previous application shall be submitted in acceptable form. When a complete package of all required submittals has been turned in, and any applicable as-built drawings have been produced to the satisfaction of the COUNTY'S REPRESENTATIVE, and the updated Project Schedule has been received by MDWASD, the DESIGN-BUILDER will be allowed to sign the application and the application will be processed for payment.

As a consideration for such payment, the COUNTY shall have the right to enter upon and put into proper service, any or all parts of the Work which may be in condition for use. No claim or charge is to be made by the DESIGN-BUILDER for such use, nor is such use to be construed as an acceptance by the COUNTY of any part of the Work so used; however, the one (1) year warranty period shall commence from the date the individual equipment is put into full productive service.

- 11.2) **RETAINAGE:** Retainage up to the end of Milestone 1 of the Project shall be ten percent (10%). After satisfactory completion of the construction services the MDWASD may reduce to five percent (5%) the amount of retainage withheld from previous progress payments. The point of Milestone 1 completion shall be as defined in the technical specifications, Section 01025, "Measurement of Payment". The DESIGN-BUILDER shall perform all items of work preceding

the point of Milestone 1 completion shown in the sequence to the satisfaction of the COUNTY prior to the reduction in retainage for the work of Milestone 1.

All subsequent work to Milestone 2, the final completion of the work, shall continue to be subjected to a ten percent (10%) retainage. Upon satisfactory completion of Milestone 2 all retainage shall be released to the DESIGN-BUILDER. As soon as the COUNTY REPRESENTATIVE is notified of the completion of the work and can assure himself of the by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out to his satisfaction, he will make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The amount of the estimate, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency allowance account funds remaining will be paid.

Unless specific written permission is granted by the COUNTY REPRESENTATIVE to either change the sequence or perform differing amounts of work the items listed shall be a required precedent to said reduction.

- 11.3) FINAL PAYMENT: As soon as the COUNTY'S REPRESENTATIVE is notified of the Final Completion of the Work and can be assured by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out satisfactorily, the COUNTY'S REPRESENTATIVE will make a final application of the value of all Work completed and will deduct therefrom all previous payments which have been made. The amount of the pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized Contingency account funds remaining, will be paid.

When the computer printout of the final pay application has been prepared, MDWASD will notify the DESIGN-BUILDER in writing that the final application is ready for DESIGN-BUILDER signature. Prior to being permitted to sign the final application, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with the DESIGN-BUILDER's Invoice and all required documentation, i.e., (1) original and one copy of the Certified Payroll, and (2) original and one copy of the Monthly Utilization and Employment Data Reports, (3) Certificate of DESIGN-BUILDER for the previous application and a Final Certificate of DESIGN-BUILDER, and (4) Affidavit and Final Release from all Subcontractors and Suppliers.

Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all of the required documentation cited above within thirty (30) days from the date of written notification that the final pay application is ready for signature. The DESIGN-BUILDER may be held in default due to such delay.

The COUNTY may withhold from payment under this Contract any monies the COUNTY believes is owed by the DESIGN-BUILDER pursuant to any other contract or other claim.

- 11.4) PROMPT PAYMENT: The successful Bidder's attention is directed to COUNTY Ordinance No. 94-40, providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and

debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

11.5) PAYMENT FOR ADDITIONAL WORK AND SERVICES (Approved Change Orders)

11.5.1) Payment for approved change orders may be requested monthly in proportion to the Work and services performed.

11.5.2) All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this Contract. All invoices must be accompanied with a current Monthly Utilization Report (MUR). Payments will not be processed without the MUR pursuant to Administrative Order 3-39.

11.5.3) EXTRA WORK AND PAYMENT THEREFORE

The DESIGN-BUILDER shall perform extra work, for which there is no price included in the Schedule of Values, where directed by the COUNTY'S REPRESENTATIVE in accordance with Paragraph 3 of this Section. No extra work shall be paid for unless requested in writing by the COUNTY'S REPRESENTATIVE.

Completed Extra work will be paid for in a lump sum or at unit prices as agreed in writing by the COUNTY'S REPRESENTATIVE and the DESIGN-BUILDER before the extra work is authorized. Payment for extra work shall be based on the following:

The DESIGN-BUILDER shall submit to the COUNTY'S REPRESENTATIVE a proposal containing a complete breakdown of costs to perform the extra work, to which shall be added an amount equal to fifteen percent (15%) of such sum for overhead and profit, and the total thereof shall be full compensation to the DESIGN-BUILDER for performing the Work. Overhead and profit includes all home office expenses, field office expenses, for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the DESIGN-BUILDER shall include the cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, pension plans, vacations, and insurance and DESIGN-BUILDER's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. No DESIGN-BUILDER mark up is allowed on payroll taxes or fringe benefits of any type. Specific items to be included in this proposal shall be included on the following basis:

a) For all materials to be utilized, the DESIGN-BUILDER shall include the cost of such materials, including freight charges, and applicable sales taxes to which cost shall be added an amount equal to ten percent (10%) thereof, for full compensation which includes overhead, profit field office and home office expenses.

b) For any construction equipment or special equipment to be utilized, including fuel and lubricant, required for the economical performance of extra work, the COUNTY'S REPRESENTATIVE shall pay the DESIGN-BUILDER a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment. The COUNTY shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this Article is valid the Construction Management/Inspection Team shall make the final determination

as to the validity of such payment. The hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Fuel, maintenance and lubrication are included in the calculated rental rates. In the event that the equipment is not owned by the DESIGN-BUILDER or his companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent (10%) for fuel, maintenance and lubrication for rented equipment.

c) For all labor, including a working foreman in direct charge of the specified operations, the DESIGN-BUILDER shall receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the DESIGN-BUILDER may charge one hundred percent (100%) of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the DESIGN-BUILDER may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of sum salary for directing up to four workers in their work; seventy-five percent (75%) for directing five workers in their work; and one hundred percent (100%) for directing six workers or more in their work, to which shall be added an amount equal to fifteen percent (15%) of such sum, and the total thereof shall be full compensation to the DESIGN-BUILDER for performing the work which includes overhead and profit, home office and field office expenses, general supervision and furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the DESIGN-BUILDER shall be paid the actual cost of social security, taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, pension plans, vacations, and insurance and DESIGN-BUILDER's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.

d) For all materials used, the DESIGN-BUILDER shall receive the actual cost of such materials, including freight charges and applicable sales taxes as shown by original receipted bills, to which cost shall be added an amount equal to ten percent (10%) thereof, for full compensation which includes overhead, profit and home office and field office expenses.

e) For any construction equipment or special equipment including fuel and lubricants, required for the economical performance of extra work, excluding the small tools and ordinary equipment as specified above, the COUNTY'S REPRESENTATIVE shall allow the DESIGN-BUILDER a rental price, to be agreed in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Fuel maintenance and lubrication costs, are included in the calculated rental rate. In the event that the equipment is not owned by the DESIGN-BUILDER or his companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid for every hour that the equipment is actually working at the hourly rental rate to which shall be added ten percent for fuel, maintenance and lubricants for rental equipment.

The DESIGN-BUILDER is required to include a statement certifying that this claim is justified and that it is consistent with the Contract Documents and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is ordered, it shall be included in the DESIGN-BUILDER's monthly application when Contingency Account funds are available in the Contract for the work actually done. If no Contingency account funds are available a change order will be issued.

As an alternative to the consideration of a proposal as indicated above, the COUNTY'S REPRESENTATIVE may direct that work be performed at the unit price provided for in the Contract, in the event that work is of like character and susceptible of classification under a unit price item of the Contract.

All extra work performed hereunder will be subject to all of the provisions of the Contract.

If the DESIGN-BUILDER performs Work which it contends is extra work but which has not been authorized by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall keep daily records of all amounts expended by the DESIGN-BUILDER in the performance of such work. At the request of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall provide certified statements showing the cost of such alleged extra work to which shall be attached the original receipted bills covering the costs of the materials, applicable sales taxes and freight charges on all materials used in such work.

If required, the DESIGN-BUILDER shall produce any books, vouchers, other records, or memoranda which will assist the COUNTY'S REPRESENTATIVE in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.

In the event that the DESIGN-BUILDER employs a first tier subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment as described in Article 13 (a), (b) or (c), the DESIGN-BUILDER may charge an additional ten percent for his full compensation for overhead, profit, home office and field office expenses and general supervision for this portion of work performed by the subcontractor.

The subcontractor must comply with all the requirements of the contract for his portion of extra work and be compensated as permitted for this extra work.

No additional compensation will be paid for overhead, profit, home office and field office expenses or supervision to any other tier subcontractors working for first tier subcontractors.

In no case will the DESIGN-BUILDER be entitled to compensation pursuant to this Article unless the DESIGN-BUILDER has first provided notice, as described below in this section, that the work is outside the requirements of the Contract, in which no extra work shall be considered authorized until the COUNTY'S REPRESENTATIVE or the MDWASD, as appropriate, makes a final determination that the work is in fact extra work required to be performed by the DESIGN-BUILDER, or unless the work is denominated by the COUNTY'S REPRESENTATIVE in writing as extra work pursuant to. In either circumstance, in the event insufficient funds remain in the contract to pay for such extra work, payment to the DESIGN-BUILDER can only be made upon approval of a change order by the Board of County Commissioners.

No additional compensation shall be due the DESIGN-BUILDER for extra work occasioned as a result of differing site conditions, or as a result of delays, except to the extent specified in Sections 13.14 and 13.17 of the GENERAL PROVISIONS. If the DESIGN-BUILDER believes that an order or directive of the COUNTY'S REPRESENTATIVE calls for the performance of work outside the requirements of the Contract, the DESIGN-BUILDER shall so notify the COUNTY'S REPRESENTATIVE in accordance with the procedures specified below.

The supervision of the execution of this Contract is vested in the DIRECTOR of MDWASD acting through his representatives, the COUNTY'S REPRESENTATIVE, and his instructions shall be carried into effect promptly and efficiently.

The COUNTY'S REPRESENTATIVE shall in all cases determine the amount, quality, fitness and acceptability of the work and materials to be paid for, and shall decide all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the COUNTY'S REPRESENTATIVE is to be a condition precedent to the DESIGN-BUILDER's right to receive any money for the work or the materials to which the question or difference of opinion relates except as otherwise explicitly provided for herein.

If the DESIGN-BUILDER considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the COUNTY'S REPRESENTATIVE to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the work or conform to the decision or ruling. Beginning with the first day of this work, the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall fill out daily records for this work at the end of each day and said record shall be signed by both parties. One copy being submitted to the COUNTY'S REPRESENTATIVE and the other being retained by the DESIGN-BUILDER. This documentation does not constitute acknowledgment of authorization to pay for this work. In the event that a claim for this work is approved by the MDWASD subsequent to the commencement of work, an accurate accounting for work will be agreed upon by both parties upon completion of this work and will be paid for as work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order by the Board of County Commissioners.

The work will be paid for either by a unit price item in the contract or as extra work for labor, material and equipment which shall be full compensation to the DESIGN-BUILDER for all overhead and profit and as specified above in this Article in paragraphs (a), (b), (c), (d) and (e).

Failure of the DESIGN-BUILDER's representatives to meet with the COUNTY'S REPRESENTATIVE to maintain daily records for this work shall be deemed that the DESIGN-BUILDER does not wish to pursue his claim and has waived all grounds for making a claim.

Unless the DESIGN-BUILDER files such written protest with the COUNTY'S REPRESENTATIVE within ten (10) days of receipt said written instructions or decisions, he shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the COUNTY'S REPRESENTATIVE as

just and reasonable and as being within the scope of the DESIGN-BUILDER's obligations under the Contract Documents and no further documentation will be required by the COUNTY'S REPRESENTATIVE. No payment for this claim will be made in the event that a timely DESIGN-BUILDER's written protest to the COUNTY'S REPRESENTATIVE is formally denied.

If the decision of the DIRECTOR or the Director's designee, would result in the Contract Price exceeding that approved by the Board of County Commissioner the DIRECTOR shall request and receive approval for additional funding from the Board of County Commissioners prior to his approving such additional spending.

ARTICLE 12 SCOPE OF SERVICES

- 12.1) **SCOPE OF SERVICES:** The Scope of Services consists of Design-Build services to perform the design and construction of the Project as defined in the Request for Design-Build Services (RDBS) including the Design Criteria Package.

The Project includes design, permitting, supply, fabrication/installation of four (4) new cogeneration units, associated electrical equipment, electrical accessories/conduits and feeders in duct-banks, new electrical room for arc-flash switchgear, pressurized ventilation system for existing facility, programming of the equipment controls, system check out, start up, reliability demonstration, performance testing and warranty of all new cogeneration units and ancillary systems, including gas conditioning and heat recovery sub-systems that comprise the cogeneration system, as well as on-site training of MDWASD Operating and Maintenance staff in the operations and maintenance of the new cogeneration system and any supportive tasks ancillary to the primary scope of services. as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the Contract Documents including the Design Criteria Document and work and services shall be in compliance with design and construction standards required by this Request for Design-Build Services (RDBS), the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, permitting, construction, testing and commissioning of the Project. It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed design documents for construction and installation which comply with all regulatory requirements and the Contract Documents.

The proposed cogeneration system will consist of four (4) Cummins cogeneration units suitable for unattended operation. Each cogeneration package shall include but may not be limited to the following:

Operate primarily on digester gas and also be capable of operating on with a seamless transition between fuels from 100% natural gas to 100% digester gas to 100% landfill gas or any combination of two or three fuels. Supply, without interruption, maximum rated load on digester gas for unlimited duration under ambient conditions specified.

Include a primary heat exchanger to transfer all thermal energy absorbed from the engine jacket coolant via the existing plant effluent system to the existing digester heating hot water distribution system.

Include a primary heat exchanger to transfer all thermal energy absorbed from the engine exhaust to the future sludge treatment heating system using a thermal oil heat exchanger designed to be mounted in the exhaust manifold.

Include auxiliary heat exchangers to transfer all thermal energy absorbed from auxiliary engine systems to existing Plant effluent water system.

Be capable of automatically synchronizing and operating in parallel with the utility supply system, other cogeneration packages including both new and existing units and the existing plant diesel fired Emergency Generators.

In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the project such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.

ARTICLE 13 GENERAL PROVISIONS

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY

13.1.1) Pursuant to section 725.08 of the Florida Statutes, the DESIGN-BUILDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentionally wrongful conduct of the DESIGN-BUILDER or its employees, agents, servants, partners principals or subcontractors in the performance of this Contract. The DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

13.1.2) Notwithstanding any provision herein to the contrary, the DESIGN-BUILDER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which may result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the COUNTY in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER, Subconsultants, the registered professionals (architects and/or engineers) and Subcontractors under this Contract.

- 13.1.3) **Contract Security:** The DESIGN-BUILDER agrees to execute and deliver within fourteen (14) days after the execution of the Contract, DESIGN-BUILDER's Performance and Payment Bonds prepared on the applicable bond forms included in Volume I of the RDBS. The Surety Performance and Payment Bonds shall be in the amount of 100% of the Contract Price. The Bonds must be in the form of a Surety Bonds written through a local surety bond agency, rated as to Management and strength as set forth below.

- 13.1.4) **Surety Bond Qualifications:** The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
Over \$10,000,000	A IX

- 13.1.5) The DESIGN-BUILDER may, in lieu of a surety performance bond and a surety payment bond, submit two (2) cash bonds, conditioned upon the faithful performance of the Work in strict accordance with this Contract Documents and with the Request for Design-Build Services (RDBS) and the completion of the Work free from all liens and within the time limit herein specified; said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if DESIGN-BUILDER were the obligee or obligees therein specifically mentioned, and all such persons shall be held or deemed to the obligee thereof.

- 13.1.6) The Design Builder shall provide a Performance and Payment Bond in accordance with state law. Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.
 - 13.1.6.1) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

 - 13.1.6.2) A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

13.1.6.3) No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Completion.

13.1.7) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:

13.1.7.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.

13.2) ERRORS AND OMISSIONS

13.2.1) The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Contract, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Contract (including the work performed by sub-consultants and Subcontractors), within the specified time period and specified cost. The DESIGN-BUILDER shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting DESIGN-BUILDER with respect to the disciplines required for the performance of the work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to COUNTY'S requirements as set forth in the Contract. The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages to the COUNTY caused by the DESIGN-BUILDER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any sub-consultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its Subconsultants and Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its Sub-consultants and Subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER'S or Subconsultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of work by subconsultants and Subcontractors, the DESIGN-BUILDER shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's work.

- 13.2.2) The DESIGN-BUILDER shall be responsible to re-perform any deficient, defective Work and/or services identified by the COUNTY within twelve (12) months following Substantial Completion and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Substantial Completion.

13.3) INSURANCE

- 13.3.1) Within fourteen (14) days after the date of the execution of this Contract and prior to commencement of Work, the DESIGN-BUILDER shall obtain all insurance required under this Section. All insurance shall be maintained until the Work has been completed and accepted by the COUNTY. The DESIGN-BUILDER shall furnish to the COUNTY:

- 13.3.1.1) Certificate(s) of Insurance, which clearly indicates that it, has obtained the insurance coverage required in Sections 13.3.1.3, 13.3.1.4, 13.3.1.5, 13.3.1.6 and 13.3.1.7, as shown below.
- 13.3.1.2) Original Policies who indicate the coverage required in Article 13.3.1.7, as shown below.
- 13.3.1.3) Worker's Compensation Insurance: as required by Chapter 440, Florida Statutes.
- 13.3.1.4) Public Liability Insurance, on comprehensive basis, in an amount not less than one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- 13.3.1.5) Automobile Liability Insurance: covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage combined.
- 13.3.1.6) COUNTY's Protective Professional Indemnity Policy – In the name of the Design-Build firm in an amount not less than one million dollars (\$1,000,000).
- 13.3.1.7) COUNTY's Protective Liability Insurance, issued in the name of the COUNTY as sole insured, in amounts as indicated in (B) above. This policy must be endorsed to indicate that any premium, whether deposit or final, will be the sole obligation of the Design-Builder.
- 13.3.1.8) Builder's Risk: When so required in the RDBS, the DESIGN-BUILDER shall procure and shall maintain until work has been completed to the status specified below, complete Builders' Risk / or Installation Floater Insurance - covering perils on an "All Risks" basis, including windstorm, in an amount of not less than one hundred percent of the Contract Value of the structures. The policy shall be in the names of the COUNTY and DESIGN-BUILDER, as their interests may appear. Installation floater insurance will not be required on any projects composed of solely pipeline work.

13.3.2) All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

13.3.2.1) The company must be rated no less than "A" as to management, and no less than "Class V" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

13.3.2.2) The DESIGN-BUILDER shall furnish Certificates of Insurance to the COUNTY prior to commencing any operations under this Contract, which certificates shall clearly indicate that the DESIGN-BUILDER has obtained insurance, in the type, amount and classifications, in strict compliance with this Section. All insurance required by the Contract shall stay in force until construction of the Project is complete to a point where no construction personnel of the DESIGN-BUILDER or any subcontractor are required to be on the site of the work and all survey work for as-built drawings is completed to the satisfaction of the COUNTY'S REPRESENTATIVE. At that point, the DESIGN-BUILDER shall make written request to the COUNTY'S REPRESENTATIVE to discontinue all or portions of the insurance coverage for the Project (as appropriate) and upon receipt of written permission from the COUNTY'S REPRESENTATIVE may discontinue said insurance. In any instance where work must be resumed after a pause, the DESIGN-BUILDER shall obtain all insurance as required above prior to performing the work.

13.3.2.3) Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.
Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.
CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 N.W. 1 STREET,
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the DESIGN-BUILDER of this liability and obligation under this Article or under any other Article of this Contract.

13.3.3) The DESIGN-BUILDER shall not commence the Work until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Contract.

13.3.4) DESIGN-BUILDER shall name the COUNTY, MDWASD, and their employees, agents, and consultants as additional insures on all insurance policies, with the exception of Professional Liability policies.

13.4) PERFORMANCE

13.4.1) Performance and Delegation: The performance of this Contract shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of the COUNTY, and

such consent shall be in the COUNTY's sole discretion and shall not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Contract. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff and any Subcontractors and Sub-consultants specifically indicated in the DESIGN-BUILDER's proposals provided in response to the RDBS and accepted by the COUNTY, unless otherwise approved in writing by the COUNTY. The employment of, contract with, or use of services of any other person or firm by the DESIGN-BUILDER as Sub-consultant or Subcontractor or otherwise is subject to written approval by the COUNTY.

13.4.2) Time for Performance: The DESIGN-BUILDER agrees to start all Work hereunder upon the date indicated in the Notice to Proceed (NTP) issued by MDWASD and complete the Work within the time specified in the Contract.

13.4.2.1) Each time any portion of the Schedule prepared by the DESIGN-BUILDER is not met for unapproved/unjustified causes (other delays beyond the control of the DESIGN-BUILDER as defined in Article 13.10.04) the COUNTY may notify the Department of Small Business Development (SBD), the Office of Capital Improvements (OCI), and any other entity established by the COUNTY for tracking the performance of unsatisfactory performance, and may notify the DESIGN-BUILDER's Surety. Economic circumstances shall not be considered beyond the control of the DESIGN-BUILDER.

13.4.3) Performance Evaluations: Performance evaluations of the services rendered under this Contract shall be performed by the COUNTY and shall be utilized as evaluation criteria for future solicitations.

13.4.4) UNFINISHED OR INCOMPLETE WORK

If at any time before Final Completion of the Project the COUNTY'S REPRESENTATIVE finds there is unmanned or unfinished or incomplete work, or work delay or work stoppages, it shall notify the DESIGN-BUILDER in writing to finish or complete the work at his expense forthwith using whatever labor, materials and equipment necessary to perform the work in accordance with the Plans and Specifications.

When the activity duration for any items shown on the approved baseline construction progress schedule submitted exceed fifty percent of the duration days indicated on the schedule, or if the COUNTY'S REPRESENTATIVE otherwise determines that the work is not progressing in a timely manner towards completion, and the DESIGN-BUILDER fails to make good for any of the above work as specified, the COUNTY'S REPRESENTATIVE shall give notice to the DESIGN-BUILDER in writing specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to perform the work. If the DESIGN-BUILDER shall not begin to correct such conditions within five days of such notice, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to place the DESIGN-BUILDER in default and notify his surety of same.

13.5) PROJECT SUSPENSION OR ABANDONMENT

13.5.1) If the Project is suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY under

any phase, the COUNTY shall give seven (7) days notice to the DESIGN-BUILDER of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Contract and compensated as agreed by DESIGN-BUILDER and the COUNTY for direct labor, equipment and materials, and rates for overhead and profit as applicable for extra work. The COUNTY will not be liable for stand-by, overhead, or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with this Project. If the Project is suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY during any phase, the DESIGN-BUILDER shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the COUNTY shall have no further obligation or liability to the DESIGN-BUILDER under this Contract. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S compensation to complete the Project may be renegotiated due to the suspension delay, but the COUNTY will have no obligation to complete the Project under this Contract, and may hire or contract with another DESIGN-BUILDER to complete the project. The COUNTY will have no further obligation or liability to the DESIGN-BUILDER.

13.6) TERMINATION OF CONTRACT

13.6.1) By COUNTY For Convenience: The COUNTY may terminate for the COUNTY's convenience, performance of Work under this Contract in whole or, in part if the COUNTY determines that a termination is in the COUNTY'S interest. The COUNTY shall terminate by delivering to the DESIGN-BUILDER a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Contract, and may be issued without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on Work done as of the date of the Notice of Termination, and the reasonable costs of demobilizing its owned or rented equipment, materials, tools and labor forces, and preparing its final invoice to the COUNTY. The DESIGN-BUILDER shall immediately provide the COUNTY with all drawings, plans and documentation related to the Project. Upon payment thereof, the COUNTY will have no further obligation or liability to the DESIGN-BUILDER under this Contract. The DESIGN-BUILDER shall not be entitled to any other compensation under this Contract.

MDWASD reserves the rights to, at its sole discretion, terminate this contract without cause by giving a written Notice of Cancellation to the DESIGN-BUILDER and its Surety at least ten (10) calendar days prior to the effective date of such cancellation.

In the event of termination by MDWASD, the DESIGN-BUILDER will be paid for all labor performed, all materials and equipment furnished by the DESIGN-BUILDER and its subcontractors, material men and suppliers and manufacturers of equipment less all authorized partial payments made prior to the date of cancellation. Specific work shall be paid for as follows:

The value of all items of work completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown) satisfactory to the COUNTY'S REPRESENTATIVE.

The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the work site or irrevocably ordered prior to the date of receipt of the Notice of Cancellation. Said irrevocably ordered materials or equipment must be actually delivered to a MDWASD storage yard designated by the COUNTY'S REPRESENTATIVE prior to payment being authorized.

Items from the Schedule of Values or unit price items which are partially completed will be paid as specified below in this section. In the event of termination or cancellation under this Section, the DESIGN-BUILDER shall not be entitled to any anticipated profits or for extended general conditions, for any work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract will be considered, nor shall the DESIGN-BUILDER be entitled to any consequential damages.

MDWASD shall have the right to cancel those portions of the Contract relating to the Work of any item provided for therein. Where that portion of the Work contains completed payment items as called out in the Schedule of Values or unit price items which have been completed, they will be paid for as specified above in this section. Where items of work are not complete the DESIGN-BUILDER will be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but, as above, no allowance will be made for future anticipated profits on the balance of such work.

- 13.6.2) By the COUNTY for Cause: In the event the DESIGN-BUILDER fails to comply with the provisions of this Contract, the COUNTY may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of the COUNTY, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed Work found acceptable to the COUNTY. In the event, partial payment has been made for such Work not completed, the DESIGN-BUILDER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Any dispute arising out of this Article shall be resolved in accordance with Article 13.13 "RIGHTS OF DECISIONS AND DISPUTE RESOLUTION". The DESIGN-BUILDER shall remain liable for any liabilities and claims related to the DESIGN-BUILDER'S default. As an alternative to termination, the County may bring suit or proceedings for specific performance or for an injunction. If a court of competent jurisdiction determines the COUNTY erroneously terminated the Contract for default, the termination shall be converted to a Termination for Convenience and the DESIGN-BUILDER shall have no further recourse of any nature for wrongful termination.

A default in any contract with Miami-Dade County shall constitute a default in this Contract, and shall allow Miami-Dade County all remedies for default.

If the DESIGN-BUILDER fails to begin the work under the Contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work, or performs the work unsatisfactorily, or neglects or refuses to remove materials or to perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an

acceptable manner, in addition to any other right specified above or held by the COUNTY, the COUNTY'S REPRESENTATIVE may give notice in writing to the DESIGN-BUILDER and to his surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. This notification shall be a formal Notice to Cure provided to the DESIGN-BUILDER and his surety by Certified mail.

If the DESIGN-BUILDER or the surety does not react and correct such conditions or provided an acceptable to the COUNTY'S REPRESENTATIVE plan of action for correction of same within a period of five days after receipt of such notice to cure, the DIRECTOR shall, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such notice to cure, shall provide the DESIGN-BUILDER and his surety with a formal Notice of Default by Certified mail and shall have full power and authority three days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the work out of the hands of the DESIGN-BUILDER, to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project, or to use such other methods as, in the opinion of the DIRECTOR shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the work under contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

Nothing contained herein shall limit the availability of any other remedy the COUNTY may have in the event of a default, whether such remedy arises by contract or by operation of law, and the choice by the COUNTY to proceed with one remedy shall not limit the ability of the COUNTY to pursue additional remedies.

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS

13.7.1) For any Work performed on a reimbursable time and material basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

13.7.2) The COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Contract or any modification/change order to this Contract, the DESIGN-BUILDER shall, for a period of three (3) years after the date of Final Completion under this Contract:

- 13.7.2.1) Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
- 13.7.2.2) Permit authorized representatives of the COUNTY and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.
- 13.7.3) Unless governed elsewhere in the Contract, in the event any information provided by the DESIGN-BUILDER during initial Contract negotiations or any supplemental Contract negotiations is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, an appropriate reduction or increase in the total compensation amount will be made to the Contract. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the DESIGN-BUILDER on other COUNTY contracts. The DESIGN-BUILDER agrees to insert these audit clauses in all of his subcontracts.

13.8) OWNERSHIP AND REUSE OF THE DOCUMENTS

- 13.8.1) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Work and Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for use and reproduction, shall become the property of the COUNTY. DESIGN-BUILDER shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The DESIGN-BUILDER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.
- 13.8.2) If the COUNTY elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the COUNTY'S sole risk and holds the DESIGN-BUILDER harmless for any liability arising out of any reuse of documents.
- 13.8.3) The DESIGN-BUILDER shall bind all Subconsultants and Subcontractors to the Contract requirements for re-use of plans and specifications.
- 13.8.4) All notes, correspondence, documents, designs, drawings, renderings, calculations, specification, models, photographs, reports, surveys, investigations, computer files that have "read" and "write" capability, data and any other documents and copyrights thereto for Services performed or produced in the performance of this Contract, and paid for by the COUNTY, whether in paper or other hard copy medium, or in electronic medium, shall become the property of the COUNTY. The DESIGN-BUILDER shall not disclose, release, or make available any document to any third party without written approval

from COUNTY. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.9) COMPLIANCE WITH LAWS

13.9.1) The Contract shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

13.9.1.1) In accordance with Florida Statutes 119.07(3) (ee), "facility plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the layout and structural elements of a facility, ...or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the MDWASD, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or DESIGN-BUILDER who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

13.9.1.2) Each employee of the DESIGN-BUILDER and its Subconsultants and Subcontractors that will be involved in the Project, shall sign an contract stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their work under this Contract, unless authorized by the COUNTY.

13.9.1.3) The DESIGN-BUILDER and its Subconsultants and Subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.

13.9.2) In addition to the above requirements in this article, the DESIGN-BUILDER agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Contract, including but not limited to:

- Ordinance No. 72-82 - Conflict of Interest Ordinance. As amended by Ordinance No. 00-01 and Ordinance No. 00-46
- Ordinance No. 77-13 - Financial Disclosure
- Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information).
- Ordinance No. 82-37 - Affirmative Action Plan
- Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender
- Ordinance No. 90-143 - Responsible Wages and Benefits
- Ordinance No. 91-142 - Family Leave, as Amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00
- Ordinance No. 92-15 - Drug-free Work place, as Amended by Ordinance No. 00-30
- Ordinance 94-73 - Value Analysis and Life-Cycle Costing
- Ordinance No. 95-178 - Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award

- Ordinance No. 97-35 - Fair Subcontracting Practices as amended by Ordinance No. 98-124.
- Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services
- Ordinance No. 97-104 - Listing of Sub Design-Builder's and Suppliers on County Contracts.
- Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services
- Ordinance No. 97-215 - Inspector General
- Ordinance No. 98-30 - County Design-Builder's Employment and Procurement Practices
- Ordinance No. 98-106 - Cone of Silence
- Ordinance No. 99-5 - Domestic Violence Leave
- Ordinance No. 99-152 - False Claim Ordinance
- Ordinance No. 99-162 - Precluding entities who are not current with their obligations to the County from receiving new contracts or purchase orders
- Ordinance No. 00-18 - Debarment
- Ordinance No. 00-67 - Prohibition of contracting with individuals and entities while in arrears with the County, as amended by Resolution R-531-00
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance
- Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code
- Ordinance No. 01-103 and Administrative Order 3-32 - Community Business Enterprise Program.
- Ordinance 07-65 - Sustainable Buildings Program
- Resolution R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- Resolution R-385-95 - Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00
- Resolution R-516-96 and Administrative Order 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- Resolution R-994-99 - Code of Business Ethics
- Resolution R-185-00 - Domestic Violence Leave requirements are a condition of award
- Resolution R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project.
- Administrative Order-3-26 - Ordinance amending Section 2-10.4 requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the Design-Builder's obligation hereunder.
- Administrative Order-3-39 - Acquisition of Professional Services.
- Ordinance No. 02-68 - MDWASD Security Ordinance
- Title 2, Part 100-180 (Office of Management and Budget Government-wide Guidance for Grants and Agreements)
- Title 2, Parts 176.140 and 176.160 (Required use of American Iron, Steel and Manufactured Goods)
- Title 2, Part 176.70 (Policy)
- Title 29: Labor, Parts 1, 3 and 5

- 13.9.3) The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within 30 days of the execution date of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:
- A Source of Income Statement
 - A Statement of Financial Interests
 - A copy of the Design-Builder's current federal income tax return
- 13.9.4) AFFIRMATIVE ACTION
- 13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Procurement Management and any approved update thereof are hereby incorporated as contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative actions specified herein. The DIRECTOR may declare the DESIGN-BUILDER in default of this Contract for failure of the DESIGN-BUILDER to comply with the requirements of this paragraph.
- 13.9.5) PROMPT PAYMENT TO SMALL BUSINESS SUB-CONSULTANTS AND SUBCONTRACTORS
- 13.9.5.1) The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40, and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the prime DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.
- 13.9.6) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL
- 13.9.6.1) According to Section 2-1076 of the Code of Miami-Dade COUNTY, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY/Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the DESIGN-BUILDER under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where

federal or state law or regulations preclude such a charge. **The DESIGN-BUILDER shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid price form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (DESIGN-BUILDER/Vendor/Consultant), its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

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

- If this Contract is completely or partially terminated, the DESIGN-BUILDER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and

- The DESIGN-BUILDER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this Article shall apply to the DESIGN-BUILDER, vendor, and consultant, its officers, agents, employees, subcontractors and suppliers. The DESIGN-BUILDER, vendor, and consultant shall incorporate the provisions in this Article in all subcontracts and all other contracts executed by the (DESIGN-BUILDER/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this Article shall impair any independent right to the COUNTY to conduct audits or investigative activities. The provisions of this Article are neither intended nor shall they be construed to impose any liability on the COUNTY by the DESIGN-BUILDER, vendor, and consultant or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental Contracts; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service contract under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

- 13.9.6.2) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of A.O. 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and COUNTY in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

- 13.9.7) The DESIGN-BUILDER must also submit with the executed Contract, to be filed with the Clerk of the Board, the attached single executed affidavit.
- 13.9.8) **MONTHLY UTILIZATION REPORT (MUR):** Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28, and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the DESIGN-BUILDER is required to file monthly utilization reports with the COUNTY's contracting department monthly, unless designated otherwise. The MUR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month that the report covers. The MUR should indicate the amount of contract monies received and paid as a DESIGN-BUILDER, including payments to subconsultants and subcontractors (if applicable), from the COUNTY pursuant to the project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Small Business Development, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto and titled "Monthly Utilization Report".
- 13.9.9) **CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year following the end of the contract, or acceptance of the work by the COUNTY, whichever is later.
- 13.9.10) **SUSTAINABLE BUILDING PROGRAM:** The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification

process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

- **New Construction:** All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
- **Major Renovations & Remodels:** All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
- **Non-major Renovations/Remodels:** All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
- **Renovations, remodels, and other building upgrades not meeting the above criteria** are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

13.10) MISCELLANEOUS PROVISIONS

- 13.10.1) The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which Proposals may be publicly solicited by the COUNTY, outside of this Contract.
- 13.10.2) The DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials or contaminants in any form at the project site, except for any such materials that DESIGN-BUILDER brings into the site, other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.
- 13.10.3) **TRUTH IN NEGOTIATION:** pursuant to A.O. 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - Category 4), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 13.10.4) **FORCE MAJEURE:** For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due to a force majeure event, provided that DESIGN-BUILDER verbally notifies the COUNTY within 48 hours of such force majeure event and provides the COUNTY written notice that includes justification for extension of the Contract within 10 days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.
- 13.10.5) **STANDARD OF CARE:** In the performance of its services, DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period, including the degree

of care and skill required by the Florida Department of Professional Regulation and various construction licensing boards in the State of Florida or Miami-Dade County.

- 13.10.6) **RESPONSIBILITY FOR OTHERS:** DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER sub-consultants and subcontractors. DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by the COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 13.10.7) **RIGHT OF ENTRY:** The COUNTY grants to DESIGN-BUILDER, if the project Site is owned by the COUNTY, permission for a right of entry from time to time by DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the project Site for the purpose of providing the services. If the project Site is not owned by the COUNTY, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by DESIGN-BUILDER, its employees, agents and sub-consultants and Subcontractors, upon the project Site for the purpose of providing the services. the COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Site conditions have been altered, the DESIGN-BUILDER shall restore Site to original condition.

13.11) SUCCESSORS AND ASSIGNS

- 13.11.1) The DESIGN-BUILDER and the COUNTY each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Contract and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Contract. The DESIGN-BUILDER shall afford the Director the opportunity to approve or reject all proposed assignees, successors, or other changes in the ownership structure and composition of the DESIGN-BUILDER in writing. Failure to do so constitutes a breach of this Contract by the DESIGN-BUILDER.

13.12) DISPUTE RESOLUTION

- 13.12.1) Except as otherwise provided in the Contract, any dispute arising under this Contract which is not disposed of by agreement, shall be decided by the Director or the Director's designee. The Director or the Director's designee shall reduce his or her decision to writing and furnish a copy thereof to the DESIGN-BUILDER. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the Director or the Director's Designee's interpretation. Any claim by the Contractor shall be certified in accordance with the County's False Claims Ordinance

13.13) CERTIFICATION

- 13.13.1) The DESIGN-BUILDER certifies that no companies or persons, other than bonafide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S MDWASD approved subconsultants and subcontractors, have been retained or

employed to solicit or secure this Contract or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. The DESIGN-BUILDER also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S COUNTY approved subconsultants and subcontractors, to accomplish the work contemplated under the terms of this Contract. For breach or violation of this Certification, the COUNTY shall have the right to annul this Contract without liability.

13.14) HAZARDOUS CONDITIONS

Unless otherwise expressly provided in the Contract Documents to be part of the Work, DESIGN-BUILDER is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, DESIGN-BUILDER will stop Work immediately in the affected area and duly notify COUNTY and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

Upon receiving notice of the presence of suspected Hazardous Conditions, COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include COUNTY retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that COUNTY must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the DESIGN-BUILDER construct through or remove the hazardous material as a part of the Project work. In such instance the work involved will be considered as extra work and treated with the methods provided in Article 11.5.3 Extra Work and Payment therefore.

DESIGN-BUILDER shall be obligated to resume Work at the affected area of the Project only after COUNTY's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

DESIGN-BUILDER will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Time(s) to the extent DESIGN-BUILDER's time of performance has been adversely impacted by the presence of Hazardous Conditions

To the fullest extent permitted by law, COUNTY shall indemnify, defend and hold harmless DESIGN-BUILDER, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, DIRECTOR'S, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

Notwithstanding the preceding provisions of this Section, COUNTY is not responsible for Hazardous Conditions introduced to the Site by DESIGN-BUILDER, Subcontractors or anyone for whose acts they may be liable. DESIGN-BUILDER shall indemnify, defend and hold harmless COUNTY and COUNTY'S officers, DIRECTOR'S, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by DESIGN-BUILDER, Subcontractors or anyone for whose acts they may be liable.

13.15) TIME EXTENSIONS AND DELAY

Where the progress of the DESIGN-BUILDER is delayed, and such delay is beyond the control of the DESIGN-BUILDER, and if such delay affects the critical path of the Project, based on the approved construction progress schedule, the DESIGN-BUILDER shall, within five (5) days of the start of the delay, notify the COUNTY'S REPRESENTATIVE in writing of the delay and requesting an extension of the contract time. Said notice shall specifically detail the nature and cause of the delay and shall include sufficient and credible and complete documentation, to include but not limited to approved schedules, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER's critical path. If the COUNTY'S REPRESENTATIVE finds that the delay is beyond the control of the DESIGN-BUILDER and affects the critical path of the Project, based on the approved baseline construction progress schedule the COUNTY'S REPRESENTATIVE will grant the DESIGN-BUILDER a non-compensable time extension, assuming sufficient time remains in the time allowance account, stated in Article 5.2.1, for the Project. If no time remains in the time allowance account for the Project, time shall not be granted except with the authorization of a contract change order authorized by the Board of County Commissioners.

Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided for above, is a condition precedent to any obligation on the part of the COUNTY to grant a non-compensable time extension and/or associated change order, and the failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on the maintenance or litigation of any claim related for additional time arising out of the delay, and shall serve as a waiver by the DESIGN-BUILDER of any and all such claims.

A non-compensable time extension shall be the sole remedy available to the DESIGN-BUILDER for delays beyond the control of the DESIGN-BUILDER. UNLESS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL A CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. The DESIGN-BUILDER shall not be entitled to an increase in the Contract Sum of payment of compensation of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference of hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages, in the liquidated amount specified herein, by the DESIGN-BUILDER as available in law through a court of competent jurisdiction for hindrances of delays caused solely by the bad faith, fraud, or active interference of the COUNTY or its agents. Otherwise, the DESIGN-BUILDER shall be entitled only to non-compensable extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

If the DESIGN-BUILDER contends that it is entitled to a compensable time extension the DESIGN-BUILDER shall within three (3) days of the start of the action alleged to furnish justification for the compensable time extension, notify the COUNTY'S REPRESENTATIVE in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the COUNTY which renders this delay compensable, and shall include sufficient and credible documentation, to include but not limited to approved schedules, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER's critical path. Proper and timely notification to the COUNTY'S REPRESENTATIVE's of the delay, as provided above, is a condition precedent to any obligation on the part of the COUNTY to grant a compensable time extension, and failure of the DESIGN-BUILDER to

properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages, arising out of the delay and serve as a waiver by the DESIGN-BUILDER of any and all such claims.

The DESIGN-BUILDER shall maintain for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the COUNTY as to any compensable time extension. For each day for which said, confirmed, records are lacking, the COUNTY shall have no obligation to the DESIGN-BUILDER as to extra time or compensation, and the lack of such records shall preclude the DESIGN-BUILDER from maintaining any action for damages of any sort or extra time with respect to such delay.

In the event the COUNTY shall grant any time extension, the DESIGN-BUILDER shall submit a revised schedule, compliant with the terms of the General Covenants and Conditions; said revised schedule shall reflect all delays which previously impacted the work, including delays as may have been caused by the DESIGN-BUILDER, and will reflect all time extensions granted to the date of the revised schedule.

In the event that the DESIGN-BUILDER is, per this Section, entitled to compensation for any delay, said compensation shall be liquidated and fixed at one thousand dollars (\$1,000.00) per day of delay. The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of one million two hundred fifty thousand (\$1,250,000) dollars per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the DESIGN-BUILDER or its subcontractors, material, men, suppliers, or vendors.

Where a delay for which the DESIGN-BUILDER would be entitled to compensation occurs concurrently with a delay for which the DESIGN-BUILDER would not be entitled to any time extension, the DESIGN-BUILDER shall be entitled to no compensation for the period of such concurrent delay.

The DESIGN-BUILDER shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the COUNTY, except insofar as the DESIGN-BUILDER may be due liquidated damages for delay due to the DESIGN-BUILDER pursuant to this Article, and this Article shall be the sole vehicle for recovery of the following items:

1. Home office expenses of any direct costs allocated from the headquarters of the DESIGN-BUILDER
2. Loss of anticipated profits on this or any other project
3. Loss of bonding capacity
4. Losses due to projects not bid on
5. Loss of business opportunities
6. Loss of productivity on this or other project
7. Loss of interest on funds not paid
8. Costs to prepare, negotiate, or prosecute claims
9. Costs spent to achieve compliance with applicable laws and regulations
10. Increased bonding or insurance costs

11. Loss of efficiency
12. Acceleration costs
13. Loss of opportunity
14. All other indirect costs not listed herein.

13.16) VALUE ENGINEERING PROPOSALS AFTER CONTRACT AWARD

13.16.1 DEFINITIONS

A "Value Engineering Proposal (VEP)" means a proposal that is submitted, at the sole option of the DESIGN-BUILDER, that:

- (1) Results in reducing the Contract Price and/or the Period of Performance without impairing project essential functions or characteristics; and
- (2) Requires a modification to the Design-Build Contract to implement the proposal, if accepted.

"Collateral costs," as used in this clause, means MDWASD costs of operation, maintenance, logistic support, or MDWASD furnished property as defined by MDWASD.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VEP in MDWASD's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost may change.

"DESIGN-BUILDER's development and implementation costs," as used in this clause, means those costs the DESIGN-BUILDER incurs on a VEP specifically in developing, testing, preparing, and submitting the VEP, as well as those costs the DESIGN-BUILDER incurs to make the contract modifications required by MDWASD's acceptance of a VEP. The DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by the MDWASD.

"MDWASD costs," as used in this clause, means those MDWASD costs that result directly from developing and implementing the VEP, such as any net increase in the cost of training, testing, operations, maintenance, and logistic support. The term does not include the normal MDWASD administrative costs of processing the VEP.

"Instant Contract Savings," as used in this clause, means the estimated reduction in DESIGN-BUILDER cost of performance of the Contract resulting from acceptance of the VEP, minus MDWASD approved DESIGN-BUILDER's development and implementation costs, including subcontractors' development and implementation costs.

13.16.2) VEPS:

The DESIGN-BUILDER may develop, prepare, and submit value engineering proposals (VEP's), at their option. The MDWASD, at its sole option, may accept or reject any such proposal. The DESIGN-BUILDER shall share in any instant contract savings realized from accepted VEP's, in accordance with Article 13.17.6 below.

13.16.3) VEP preparation:

As a minimum, the DESIGN-BUILDER shall include in each VEP the information described in subparagraphs (1) through (6) below.

- (1) A description of the difference between the existing Contract requirement and that proposed, including the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of that alteration on performance, reliability, operability or durability.
- (2) A list and analysis of the Contract requirements that must be modified if the VEP is accepted by MDWASD, including any suggested specification revisions.

- (3) A separate, detailed cost estimate for the following:
 - The affected portions of the existing Contract requirements and
 - The cost reduction associated with the VEP which shall take into account the DESIGN-BUILDER's allowable development and implementation costs, including any amount attributable to subcontractors, which shall be separately and clearly detailed description and estimate of costs the MDWASD may incur in implementing the VEP, such as training, testing, operating, maintenance, and support costs.
- (4) An estimate, to the extent practical, of any effects the VEP would have on collateral costs to the MDWASD.
- (5) A statement of the time by which a Contract modification accepting the VEP must be issued in order to achieve the maximum cost reduction, noting any effect on the Contract required completion date(s).

13.16.4) DESIGN-BUILDER Submission:
The DESIGN-BUILDER shall, at its own cost, submit VEP's to the MDWASD with a signed original, seven (7) paper copies and two (2) electronic copies.

13.16.5) MDWASD Action:
MDWASD will notify the DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after receipt of the VEP. If additional time is required, the MDWASD will notify the DESIGN-BUILDER within the 30-day period and the expected date of decision. The MDWASD will process VEP's expeditiously; however, it shall not be liable for any delay in acting upon a VEP.

If the VEP is not accepted, MDWASD will notify the DESIGN-BUILDER in writing, explaining the reasons for rejection. The DESIGN-BUILDER may withdraw any VEP, in whole or in part, at any time before it is evaluated and decided by MDWASD.

Any VEP may be accepted, in whole or in part, by the MDWASD award of a modification to the Design-Build Contract citing this clause. MDWASD may accept the VEP, even though an agreement on price reduction has not yet been reached by issuing the DESIGN-BUILDER a notice to proceed with the VEP. Until a notice to proceed is issued, or a modification to the Contract is executed for a VEP, the DESIGN-BUILDER shall perform in accordance with the existing current Contract scope of Work. The decision to accept or reject all or part of any VEP is a unilateral decision made solely at the discretion of the MDWASD.

- 13.16.6) Sharing:
- (1) The MDWASD's share of savings is determined by subtracting MDWASD Costs as defined in this provision from instant Contract savings, and multiplying the result by fifty percent (50%).
 - (2) Payment of any share due the DESIGN-BUILDER for incorporation of a VEP in the Contract Work shall be authorized by a modification to the Contract as approved by the Director that provides for the following:
 - Acceptance of the VEP;
 - Reduction of the Contract Price and /or Period of Performance by the amount of instant Contract savings;
 - Provide the DESIGN-BUILDER's share of savings by adding such amount to the Contract Price.

13.17) SITE CONDITIONS

- 13.17.1) The COUNTY makes no representations or warranties as to site conditions, including but not limited to the nature or amount of any kind of soil material, the location of any onsite utilities or structures, the fitness of any material for use as fill, or the amount of water to be expected. Any information provided herein relating to site conditions is provided as advisory only, and is the COUNTY's best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the COUNTY, and that the COUNTY cannot guarantee that the DESIGN-BUILDER will encounter site conditions similar to those observed by the COUNTY.
- 13.17.2) The DESIGN-BUILDER shall, prior to beginning design and construction activities, make whatever, site investigations the DESIGN-BUILDER deems diligent or prudent, and shall take into account all site conditions which are known to the DESIGN-BUILDER, or which could be known to the DESIGN-BUILDER with reasonable, diligent, investigation, in planning or executing the work. Where site conditions delay the project, and said delay could have been avoided by reasonable investigations of the site by the DESIGN-BUILDER, such delay will not be considered to be beyond the control of the DESIGN-BUILDER, and no time extension shall be granted pursuant to Article 13.15 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.
- 13.17.3) In the event that site conditions differ from those reasonably expected or foreseeable by the DESIGN-BUILDER, the DESIGN-BUILDER shall immediately, and before such conditions are further disturbed, notify the OWNER REPRESENTATIVE in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or other information and data that the DESIGN-BUILDER should have known or could have reasonably discovered prior to the proposal submittal date, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The OWNER REPRESENTATIVE will promptly investigate the conditions, and if MDWASD determines that such conditions materially differ from those reasonably expected or foreseeable by the data and information set forth in the geotechnical baseline conditions included in the Design-Criteria Package, Contract Documents or other data and information reasonably available to the DESIGN-BUILDER prior to the proposal date, and such conditions cause an increase or decrease in the DESIGN-BUILDER's cost of, or the time required for the performance of any part of the work under the Contract, an adjustment, excluding loss of anticipated profits will be made and the Contract modified in writing accordingly. The OWNER REPRESENTATIVE will notify the DESIGN-BUILDER whether or not an adjustment of the contract is warranted.

- 13.17.4) No claim of the DESIGN-BUILDER under this Article will be allowed unless the DESIGN-BUILDER has given the notice required in Article 13.17.3 of this Article and Article 13.18, NOTICE OF POTENTIAL CLAIM.
- 13.17.5) No claim by the DESIGN-BUILDER for a change hereunder will be allowed if asserted after final payment under this Contract.

- 13.17.6) If MDWASD is not given written notice prior to the conditions being further disturbed after the initial discovery by the DESIGN-BUILDER, the DESIGN-BUILDER will be deemed to have waived his right to assert a claim for additional time and compensation arising out of such changed conditions.

13.18) NOTICE OF POTENTIAL CLAIM

- 13.18.1) The DESIGN-BUILDER will not be entitled to additional compensation otherwise payable for any act or failure to act by the COUNTY, the happening of any event or occurrence, or any other cause, unless he shall have given the COUNTY'S REPRESENTATIVE a written notice of potential claim therefore as specified in this Article. The DESIGN-BUILDER understands and agrees that the filing of a notice of potential claim in accordance with this article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the COUNTY and that the failure of the DESIGN-BUILDER to strictly comply is deemed a waiver of all claims.
- 13.18.2) The DESIGN-BUILDER shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of potential claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY'S REPRESENTATIVE prior to the time that the DESIGN-BUILDER has started performance of work giving rise to the potential claim for additional compensation.
- 13.18.3) It is the intention of this Article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 13.18.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.
- 13.18.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.
- 13.18.6) If the COUNTY decides to pay all or part of a claim for which notice was not timely made, the COUNTY does not waive the right to enforce the notice requirements in connection with any other claim.

13.19) INSPECTING AND TESTING MATERIALS

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test pieces of materials as the COUNTY'S REPRESENTATIVE may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not Specification requirements are met shall be borne by the DESIGN-BUILDER. The DESIGN-BUILDER shall not incorporate any material or finished article into the Work until the

results of the inspections or tests are known and he has been notified by the COUNTY'S REPRESENTATIVE that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the COUNTY'S REPRESENTATIVE shall be promptly removed from the site of the work.

13.20) CORRECTIONS OF WORK OR MATERIAL

If at any time before the Final Completion of the Project, defects in the work or materials, unsatisfactory work or material, poor workmanship, damaged, destroyed, or incorrect work, are found by the COUNTY'S REPRESENTATIVE, or any other Governmental Agency having jurisdiction over the work, the DESIGN-BUILDER so notified shall immediately correct such work at his expense using whatever material and labor necessary in accordance with the Plans and Specifications.

Previous inspection of such work or prior approval of any design submittals for compliance will not relieve the DESIGN-BUILDER of his responsibility for any of the above deficiencies, although they may have been overlooked by the COUNTY'S REPRESENTATIVE or may have been the results of damage from any cause. Neglect to make good for any of the above work shall result in the COUNTY'S REPRESENTATIVE giving notice in writing to the DESIGN-BUILDER specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. If the DESIGN-BUILDER does not correct such conditions within five (5) days after receipt of such notice, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to order the subject work discontinued and have the work completely remedied at the expense of the DESIGN-BUILDER.

All materials are to be inspected before use and the DESIGN-BUILDER shall notify the COUNTY'S REPRESENTATIVE in time to enable it to inspect any inaccessible work or materials before being covered. The DESIGN-BUILDER shall furnish at his expense necessary personnel and facilities for inspection of such work or materials after being covered, if so required. If in the COUNTY'S REPRESENTATIVE's opinion the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the COUNTY'S REPRESENTATIVE shall notify the DESIGN-BUILDER in writing, specifying the work or materials which shall not be incorporated in the Work without replacement or corrective work sufficient to obtain the COUNTY'S REPRESENTATIVE's approval. All costs for the Correction of said work or materials shall be borne by the DESIGN-BUILDER.

If, in the opinion of the COUNTY'S REPRESENTATIVE, the structural, mechanical, or electrical integrity of installed work or materials on site is questionable, the COUNTY'S REPRESENTATIVE may direct the DESIGN-BUILDER to perform necessary tests to determine the acceptability of the item in question. The DESIGN-BUILDER shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the work if required. Engineering, testing and any required corrective work shall be performed immediately to minimize delays to the Project. If the tested work or materials are found to have deficiencies or not be in accordance with the best practices of the trade; even if the Department for its' convenience elects to accept the work or materials, all engineering, testing, and corrective costs shall be borne by the DESIGN-BUILDER. Should the work or material in question be found to be without deficiencies and in accordance with the best practices of the trade, said costs will be borne by the Department to the extent of actual costs for said services. Any office overhead or other charges will remain with the DESIGN-BUILDER. A non-compensable time extension will be granted if no corrective measures are required by the COUNTY'S REPRESENTATIVE.

In all cases of corrective work, including tests, prior to performing any work, the DESIGN-BUILDER must submit his method of correction and obtain approval from the COUNTY'S REPRESENTATIVE prior to correcting, removing, or replacing this work. The COUNTY'S REPRESENTATIVE will only approve the completed work when it is satisfactorily performed. All costs for this work, including testing, shall be borne by the DESIGN-BUILDER.

13.21) SOVEREIGNTY

13.21.1) COUNTY's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the COUNTY's status hereunder:

(1) The COUNTY retains all of its sovereign prerogatives and rights as a COUNTY under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project and the Site or the operation thereof, or be liable for the same; and

(2) The COUNTY shall not by virtue of this Contract be obligated to grant the Project Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project and the Site.

13.21.2) No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this Contract or in any of the Contract Documents, any COUNTY covenant or obligation that may be contained in this Contract or any of the Contract Documents, including but not limited to the following:

(1) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the DESIGN-BUILDER regardless of the purpose required for such cooperation;

(2) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(3) To apply for or assist the DESIGN-BUILDER in applying for any County, City or third party permit or needed approval; or

(4) To contest, defend against, or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature;

shall not bind the Board, the Planning and Zoning Department, DERM or any other County, City, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power; and the COUNTY shall be released and held harmless, by the DESIGN-BUILDER from any liability, responsibility, claims, consequential or other damages, or losses to the Project Developer or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes,

variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of permits may require the COUNTY to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Contract, the COUNTY shall have no obligation to approve, in whole or in part, any application by the DESIGN-BUILDER. The COUNTY's obligation to use reasonable good faith efforts in the processing and obtaining of such permits shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the COUNTY to adopt any of the permits be construed a breach or default of this Contract.

13.22) ENTIRETY OF CONTRACT

This Contract represents the entire and integrated Contract between the COUNTY and the DESIGN-BUILDER and supersedes all prior negotiations, representations, or Contracts, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by approved change order issued by the COUNTY.

13.23) SEVERABILITY

If any provision of this Contract is deemed illegal or unenforceable by a court of law, such portion shall be deemed to be of no effect and shall be deemed stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

13.24) GOVERNING LAWS; SUBMISSION TO JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation between the parties shall be conducted in the United States District Court for the Southern District of Florida and the parties hereby submit to the jurisdiction of such courts. The parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction, including any objection to the laying of venue based on grounds of *forum non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction

13.25) SURVIVAL

The parties acknowledge that any of the obligations in the Contract which by nature would continue beyond the termination, cancellation or expiration of the Contract including, indemnification, shall survive termination, cancellation or expiration thereof.

13.26) NO WAIVER

No acceptance, order, measurement, payment or certificate of or by the COUNTY or its employees or agents shall either stop the COUNTY from asserting any right or operate as a waiver of any provision hereof or of any power herein reserved to the COUNTY or of any right to damages provided herein.

13.27) REMEDIES

The COUNTY may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the COUNTY. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The COUNTY'S rights and remedies as set forth in the Contract are not exclusive and are in addition to any other rights and remedies in law or in equity.

13.28) CONTRACT DOCUMENTS:

As defined previously, the Contract Documents are comprised of this Contract, the Request for Design-Build Services (RDBS) Step One and Step Two documents together with the Design Criteria Document and all addenda thereto, and the DESIGN-BUILDER's respective submittals/proposal to those RDBS documents, and the construction plans and specifications, samples shop drawings and other submittals as prepared by the DESIGN-BUILDER and approved for compliance in accordance with the previously issued Contract Documents by MDWASD. Unless specifically defined and approved in writing by MDWASD such as a substitution or waiver of a specific requirement, all requirements of the RDBS documents, including the Design Criteria Document, and this Contract take precedent over other Contract Documents

13.29) NO THIRD PARTY BENEFICIARIES

Nothing under the Contract Documents shall afford any third party to this Agreement, including members of the public, third-party beneficiary status hereunder

13.30) AMENDMENTS

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.31) HEADINGS

The headings used in these General Conditions of the Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.32) COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(This page was intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officials as of the date first above written.

DESIGN-BUILDER IS A CORPORATION

ATTEST: Secretary: <u>David W. McCluskey</u> Signature David W. McCluskey, Asst. Sec & Vice President	<u>Poole & Kent Company of Florida</u> Legal Name of Corporation
By: <u>Poole & Kent Company of Florida</u> Legal Name of Corporation	<u>Patrick H. Carr</u> Signature

(Corporate Seal)	Patrick H. Carr, President & C.O.O. Legal Name and Title

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:

Risk Management Division

Henry N. Gillman / SEO
Assistant County Attorney

Date: _____

Date: 8-1-11

OCI Project No. DB09-WASD-05 ARRA
Agreement No. 10PKCF001
03/04/2011

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Contract to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

**HARVEY RUVIN
Clerk of the Court**

Mayor

By: Diane Collins, Clerk of the Board

By:

Signature

Signature

Date: _____

Date: _____

Distribution:
Clerk of the Board (Original)
MDWASD Intergovernmental Affairs Section (Original)
Office of Capital Improvements
Department of Small Business
Design-Builder (Original)
General Services Administration Risk Management

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

EXHIBIT "B"

PART 2

This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS

NAME OF SUBCONSULTANT AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3

This part is to be executed by the Prime Consultant and forwarded to the User Department.

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ Sworn before me: _____ This _____ day of _____, 2002

TITLE _____

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC

COUNTY USE

This part is to be completed by the User Department at the time of Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PRIME CONTACT PERSON: _____ DATE _____

PRINT NAME _____

5

MONTHLY UTILIZATION REPORT

CSBE

Submit by email
FINAL

This report is required to be submitted by the tenth day or before of each month to Miami Dade County (MDC), if project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, in addition to any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by MDC.

FROM:	PROJECT NAME	%	CSBE PROJECT MEASURES
TO:	PROJECT NUMBER	PROJECTED START DATE	THREAT-RED
	PROJECT LOCATION:	CONTRACT AWARD AMOUNT	GOALS
	PRIME CONTRACTOR	CHANGE ORDER AMOUNT	SET-ASIDE
	CONTRACT AWARD DATE	CONTRACT PERIOD	SECURE
	PHONE	% COMPLETE TO DATE	COMPLETION DATE
NAME:	ADDRESS:		

AMOUNT REQUISITIONED THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITIONED TO DATE: \$ _____

DATE REQUISITIONED: _____

DATE OF LAST PMT BY MDC: _____

WAS LAST MDC PMT, WITHIN 14 DAYS OF PRIME'S REGULATION? YES NO

DID LAST MDC PMT, EQUAL REQUISITION AMOUNT? YES NO

IF NO PLEASE EXPLAIN: _____

NAME OF CSBE	GOAL %	TIER 1, 2, 3, 4	CSBE MAKE-UP	CONTRACT PERIOD		DESCRIPTION OF WORK	CONTRACT AMOUNT	AMOUNT REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM 8/9)	AMOUNT REQUISITIONED TO DATE	LAST PAYMENT DATE	LAST PAYMENT	PAID TO DATE	WAS LAST PMT, WITHIN 14 DAYS OF MDC REGULATION?	
				START DATE	END DATE										
TOTAL															

COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) OPPORTUNITIES

Executed by: _____ Signed before me: _____ THIS _____ Day of _____ 20____

Signature of Agent

Printed Name of Agent

Phone

For DBB Use Only: CRC _____ MTA _____

EXHIBIT "B"

146

SDWWTP COGENERATION FACILITY UPGRADE
PHASE 1 - DESIGN / PERMITTING / SHOP DRAWINGS

Activity ID	Activity Description	Orig Dur	Early Start	Early Finish	Total Float
GENERAL CONDITIONS					
GENC100	NOTICE TO PROCEED	0	30JUN11*		0
GENC180	COMPLETE & SUBMIT 60% DESIGN REVIEW	17	30JUN11	22JUL11	0
GENC190	PREPARE & SUBMIT PROJECT SCHEDULE	10	30JUN11	13JUL11	17
GENC177	COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)	1	30JUN11	30JUN11	642
GENC110	DESIGN & PERMIT MOBILIZATION	10	14JUL11	27JUL11	17
GENC140	REVIEW & APPROVE PROJECT SCHEDULE	20	14JUL11	10AUG11	34
GENC190	REVIEW & APPROVE 60% DESIGN DRAWINGS	20	25JUL11	19AUG11	0
GENC200	COMPLETE & SUBMIT 90% DESIGN DRAWINGS	40	25JUL11	16SEP11	0
GENC150	EXPLORATORY EXCAVATIONS & SURVEY	20	28JUL11	24AUG11	17
GENC220	REVIEW & APPROVE 90% DESIGN DRAWINGS	7	19SEP11	27SEP11	0
GENC230	PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.	0		27SEP11	0
GENC160	REVIEW & APPROVE BUILDING PERMIT	43	28SEP11	25NOV11	0
GENC210	COMPLETE 100% DESIGN	10	28SEP11	11OCT11	56
GENC300	Phase 1.2 - OBTAIN BUILDING PERMIT	0		25NOV11	0
GENC170	COMMENCE NEW CONSTRUCTION	0	28NOV11		23
GENC310	PHASE 1.3 - COMPLETE ANCILLARY EQUIP. SUBMITTALS	0		25JAN12	0
SHOP DRAWINGS & SUBMITTALS					
11230	PREPARE & SUB. COGENERATION UNIT PACKAGE	40	30JUN11	24AUG11	0
13620	PREPARE & SUBMIT PLC & RTU MODIFICATIONS	90	30JUN11	02NOV11	0
16530	PREPARE & SUB. 4160V SWITCHGEAR	44	30JUN11	30AUG11	0
16560	PREPARE & SUB. 480V MCC-D1a, D1b, & D2	44	30JUN11	30AUG11	0
11320	PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES	40	30JUN11	24AUG11	4
11350	PREPARE & SUB. LANDFILL GAS CARBON FILTERS	40	30JUN11	24AUG11	4
15380	PREPARE & SUB. ABSORPTION CHILLER PACKAGE	40	30JUN11	24AUG11	4
15410	PREPARE & SUB. BACK-UP AIR COOLED CHILLER	40	30JUN11	24AUG11	4
15440	PREPARE & SUB. AIR HANDLING UNITS	40	30JUN11	24AUG11	4
11320A	PREPARE & SUB. DIGESTER GAS SCRUB CARBON FILTERS	40	30JUN11	24AUG11	4
11550	PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES	60	30JUN11	21SEP11	16
16590	PREPARE & SUB. CONDUIT, WIRE & MISC. ELEC. EQ.	40	30JUN11	24AUG11	53
033000	PREPARE & SUB REBAR DRWGS ELEC RM SLAB & WALLS	40	30JUN11	24AUG11	84
15470	PREPARE & SUB. EXHAUST / SUPPLY FANS	40	30JUN11	24AUG11	90
15500	PREPARE & SUB. HVAC DUCTWORK & ACCES.	40	30JUN11	24AUG11	90
11240	REVIEW & APPROVE COGENERATION UNIT PACKAGE	20	25AUG11	21SEP11	0
11330	REVIEW & APPROVE DIGESTER GAS SCRUB IRON	20	25AUG11	21SEP11	4
11360	REVIEW & APPROVE LANDFILL GAS CARBON FILTERS	20	25AUG11	21SEP11	4
15390	REVIEW & APPROVE ABSORPTION CHILLER PACKAGE	20	25AUG11	21SEP11	4

NOTICE TO PROCEED
 COMPLETE & SUBMIT 60% DESIGN REVIEW
 PREPARE & SUBMIT PROJECT SCHEDULE
 COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)
 DESIGN & PERMIT MOBILIZATION
 REVIEW & APPROVE PROJECT SCHEDULE
 REVIEW & APPROVE 60% DESIGN DRAWINGS
 COMPLETE & SUBMIT 90% DESIGN DRAWINGS
 EXPLORATORY EXCAVATIONS & SURVEY
 REVIEW & APPROVE 90% DESIGN DRAWINGS
 PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.
 REVIEW & APPROVE BUILDING PERMIT
 COMPLETE 100% DESIGN
 Phase 1.2 - OBTAIN BUILDING PERMIT
 COMMENCE NEW CONSTRUCTION
 PHASE 1.3 - COMPLETE ANCILLARY EQUIP. SUBMITTALS

PREPARE & SUB. COGENERATION UNIT PACKAGE
 PREPARE & SUBMIT PLC & RTU MODIFICATIONS
 PREPARE & SUB. 4160V SWITCHGEAR
 PREPARE & SUB. 480V MCC-D1a, D1b, & D2
 PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES
 PREPARE & SUB. LANDFILL GAS CARBON FILTERS
 PREPARE & SUB. ABSORPTION CHILLER PACKAGE
 PREPARE & SUB. BACK-UP AIR COOLED CHILLER
 PREPARE & SUB. AIR HANDLING UNITS
 PREPARE & SUB. DIGESTER GAS SCRUB CARBON FILTERS
 PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES
 PREPARE & SUB. CONDUIT, WIRE & MISC. ELEC. EQ.
 PREPARE & SUB REBAR DRWGS ELEC RM SLAB & WALLS
 PREPARE & SUB. EXHAUST / SUPPLY FANS
 PREPARE & SUB. HVAC DUCTWORK & ACCES.
 REVIEW & APPROVE COGENERATION UNIT PACKAGE
 REVIEW & APPROVE DIGESTER GAS SCRUB IRON SPONGES
 REVIEW & APPROVE LANDFILL GAS CARBON FILTERS
 REVIEW & APPROVE ABSORPTION CHILLER PACKAGE

Start Date: 30JUN11
 Finish Date: 16DEC13
 Data Date: 30JUN11
 Run Date: 15MAR11 13:35

CGN2

POOLE & KENT COMPANY OF FLORIDA
 SDWWTP COGENERATION FACILITY UPGRADE
 PRELIMINARY SCHEDULE

© Primavera Systems, Inc.

Sheet 1 of 6

Date	Revision	Checked	Approved

EXHIBIT "C" 741

Activity ID	Activity Description	Orig Dur	Early Start	Early Finish	Total Float
GENC15	START-UP & PERFORM. TEST COGEN UNIT 5	10	17JAN13	30JAN13	0
GENC745	DEMO EXIST. COGEN UNIT No. 1 AND ACCESS.	15	31JAN13	20FEB13	0
GENC690	PHASE 2.4b - INSTALL & COM. OF COGEN UNIT NO. 5	0		20FEB13	0
SITEWORK					
03730	CUT & REMOVE ASPHALT FOR NEW ELECTRIC BLDG	2	28NOV11	28NOV11	29
16770	RELOCATE / SUPPORT EXISTING DUCT-BANKS	10	30NOV11	13DEC11	44
163000	MANHOLES	20	14DEC11	10JAN12	61
15740	RELOCATE EXISTING 16" ECWR & OFFSET 4" CLW	10	15DEC11	28DEC11	18
15760	RELOCATE 10" DHWS/R LINES	10	30DEC11	12JAN12	18
16775	NEW 480V D.B. - EXIST. ELEC. RM - EFF. P.S.	30	11JAN12	21FEB12	61
15760	RELOCATE 10" WATER MAIN & FIRE HYDRANT	3	16JAN12	18JAN12	18
03780	BULK EXCAVATION FOR NEW ELECTRICAL BLDG	5	19JAN12	25JAN12	18
NEW ELECTRICAL BUILDING					
03790	INSTALL BUILDING SUB-BASE & COMPACTION	5	26JAN12	01FEB12	18
03800	INSTALL VAPOR BARRIER	1	02FEB12	02FEB12	18
03805	FRP BASEMENT SLAB - EL 4.0	10	03FEB12	16FEB12	18
03810	FRP BASEMENT WALLS TO - EL 11.0	10	17FEB12	01MAR12	18
03815	FRP BASEMENT WALLS TO - EL 16.5	10	02MAR12	15MAR12	18
16820	U/G CONDUITS - EXIST. BASEMENT - NEW ELEC. BLDG	5	02MAR12	15MAR12	18
15005	U/G CHILLED H2O PIPE - EXST BASE - NEW ELEC.	5	02MAR12	08MAR12	23
03825	INSTALL FLOOR JOISTS	2	16MAR12	19MAR12	18
03830	FRP FLOOR SLAB - EL 18.0	10	20MAR12	02APR12	18
03835	FRP COLUMNS - EL 26.0	5	03APR12	09APR12	18
03850	INSTALL CMU BLOCK TO ELEVATION 26.0	10	10APR12	23APR12	18
03840	FRP TIE-BEAMS - EL 28.0	5	24APR12	30APR12	18
03845	FRP COLUMNS - EL 32.5	5	01MAY12	07MAY12	18
03855	INSTALL CMU BLOCK TO ELEVATION 32.5	5	08MAY12	14MAY12	18
03860	INSTALL ROOF JOISTS	2	15MAY12	16MAY12	18
03865	FRP ROOF BEAMS & ROOF SLAB - EL 34.0	10	17MAY12	30MAY12	18
03870	INSTALL CMU PARAPET & CAP	6	31MAY12	07JUN12	18
03880	INSTALL ROOFING SYSTEM & FLASHING	5	06JUN12	14JUN12	18
03875	INSTALL GLASS BLOCK	8	08JUN12	19JUN12	29
162996	LIGHTNING PROTECTION	10	08JUN12	21JUN12	337
03885	INSTALL DOORS & WINDOWS	3	15JUN12	19JUN12	18
03895	RUB / PATCH / FINISH BLDG INTERIOR	3	20JUN12	22JUN12	18
03900	FRP EXTERIOR STAIRS / WALKS / CANOPY	10	22JUN12	05JUL12	337
162998	GROUNDING UP GRADE	20	22JUN12	19JUL12	357
16920	CONDUITS IN BASEMENT TO 4160 SWITCHGEAR	15	25JUN12	13JUL12	18
03890	PAINT / CAULK ELECTRIC BLDG INTER - NEW ELEC BLDG	5	25JUN12	29JUN12	28
03905	RUB / PATCH / STUCCO FINISH BLDG EXTERIOR	10	25JUN12	06JUL12	336
16985	INSTALL LIGHTING FIXTURES	2	02JUL12	03JUL12	26
15000	SET AHU's	5	02JUL12	06JUL12	75
15010	A/G CHILLED H2O PIPE - BASEMENT - AHU's	10	09JUL12	20JUL12	75
03910	PAINT BUILDING EXTERIOR - NEW ELEC BLDG	5	09JUL12	13JUL12	336
16915	INSTALL NEW 4160 SWITCHGEAR	15	16JUL12	03AUG12	18
16965	CONDUITS FOR HVAC SYSTEMS	3	23JUL12	25JUL12	75
16970	CONDUITS FOR LIGHTING SYSTEMS	3	26JUL12	30JUL12	77

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Activity ID	Activity Description	Orig Dur	Early Start	Early Finish	Total Float
17000	PULLTERMINATE 4160V FEEDERS EFF P. S.	10/20AUG12	31AUG12	18	
16925	PULLTERMINATE 4160V FEEDERS COGEN UNIT 4	10/27SEP12	10OCT12	0	
16930	PULLTERMINATE 4160V FEEDERS COGEN UNIT 5	10/21OCT12	24OCT12	0	
16945	PULLTERMINATE SWITCHGEAR CONTROLS UNIT 4	5/25OCT12	31OCT12	0	
16950	PULLTERMINATE SWITCHGEAR CONTROLS UNIT 5	5/01NOV12	07NOV12	0	
16975	PULLTERMINATE WIRE HVAC SYSTEMS	5/08NOV12	14NOV12	0	
16980	PULLTERMINATE WIRE LIGHTING SYSTEMS	5/15NOV12	21NOV12	0	
162987	FIRE ALARM	10/13AUG13	25AUG13	70	
162995	ELECTRICAL TESTING	10/27AUG13	09SEP13	70	
EXISTING ELECTRICAL & CONTROL ROOMS					
16000	SET NEW 480V MCC - D1a & D1b	10/22FEB12	06MAR12	141	
16080	SET NEW LCP UNITS 4, 5 & MASTER LCP	5/07MAR12	13MAR12	141	
162999	CONCRETE CORING AND CUTTING	1/14MAR12	14MAR12	383	
16010	CONDUITS MCC-D EXIST. BASE, 480V D.B., EFF. P.S.	5/27APR12	03MAY12	109	
16040	CONTR. CONDUITS NEW ELEC. BLDG - MASTER LCP/RTU	5/04MAY12	10MAY12	109	
16035	CONTROL CONDUITS RTU 19 & MASTER LCP	5/11MAY12	17MAY12	109	
16005	PULLTERMINATE 480V MMC FEEDER FROM EFF. P.S.	5/18MAY12	24MAY12	109	
17015	MODIFY EXISTING RTU 19	5/16MAY12	24MAY12	109	
16045	PULLTERM CONTRL WIRE RTU-MASTER LCP-NEW ELEC.	10/25MAY12	07JUN12	109	
17020	SET-UP TEMP. HMI WORK STATION LOCATION	5/25MAY12	31MAY12	129	
16090	PULLTERM POWER MCC - D1a & D1b	10/08JUN12	21JUN12	109	
17065	INSTALL FIELD INSTRUMENTS	20/15OCT12	09NOV12	8	
17025	TERMINATE I&C - RTU 19 & HMI - UNITS 4 & 5	5/19NOV12	23NOV12	8	
17060	TERMINATE I&C - RTU 19 & HMI - AUX. EQUIPMENT	10/28NOV12	05DEC12	0	
17030	LOOP CHECK I&C - RTU 19 & HMI - UNITS 4 & 5	10/28NOV12	07DEC12	18	
17055	LOOP CHECK I&C - RTU 19 / HMI - AUX. EQUIPMENT	10/09DEC12	19DEC12	0	
09912	PAINT BUILDING EXTERIOR - EXISTING	20/17DEC12	11JAN13	208	
EXISTING ENGINE ROOM					
15140	INSTALL ENGINE ROOM FANS	10/17NOV11	30NOV11	178	
16100	EXPOSED CONDUITS / DISCONNECTS / WIRE FANS	10/01DEC11	14DEC11	178	
15145	INSTALL ENGINE ROOM DUCTWORK	10/15DEC11	28DEC11	178	
15150	START-UP AND TEST ENGINE ROOM EXHAUST SYSTEM	2/29DEC11	30DEC11	178	
11100	SET NEW COGEN UNIT NO. 4 & INSTRUMENTATION	10/06SEP12	19SEP12	0	
11105	SET NEW COGEN UNIT NO. 5	10/20SEP12	03OCT12	0	
11120	SET COGEN UNIT NO. 4 IN-TAKE & EXHAUST SYSTEM	7/20SEP12	28SEP12	11	
16105	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 4	5/27SEP12	03OCT12	35	
11125	SET COGEN UNIT NO. 5 IN-TAKE & EXHAUST SYSTEM	7/04OCT12	12OCT12	8	
16110	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 5	5/12NOV12	16NOV12	8	
09892	PAINT / CAULK ELECTRIC BLDG INTERIOR - EXISTING	20/19NOV12	14DEC12	206	
EXISTING BASEMENT					
03105	FRP ABSORPTION CHILLER EQ. PAD	5/28NOV11	02DEC11	225	
03100	FRP DHWR PUMP & HEAT EX. PADS UNITS 4 & 5	5/05DEC11	09DEC11	225	
15315	SET JACK/DIGEST/AUX - H2O HEAT EX'S UNITS 4 & 5	5/12DEC11	16DEC11	225	
15310	INSTALL NEW CHILLED WATER HEADERS IN BASEMENT	10/15DEC11	28DEC11	210	
15320	SET NEW DHWR PUMPS	3/19DEC11	21DEC11	225	
15325	F&I DHWS/R PIPING UNIT 4 & 5 - PUMPS - HEAT EX.	10/22DEC11	04JAN12	225	
15340	F&I JAC/AUX PIPING UNIT 4 & 5 - HEAT EX. - ENG.	10/05JAN12	18JAN12	225	

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Activity ID	Activity Description	Orig Dur	Early Start	Early Finish	Total Float	2011	2012	2013
16050	4160V CONDUITS - ENGINES - NEW ELECTRIC BLDG	40	02MAR12	26APR12	59			
16300	SET & CONNECT ABSORPTION CHILLER	5	08MAR12	14MAR12	160			
16085	A/G CONDUITS/WIRE/TERM ABSORPTION CHILLER	10	15MAR12	28MAR12	180			
16055	TIE-IN 4160V CONDUITS TO COGEN UNIT 4	5	20SEP12	26SEP12	0			
16060	TIE-IN 4160V CONDUITS TO COGEN UNIT 5	5	04OCT12	10OCT12	0			
16305	CONNECT CHILLED WATER PIPE CHILLER / AHU'S	10	04OCT12	17OCT12	50			
EXISTING GAS COMPOUND								
15205	U/G PIPE SYSTEMS - DIGESTER SCRUB/SPONGES/FILTERS	20	22FEB12	20MAR12	61			
15200	U/G PIPE SYSTEMS FOR AIR/COOL CHILLER SYSTEM	5	21MAR12	27MAR12	61			
16205	U/G ELECTRICAL DUCTBANKS - DIG. GAS SCRUB/SPONGES	20	21MAR12	17APR12	66			
15210	U/G PIPE SYSTEMS - LANDFILL SCRUB/CARBON FILTERS	5	28MAR12	24APR12	61			
16200	U/G ELECTRICAL DUCTBANKS - AIR-COOLED CHILLER	5	28MAR12	03APR12	91			
03920	FRP CONCRETE EQ PADS - DIGESTER SCRUB/SPONGES/FIL	15	18APR12	08MAY12	66			
16210	U/G ELEC CONDUITS - LANDFILL GAS SCRUB/CARBON FI	20	25APR12	22MAY12	61			
03915	FRP CONCRETE EQ PADS FOR AIR-COOLED-CHILL	5	09MAY12	15MAY12	66			
15225	SET & CONNECT - AIR-COOLED CHILLER SYSTEM	5	16MAY12	22MAY12	126			
03925	FRP CONCRETE EQ PADS - LANDFILL SCRUB/CARBON FIL	15	23MAY12	12JUN12	61			
15230	A/G PIPING AIR-COOLED CHILLER & PUMPS	5	28MAY12	29MAY12	126			
16215	A/G CONDUITS/WIRE/TERM - AIR-COOLED CHILLER SYS.	5	30MAY12	05JUN12	126			
15215	SET & CONNECT - DIGESTER SCRUB IRON SPONGES	20	26JUN12	25JUL12	50			
15220	SET & CONNECT - LANDFILL GAS CARBON FILTER	20	26JUN12	26JUL12	50			
15215A	SET & CONNECT - DIGESTER SCRUB CARBON FILTERS	20	26JUN12	26JUL12	50			
15235	A/G PIPING - LANDFILL GAS SCRUB/SPONGES/FILTERS	20	26JUL12	22AUG12	50			
15240	A/G PIPING - DIGESTERS GAS IRON SPONGES	20	26JUL12	22AUG12	50			
15240A	A/G PIPING - DIGESTERS GAS CARBON FILTERS	20	26JUL12	22AUG12	50			
16225	A/G CONDUITS/WIRE/TERM - DIG. SCRUB IRON SPONGES	20	28AUG12	19SEP12	50			
16220	A/G CONDUITS/WIRE/TERM - LANDFILL GAS SCRUB/CARB	20	28AUG12	19SEP12	50			
16220A	A/G CONDUITS/WIRE/TERM - DIG SCRUB CARBON FILTER	20	28AUG12	19SEP12	50			
PHASE 3A - INSTALL & COMMISSION NEW COGEN UNIT 3								
GENERAL CONDITIONS								
GENC705	START-UP & PERFORM. TEST COGEN UNIT NO. 3	10	11JUN13	24JUN13	0			
GENC700	PHASE 3.5a - INSTALL & COM. OF COGE UNIT NO. 3	0		24JUN13	0			
NEW ELECTRICAL BUILDING								
16935	PULLTERMINATE 4160V FEEDERS COGEN UNIT 3	10	02MAY13	15MAY13	0			
16955	PULLTERMINATE SWITCHGEAR CONTROLS UNIT 3	3	16MAY13	20MAY13	0			
EXISTING ELECTRICAL & CONTROL ROOMS								
16125	DEMO EXISTING SWITCH GEAR	10	21FEB13	06MAR13	20			
16095	SET MCC D2	5	07MAR13	13MAR13	20			
16135	CONDUIT 480V MMC D2 - UNIT NO. 3	5	11APR13	17APR13	0			
16130	PULLTERM 480 VOLT MCC D2 - UNIT NO. 3	5	21MAY13	27MAY13	0			
17035	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 3	5	28MAY13	03JUN13	0			
17045	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 3	5	04JUN13	10JUN13	0			
EXISTING ENGINE ROOM								
11140	DEMO EXISTING COGEN UNIT NO. 3 / PIPE / ACCESS	20	21FEB13	20MAR13	0			
11110	SET NEW COGEN UNIT NO. 3	10	21MAR13	03APR13	0			
11130	SET COGEN UNIT NO. 3 IN-TAKE & EXHAUST SYSTEM	5	04APR13	10APR13	43			

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EXHIBIT "D"

Activity ID	Activity Description	BI	BIS	Budgeted Cost
SDWWTP COGENERATION FACILITY UPGRADE				
Total				17,188,282.00
Bid Item 1				
11230	PREPARE & SUB. COGENERATION UNIT PACKAGE	1	1.01	0.00
GENC177	COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)	1	1.01	450,000.00
Subtotal		1	1.01	450,000.00
11240	REVIEW & APPROVE COGENERATION UNIT PACKAGE	1	1.02	0.00
GENC180	COMPLETE & SUBMIT 60% DESIGN REVIEW	1	1.02	450,000.00
GENC190	REVIEW & APPROVE 60% DESIGN DRAWINGS	1	1.02	0.00
Subtotal		1	1.02	450,000.00
GENC200	COMPLETE & SUBMIT 90% DESIGN DRAWINGS	1	1.03	450,000.00
GENC220	REVIEW & APPROVE 90% DESIGN DRAWINGS	1	1.03	0.00
GENC290	PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.	1	1.03	0.00
Subtotal		1	1.03	450,000.00
GENC210	COMPLETE 100% DESIGN	1	1.04	0.00
GENC215	DESIGN WORK FOR COORDINATION (10% B.I. #1)	1	1.04	150,000.00
Subtotal		1	1.04	150,000.00
Subtotal		1		1,500,000.00
Bid Item 2				
GENC160	REVIEW & APPROVE BUILDING PERMIT	2	2.01	0.00
GENC300	Phase 1.2 - OBTAIN BUILDING PERMIT	2	2.01	100,000.00
Subtotal		2	2.01	100,000.00
Subtotal		2	2.01	100,000.00
Bid Item 3				
11320	PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES	3	3.01	0.00
11330	REVIEW & APPROVE DIGESTER GAS SCRUB IRON SPONGES	3	3.01	0.00
11650	PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES	3	3.01	0.00
11660	REVIEW & APPROVE D.I. STL PIPE, FITTING & ACCES	3	3.01	0.00
13620	PREPARE & SUBMIT PLC & RTU MODIFICATIONS	3	3.01	0.00
13630	REVIEW & APPROVE PLC & RTU MODIFICATIONS	3	3.01	0.00
15380	PREPARE & SUB. ABSORPTION CHILLER PACKAGE	3	3.01	0.00
15390	REVIEW & APPROVE ABSORPTION CHILLER PACKAGE	3	3.01	0.00
15410	PREPARE & SUB. BACK-UP AIR COOLED CHILLER	3	3.01	0.00
15420	REVIEW & APPROVE BACK-UP AIR COOLED CHILLER	3	3.01	0.00
15440	PREPARE & SUB. AIR HANDLING UNITS	3	3.01	0.00
15450	REVIEW & APPROVE AIR HANDLING UNITS	3	3.01	0.00
15470	PREPARE & SUB. EXHAUST / SUPPLY FANS	3	3.01	0.00
15480	REVIEW & APPROVE EXHAUST / SUPPLY FANS	3	3.01	0.00
15500	PREPARE & SUB. HVAC DUCTWORK & ACCES.	3	3.01	0.00
15510	REVIEW & APPROVE HVAC DUCTWORK & ACCES.	3	3.01	0.00

Start Date Finish Date Data Date Run Date	29APR11 02SEP14 29APR11 09MAR11 10:20	CGN2	Sheet 1 of 6	Cogeneration Facility Upgrade Cost Breakdown	Date Revision Checked Approved
Sort by Bid Item					

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Activity ID	Activity Description	BI	BIS	Budgeted Cost
16530	PREPARE & SUB. 4160V SWITCHGEAR	3	3.01	0.00
16540	REVIEW & APPROVE 4160V SWITCHGEAR	3	3.01	0.00
16560	PREPARE & SUB. 480V MCC-D1a, D1b, & D2	3	3.01	0.00
16570	REVIEW & APPROVE 480V MCC-D1a, D1b, & D2	3	3.01	0.00
16590	PREPARE & SUB. CONDUIT, WIRE & MISC. ELEC. EQ.	3	3.01	0.00
16600	REVIEW & APPROVE CONDUIT, WIRE & MISC. ELEC. EQ.	3	3.01	0.00
033000	PREPARE & SUB REBAR DRWGS ELEC RM SLAB & WALLS	3	3.01	0.00
033005	REVIEW AND APPROVE REBAR DRWGS ELEC RM SLAB & WAL	3	3.01	0.00
GENC310	PHASE 1.3 - COMPLETE ANCILLARY EQUIP. SUBMITTALS	3	3.01	50,000.00
Subtotal		3	3.01	50,000.00
Subtotal		3	3.01	50,000.00

Bid Item 4

11100	SET NEW COGEN UNIT NO. 4 & INSTRUMENTATION	4	4.01	656,473.00
11105	SET NEW COGEN UNIT NO. 5	4	4.01	424,230.00
11120	SET COGEN UNIT NO. 4 IN-TAKE & EXHAUST SYSTEM	4	4.01	65,031.00
11125	SET COGEN UNIT NO. 5 IN-TAKE & EXHAUST SYSTEM	4	4.01	23,843.00
11150	FABRICATE & DELIVER AUX COGEN EQUIPMENT	4	4.01	400,000.00
11250	FABRICATE & DELIVER COGENERATION UNIT 4	4	4.01	924,000.00
11260	FABRICATE & DELIVER COGENERATION UNIT 5	4	4.01	924,000.00
15315	SET JACK/DIGEST/AUX - H2O HEAT EX'S UNITS 4 & 5	4	4.01	157,000.00
15320	SET NEW DHWR PUMPS	4	4.01	76,360.00
15325	F&I DHWS/R PIPING UNIT 4 & 5 - PUMPS - HEAT EX.	4	4.01	263,560.00
15340	F&I JAC/AUX PIPING UNIT 4 & 5 - HEAT EX. - ENG.	4	4.01	231,040.00
GENC105	START-UP & PERFORM. TEST COGEN UNIT 4	4	4.01	13,723.00
GENC115	START-UP & PERFORM. TEST COGEN UNIT 5	4	4.01	13,723.00
GENC680	PHASE 2.4a - INSTALL & COM. OF COGEN UNIT NO. 4	4	4.01	0.00
GENC690	PHASE 2.4b - INSTALL & COM. OF COGEN UNIT NO. 5	4	4.01	0.00
Subtotal		4	4.01	4,172,983.00

11340	FAB & DELIVER DIGESTER GAS SCRUBBER IRON SPONGES	4	4.02	284,970.00
15205	U/G PIPE SYSTEMS - DIGESTER SCRUB/SPONGES/FILTERS	4	4.02	87,760.00
15215	SET & CONNECT - DIGESTER SCRUB IRON SPONGES	4	4.02	10,120.00
15240	A/G PIPING - DIGESTERS GAS IRON SPONGES	4	4.02	43,164.00
GENC730	START-UP & TEST DIGESTER GAS SCRUB IRON SPONGES	4	4.02	3,000.00
Subtotal		4	4.02	429,014.00

15300	SET & CONNECT ABSORPTION CHILLER	4	4.03	43,560.00
15310	INSTALL NEW CHILLED WATER HEADERS IN BASEMENT	4	4.03	190,000.00
15400	FAB & DELIVER ABSORPTION CHILLER PACKAGE	4	4.03	336,000.00
GENC740	START-UP & TEST ABSORPTION CHILLER SYSTEM	4	4.03	2,750.00
Subtotal		4	4.03	572,310.00

15000	SET AHU's	4	4.04	25,825.00
15005	U/G CHILLED H2O PIPE - EXST BASE. - NEW ELEC.	4	4.04	37,500.00
15010	A/G CHILLED H2O PIPE - BASEMENT - AHU's	4	4.04	37,500.00
15200	U/G PIPE SYSTEMS FOR AIR/COOL CHILLER SYSTEM	4	4.04	10,975.00
15225	SET & CONNECT - AIR-COOLED CHILLER SYSTEM	4	4.04	16,300.00
15230	A/G PIPING AIR-COOLED CHILLER & PUMPS	4	4.04	37,500.00
15305	CONNECT CHILLED WATER PIPE CHILLER / AHU'S	4	4.04	12,500.00
15430	FAB & DELIVER BACK-UP AIR COOLED CHILLER	4	4.04	63,600.00
15460	FAB & DELIVER AIR HANDLING UNITS	4	4.04	95,400.00
GENC695	START-UP & TEST AIR-COOLED CHILLER SYSTEM	4	4.04	8,750.00

Activity ID	Activity Description	BI	BIS	Budgeted Cost
Subtotal		4	4.04	345,850.00
15140	INSTALL ENGINE ROOM FANS	4	4.05	26,400.00
15145	INSTALL ENGINE ROOM DUCTWORK	4	4.05	204,000.00
15150	START-UP AND TEST ENGINE ROOM EXHAUST SYSTEM	4	4.05	0.00
15490	FAB & DELIVER EXHAUST / SUPPLY FANS	4	4.05	133,600.00
15520	FAB & DELIVER HVAC DUCTWORK & ACCES.	4	4.05	225,600.00
Subtotal		4	4.05	589,800.00
16000	SET NEW 480V MCC - D1a & D1b	4	4.06	310,500.00
16005	PULL/TERMINATE 480V MMC FEEDER FROM EFF. P.S.	4	4.06	267,975.00
16010	CONDUITS MCC-D EXIST. BASE, 480V D.B., EFF. P.S.	4	4.06	182,250.00
16035	CONTROL CONDUITS RTU 19 & MASTER LCP	4	4.06	101,250.00
16040	CONTRL CONDUITS NEW ELEC. BLDG - MASTER LCP/RTU	4	4.06	168,750.00
16045	PULL/TERM CONTRL WIRE RTU-MASTER LCP-NEW ELEC.	4	4.06	182,250.00
16050	4160V CONDUITS - ENGINES - NEW ELECTRIC BLDG	4	4.06	47,250.00
16055	TIE-IN 4160V CONDUITS TO COGEN UNIT 4	4	4.06	3,375.00
16060	TIE-IN 4160V CONDUITS TO COGEN UNIT 5	4	4.06	3,375.00
16080	SET NEW LCP UNITS 4, 5 & MASTER LCP	4	4.06	87,750.00
16085	A/G CONDUITS/WIRE/TERM ABSORPTION CHILLER	4	4.06	20,250.00
16090	PULL/TERM POWER MCC - D1a & D1b	4	4.06	174,488.00
16095	SET MCC D2	4	4.06	99,900.00
16100	EXPOSED CONDUITS / DISCONNECTS / WIRE FANS	4	4.06	34,425.00
16105	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 4	4	4.06	20,250.00
16110	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 5	4	4.06	20,250.00
16125	DEMO EXISTING SWITCH GEAR	4	4.06	8,775.00
16200	U/G ELECTRICAL DUCTBANKS - AIR-COOLED CHILLER	4	4.06	14,175.00
16205	U/G ELECTRICAL DUCTBANKS - DIG. GAS SCRUB/SPONGS	4	4.06	14,175.00
16215	A/G CONDUITS/WIRE/TERM - AIR-COOLED CHILLER SYS.	4	4.06	30,375.00
16220	A/G CONDUITS/WIRE/TERM - DIG. SCRUB IRON SPONGES	4	4.06	13,770.00
16550	FAB & DELIVER 4160V SWITCHGEAR	4	4.06	0.00
16580	FAB & DELIVER 480V MCC-D1a, D1b, & D2	4	4.06	0.00
16610	FAB & DELIVER CONDUIT, WIRE & MISC. ELEC. EQ.	4	4.06	0.00
16770	RELOCATE / SUPPORT EXISTING DUCT-BANKS	4	4.06	111,375.00
16775	NEW 480V D.B. - EXIST. ELEC. RM - EFF. P.S.	4	4.06	236,250.00
16820	U/G CONDUITS - EXIST. BASEMENT - NEW ELEC. BLDG	4	4.06	47,250.00
16915	INSTALL NEW 4160 SWITCHGEAR	4	4.06	1,215,000.00
16920	CONDUITS IN BASEMENT TO 4160 SWITCHGEAR	4	4.06	155,250.00
16925	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 4	4	4.06	6,075.00
16930	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 5	4	4.06	6,075.00
16945	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 4	4	4.06	6,075.00
16950	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 5	4	4.06	6,075.00
16965	CONDUITS FOR HVAC SYSTEMS	4	4.06	34,425.00
16970	CONDUITS FOR LIGHTING SYSTEMS	4	4.06	20,925.00
16975	PULL/TERMINATE/WIRE HVAC SYSTEMS	4	4.06	16,875.00
16980	PULL/TERMINATE/WIRE LIGHTING SYSTEMS	4	4.06	24,975.00
16985	INSTALL LIGHTING FIXTURES	4	4.06	87,283.00
17000	PULL/TERMINATE 4160V FEEDERS EFF P. S.	4	4.06	155,250.00
162995	ELECTRICAL TESTING	4	4.06	67,500.00
162996	LIGHTNING PROTECTION	4	4.06	60,750.00
162997	FIRE ALARM	4	4.06	47,250.00
162998	GROUNDING UP GRADE	4	4.06	74,250.00
162999	CONCRETE CORING AND CUTTING	4	4.06	33,750.00
163000	MANHOLES	4	4.06	39,285.00
OWN1015	OWNER'S S-808 CONTRACT TO PULL & TERM 4160 FEED	4	4.06	0.00

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Activity ID	Activity Description	BI	BIS	Budgeted Cost
OWN1020	OWNER PROVIDED 480V POWER FOR MCC D	4	4.06	0.00
Subtotal		4	4.06	4,257,501.00
13640	FAB & DELIVER PLC. INSTRUMENT & RTU MODIFICATION	4	4.07	412,181.00
17015	MODIFY EXISTING RTU 19	4	4.07	57,623.00
17020	SET-UP TEMP. HMI WORK STATION LOCATION	4	4.07	44,838.00
17025	TERMINATE I&C - RTU 19 & HMI - UNITS 4 & 5	4	4.07	5,500.00
17030	LOOP CHECK I&C - RTU 19 & HMI - UNITS 4 & 5	4	4.07	20,759.00
17055	LOOP CHECK I&C - RTU 19 / HMI - AUX. EQUIPMENT	4	4.07	13,130.00
17060	TERMINATE I&C - RTU 19 & HMI - AUX. EQUIPMENT	4	4.07	5,500.00
17065	INSTALL FIELD INSTRUMENTS	4	4.07	100,000.00
Subtotal		4	4.07	659,531.00
11670	FAB & DELIVER D.I. & STL PIPE, FITTINGS & ACCES	4	4.08	558,062.00
15210	U/G PIPE SYSTEMS - LANDFILL SCRUB/CARBON FILTERS	4	4.08	132,720.00
15740	RELOCATE EXISTING 16" ECWR & OFFSET 4" CLW	4	4.08	38,310.00
15750	RELOCATE 10" DHWS/R LINES	4	4.08	18,000.00
15760	RELOCATE 10" WATER MAIN & FIRE HYDRANT	4	4.08	4,200.00
GENC745	DEMO EXIST. COGEN UNIT No. 1 AND ACCESS.	4	4.08	0.00
OWN1000	16" ECWR SHUT-DOWN BY OWNER	4	4.08	0.00
OWN1005	10" DHWS/R SHUT-DOWN BY OWNER	4	4.08	0.00
OWN1010	10" WATER MAIN SHUT-DOWN BY OWNER	4	4.08	0.00
Subtotal		4	4.08	751,292.00
Subtotal		4		11,778,281.00
Bid Item 5				
11110	SET NEW COGEN UNIT NO. 3	5	5.01	10,600.00
11115	SET NEW COGEN UNIT NO. 2	5	5.01	10,600.00
11130	SET COGEN UNIT NO. 3 IN-TAKE & EXHAUST SYSTEM	5	5.01	17,135.00
11135	SET COGEN UNIT NO. 2 IN-TAKE & EXHAUST SYSTEM	5	5.01	17,135.00
11140	DEMO EXISTING COGEN UNIT NO. 3 / PIPE / ACCESS.	5	5.01	1,164.00
11145	DEMO EXISTING COGEN UNIT NO. 2 / PIPE / ACCESS.	5	5.01	1,164.00
11270	FABRICATE & DELIVER COGENERATION UNIT 3	5	5.01	706,037.00
11280	FABRICATE & DELIVER COGENERATION UNIT 2	5	5.01	706,037.00
15330	F&I DHWS/R PIPING UNIT 3 - PUMPS - HEAT EX.	5	5.01	8,040.00
15335	F&I DHWS/R PIPING UNIT 2 - PUMPS - HEAT EX.	5	5.01	8,040.00
15345	F&I JAC/AUX PIPING UNIT 3 - HEAT EX. - ENG	5	5.01	13,200.00
15350	F&I JAC/AUX PIPING UNIT 2 - HEAT EX. - ENG.	5	5.01	13,200.00
15355	SET JACK/DIGEST/AUX - H2O HEAT EX'S UNIT 3	5	5.01	4,667.00
15360	SET JACK/DIGEST/AUX - H2O HEAT EX'S UNIT 2	5	5.01	4,667.00
GENC700	PHASE 3.5a - INSTALL & COM. OF COGE UNIT NO. 3	5	5.01	0.00
GENC705	START-UP & PERFORM. TEST COGEN UNIT NO. 3	5	5.01	9,721.00
GENC710	PHASE 3.5b - INSTALL & COM. OF COGE UNIT NO. 2	5	5.01	0.00
GENC715	START-UP & PERFORM. TEST COGEN UNIT NO. 2	5	5.01	9,721.00
Subtotal		5	5.01	1,541,128.00
03110	FRP HEAT EX. PADS UNIT 3	5	5.02	0.00
03115	FRP HEAT EX. PADS UNIT 2	5	5.02	0.00
16065	TIE-IN 4160V CONDUITS TO COGEN UNIT 3	5	5.02	2,500.00
16070	TIE-IN 4160V CONDUITS TO COGEN UNIT 2	5	5.02	2,500.00
16115	EXPOSED PWR/CONTRL CONDT/BOXES/WIRE COGEN UNIT 3	5	5.02	15,000.00
16120	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 2	5	5.02	15,000.00
16130	PULL/TERM 480 VOLT MCC D2 - UNIT NO. 3	5	5.02	25,000.00
16135	CONDUIT 480V MMC D2 - UNIT NO. 3	5	5.02	12,000.00

Activity ID	Activity Description	BI	BIS	Budgeted Cost
16935	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 3	5	5.02	4,500.00
16940	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 2	5	5.02	4,500.00
16955	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 3	5	5.02	4,500.00
16960	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 2	5	5.02	4,500.00
16990	CONDUIT 480V MCC D2 - UNIT NO. 2	5	5.02	12,500.00
16995	PULL/TERM 480V MCC D2 - UNIT NO. 2	5	5.02	62,500.00
Subtotal	REVIEW & APPROVE 90% DESIGN DRAWINGS	1	1.03	0.00
17035	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 3	5	5.03	5,000.00
17040	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 2	5	5.03	5,000.00
17045	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 3	5	5.03	11,936.00
17050	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 2	5	5.03	11,936.00
Subtotal		5	5.03	33,872.00
Subtotal		1		1,500,000.00
Bid Item 6				
03790	INSTALL BUILDING SUB-BASE & COMPACTION	6	6.01	71,243.00
03800	INSTALL VAPOR BARRIER	6	6.01	9,000.00
03805	FRP BASEMENT SLAB - EL 4.0	6	6.01	168,000.00
03810	FRP BASEMENT WALLS TO - EL 11.0	6	6.01	49,500.00
03815	FRP BASEMENT WALLS TO - EL 16.5	6	6.01	10,800.00
03825	INSTALL FLOOR JOISTS	6	6.01	28,750.00
03830	FRP FLOOR SLAB - EL 18.0	6	6.01	20,000.00
03835	FPR COLUMNS - EL 26.0	6	6.01	13,750.00
03840	FRP TIE-BEAMS - EL 26.0	6	6.01	31,250.00
03845	FRP COLUMNS - EL 32.5	6	6.01	7,500.00
03850	INSTALL CMU BLOCK TO ELEVATION 26.0	6	6.01	33,750.00
03855	INSTALL CMU BLOCK TO ELEVATION 32.5	6	6.01	11,250.00
03860	INSTALL ROOF JOISTS	6	6.01	10,000.00
03865	FRP ROOF BEAMS & ROOF SLAB - EL 34.0	6	6.01	8,750.00
03870	INSTALL CMU PARAPET & CAP	6	6.01	5,000.00
03875	INSTALL GLASS BLOCK	6	6.01	5,000.00
03880	INSTALL ROOFING SYSTEM & FLASHING	6	6.01	30,000.00
03885	INSTALL DOORS & WINDOWS	6	6.01	27,500.00
03890	PAINT /CAULK ELECTRIC BLDG INTER - NEW ELEC BLDG	6	6.01	25,000.00
03895	RUB / PATCH / FINISH BLDG INTERIOR	6	6.01	8,750.00
03900	FRP EXTERIOR STAIRS / WALKS / CANOPY	6	6.01	10,000.00
03905	RUB / PATCH / STUCCO FINISH BLDG EXTERIOR	6	6.01	18,750.00
03910	PAINT BUILDING EXTERIOR - NEW ELEC BLDG	6	6.01	25,000.00
033010	FABRICATE & DELIVER REBAR ELEC RM SLAB & WALLS	6	6.01	0.00
Subtotal		6	6.01	628,543.00
03100	FRP DHWR PUMP & HEAT EX. PADS UNITS 4 & 5	6	6.02	5,500.00
03105	FRP ABSORPTION CHILLER EQ. PAD	6	6.02	5,500.00
03892	PAINT / CAULK ELECTRIC BLDG INTERIOR - EXISTING	6	6.02	170,500.00
03912	PAINT BUILDING EXTERIOR - EXISTING	6	6.02	65,000.00
Subtotal		6	6.02	247,500.00
03730	CUT & REMOVE ASPHALT FOR NEW ELECTRIC BLDG	6	6.03	33,750.00
03780	BULK EXCAVATION FOR NEW ELECTRICAL BLDG	6	6.03	83,750.00
03915	FRP CONCRETE EQ PADS FOR AIR-COOLED-CHILL SYSTEM	6	6.03	4,250.00
03920	FRP CONCRETE EQ PADS - DIGESTER SCRUB/SPONGS/FIL	6	6.03	22,206.00
Subtotal		6	6.03	123,958.00

Activity ID	Activity Description	BI	BJS	Budgeted Cost
Subtotal		6		1,000,001.00
Bid Item 8				
GENC100	NOTICE TO PROCEED	8	8.01	0.00
GENC110	DESIGN & PERMIT MOBILIZATION	8	8.01	250,000.00
GENC130	PREPARE & SUBMIT PROJECT SCHEDULE	8	8.01	0.00
GENC140	REVIEW & APPROVE PROJECT SCHEDULE	8	8.01	0.00
GENC150	EXPLORATORY EXCAVATIONS & SURVEY	8	8.01	0.00
Subtotal		8	8.01	250,000.00
Subtotal		8	8.01	250,000.00
Bid Item 9				
GENC170	COMMENCE NEW CONSTRUCTION	9	9.01	0.00
GENC175	MOB & TEMP FACILITIES CONSTRUCTION	9	9.01	550,000.00
Subtotal		9	9.01	550,000.00
Subtotal		9	9.01	550,000.00
Bid Item 10				
GENC720	PHASE 4 - FINAL COMPLETION & PROJECT CLOSE-OUT	10	10.01	0.00
GENC725	PUNCH LIST & PROJECT CLOSE-OUT	10	10.01	220,000.00
Subtotal		10	10.01	220,000.00
Subtotal		10	10.01	220,000.00
Bid Item 17				
03025	FRP CONCRETE EQ PADS - LANDFILL SCRUB/CARBON FIL	17	17.01	0.00
11350	PREPARE & SUB. LANDFILL GAS CARBON FILTERS	17	17.01	0.00
11360	REVIEW & APPROVE LANDFILL GAS CARBON FILTERS	17	17.01	0.00
11370	FAB & DELIVER LANDFILL GAS CARBON FILTERS	17	17.01	0.00
15220	SET & CONNECT - LANDFILL GAS CARBON FILTER	17	17.01	0.00
15235	A/G PIPING - LANDFILL GAS SCRUB/SPONGS/FILTERS	17	17.01	0.00
16210	U/G ELEC CONDUITS - LANDFILL GAS SCRUB/CARBON FI	17	17.01	0.00
16225	A/G CONDUITS/WIRE/TERM - LANDFILL GAS SCRUB/CARB	17	17.01	0.00
11320A	PREPARE & SUB. DIGESTER GAS SCRUB CARBON FILTERS	17	17.01	0.00
11330A	REVIEW & APPR DIGESTER GAS SCRUB CARBON FILTERS	17	17.01	0.00
11340A	FAB & DELIVER DIGESTER GAS SCRUBER CARBON FILTER	17	17.01	0.00
15215A	SET & CONNECT - DIGESTER SCRUB CARBON FILTERS	17	17.01	0.00
15240A	A/G PIPING - DIGESTERS GAS CARBON FILTERS	17	17.01	0.00
16220A	A/G CONDUITS/WIRE/TERM - DIG SCRUB CARBON FILTER	17	17.01	0.00
GENC730A	START-UP & TEST DIGESTER GAS SCRUB CARBON FILTER	17	17.01	0.00
GENC735	START-UP & TEST LANDFILL GAS SCRUB/CARBON FILTER	17	17.01	0.00
Subtotal		17	17.01	0.00
Subtotal		17	17.01	0.00

Activity ID	Activity Description	Budgeted Cost
SDWWTP COGENERATION FACILITY UPGRADE		
Total		17,188,282.00

PHASE 1 - DESIGN / PERMITTING / SHOP DRAWINGS

GENERAL CONDITIONS

Subtotal		1,750,000.00
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ROOLE & KENT

GENC100	NOTICE TO PROCEED	0.00
GENC130	PREPARE & SUBMIT PROJECT SCHEDULE	0.00
GENC177	COMPLETE & SUBMIT 30% - NTP (30% B.I. #1)	450,000.00
GENC110	DESIGN & PERMIT MOBILIZATION	250,000.00
GENC140	REVIEW & APPROVE PROJECT SCHEDULE	0.00
GENC150	EXPLORITORY EXCAVATIONS & SURVEY	0.00
GENC290	PHASE 1.1 - DESIGN COMPLETE FOR BLDG DEPT.	0.00
GENC160	REVIEW & APPROVE BUILDING PERMIT	0.00
GENC300	Phase 1.2 - OBTAIN BUILDING PERMIT	100,000.00
GENC170	COMMENCE NEW CONSTRUCTION	0.00
GENC310	PHASE 1.3 - COMPLETE ANCILLARY EQUIP. SUBMITTALS	50,000.00

ENGINEERING & DESIGN

GENC180	COMPLETE & SUBMIT 60% DESIGN REVIEW	450,000.00
GENC190	REVIEW & APPROVE 60% DESIGN DRAWINGS	0.00
GENC200	COMPLETE & SUBMIT 90% DESIGN DRAWINGS	450,000.00
GENC220	REVIEW & APPROVE 90% DESIGN DRAWINGS	0.00
GENC210	COMPLETE 100% DESIGN	0.00

SHOP DRAWINGS & SUBMITTALS

Subtotal		5,369,687.00
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GENERAL CONSTRUCTION

033000	PREPARE & SUB REBAR DRWGS ELEC RM SLAB & WALLS	0.00
033005	REVIEW AND APPROVE REBAR DRWGS ELEC RM SLAB & WAL	0.00
033010	FABRICATE & DELIVER REBAR ELEC RM SLAB & WALLS	0.00

PROCESS MECHANICAL

11230	PREPARE & SUB. COGENERATION UNIT PACKAGE	0.00
11320	PREPARE & SUB. DIGESTER GAS SCRUB IRON SPONGES	0.00
11350	PREPARE & SUB. LANDFILL GAS CARBON FILTERS	0.00
11320A	PREPARE & SUB. DIGESTER GAS SCRUB CARBON FILTERS	0.00
11650	PREPARE & SUB. D.I. & STL PIPE, FITTING & ACCES	0.00
11240	REVIEW & APPROVE COGENERATION UNIT PACKAGE	0.00
11330	REVIEW & APPROVE DIGESTER GAS SCRUB IRON SPONGES	0.00
11360	REVIEW & APPROVE LANDFILL GAS CARBON FILTERS	0.00
11330A	REVIEW & APPR DIGESTER GAS SCRUB CARBON FILTERS	0.00
11250	FABRICATE & DELIVER COGENERATION UNIT 4	924,000.00
11660	REVIEW & APPROVE D.I. STL PIPE, FITTING & ACCES	0.00
11340	FAB & DELIVER DIGESTER GAS SCRUBBER IRON SPONGES	284,970.00
11370	FAB & DELIVER LANDFILL GAS CARBON FILTERS	0.00
11340A	FAB & DELIVER DIGESTER GAS SCRUBBER CARBON FILTER	0.00
11270	FABRICATE & DELIVER COGENERATION UNIT 3	706,037.00
11280	FABRICATE & DELIVER COGENERATION UNIT 2	706,037.00
11670	FAB & DELIVER D.I. & STL PIPE, FITTINGS & ACCES	558,062.00
11260	FABRICATE & DELIVER COGENERATION UNIT 5	924,000.00

Start Date 29APR11
 Finish Date 02SEP14
 Data Date 29APR11
 Run Date 09MAR11 10:19

CGN2 Sheet 1 of 7
**Cogeneration Facility Upgrade
 Cost Breakdown**

Date	Revision	Checked	Approved

Sort by Area

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Activity ID	Activity Description	Budgeted Cost
HVAC		
15380	PREPARE & SUB. ABSORPTION CHILLER PACKAGE	0.00
15410	PREPARE & SUB. BACK-UP AIR COOLED CHILLER	0.00
15440	PREPARE & SUB. AIR HANDLING UNITS	0.00
15470	PREPARE & SUB. EXHAUST / SUPPLY FANS	0.00
15500	PREPARE & SUB. HVAC DUCTWORK & ACCES.	0.00
15390	REVIEW & APPROVE ABSORPTION CHILLER PACKAGE	0.00
15420	REVIEW & APPROVE BACK-UP AIR COOLED CHILLER	0.00
15450	REVIEW & APPROVE AIR HANDLING UNITS	0.00
15480	REVIEW & APPROVE EXHAUST / SUPPLY FANS	0.00
15510	REVIEW & APPROVE HVAC DUCTWORK & ACCES.	0.00
15400	FAB & DELIVER ABSORPTION CHILLER PACKAGE	336,000.00
15430	FAB & DELIVER BACK-UP AIR COOLED CHILLER	63,600.00
15490	FAB & DELIVER EXHAUST / SUPPLY FANS	133,800.00
15460	FAB & DELIVER AIR HANDLING UNITS	95,400.00
15520	FAB & DELIVER HVAC DUCTWORK & ACCES.	225,600.00
ELECTRICAL		
16530	PREPARE & SUB. 4160V SWITCHGEAR	0.00
16560	PREPARE & SUB. 480V MCC-D1a, D1b, & D2	0.00
16590	PREPARE & SUB. CONDUIT, WIRE & MISC. ELEC. EQ.	0.00
16600	REVIEW & APPROVE CONDUIT, WIRE & MISC. ELEC. EQ.	0.00
16540	REVIEW & APPROVE 4160V SWITCHGEAR	0.00
16570	REVIEW & APPROVE 480V MCC-D1a, D1b, & D2	0.00
16610	FAB & DELIVER CONDUIT, WIRE & MISC. ELEC. EQ.	0.00
16550	FAB & DELIVER 4160V SWITCHGEAR	0.00
16580	FAB & DELIVER 480V MCC-D1a, D1b, & D2	0.00
INSTRUMENTATION & CONTROLS		
13620	PREPARE & SUBMIT PLC & RTU MODIFICATIONS	0.00
13630	REVIEW & APPROVE PLC & RTU MODIFICATIONS	0.00
13640	FAB & DELIVER PLC. INSTRUMENT & RTU MODIFICATION	412,181.00
PHASE 2 - INSTALL & COMMISSION CONGEN UNITS 4 & 5		
GENERAL CONDITIONS		
Subtotal		41,946.00
POOLE & KENT		
GENC730	START-UP & TEST DIGESTER GAS SCRUB IRON SPONGES	3,000.00
GENC730A	START-UP & TEST DIGESTER GAS SCRUB CARBON FILTER	0.00
GENC735	START-UP & TEST LANDFILL GAS SCRUB/CARBON FILTER	0.00
GENC695	START-UP & TEST AIR-COOLED CHILLER SYSTEM	8,750.00
GENC740	START-UP & TEST ABSORPTION CHILLER SYSTEM	2,750.00
GENC105	START-UP & PERFORM. TEST COGEN UNIT 4	13,723.00
GENC680	PHASE 2.4a - INSTALL & COM. OF COGEN UNIT NO. 4	0.00
GENC115	START-UP & PERFORM. TEST COGEN UNIT 5	13,723.00
GENC745	DEMO EXIST. COGEN UNIT No. 1 AND ACCESS.	0.00
GENC690	PHASE 2.4b - INSTALL & COM. OF COGEN UNIT NO. 5	0.00
OWNER		
OWN1000	16" ECWR SHUT-DOWN BY OWNER	0.00
OWN1005	10" DHWS/R SHUT-DOWN BY OWNER	0.00
OWN1010	10" WATER MAIN SHUT-DOWN BY OWNER	0.00
OWN1020	OWNER PROVIDED 480V POWER FOR MCC D	0.00
OWN1015	OWNER'S S-808 CONTRACT TO PULL & TERM 4160 FEED	0.00
SITE WORK		
Subtotal		505,635.00
GENERAL CONSTRUCTION		
03730	CUT & REMOVE ASPHALT FOR NEW ELECTRIC BLDG	33,750.00
03780	BULK EXCAVATION FOR NEW ELECTRICAL BLDG	63,750.00

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Activity ID	Activity Description	Budgeted Cost
PROCESS MECHANICAL		
15740	RELOCATE EXISTING 16" ECWR & OFFSET 4" CLW	38,310.00
15750	RELOCATE 10" DHWS/R LINES	18,000.00
15760	RELOCATE 10" WATER MAIN & FIRE HYDRANT	4,200.00
ELECTRICAL		
16770	RELOCATE / SUPPORT EXISTING DUCT-BANKS	111,375.00
16775	NEW 480V D.B. - EXIST. ELEC. RM - EFF. P.S.	236,250.00
NEW ELECTRICAL BUILDING		
Subtotal		2,510,901.00
GENERAL CONSTRUCTION		
03790	INSTALL BUILDING SUB-BASE & COMPACTION	71,243.00
03800	INSTALL VAPOR BARRIER	9,000.00
03805	FRP BASEMENT SLAB - EL 4.0	168,000.00
03810	FRP BASEMENT WALLS TO - EL 11.0	49,500.00
03815	FRP BASEMENT WALLS TO - EL 16.5	10,800.00
03825	INSTALL FLOOR JOISTS	28,750.00
03830	FRP FLOOR SLAB - EL 18.0	20,000.00
03835	FPR COLUMNS - EL 26.0	13,750.00
03850	INSTALL CMU BLOCK TO ELEVATON 26.0	33,750.00
03840	FRP TIE-BEAMS - EL 26.0	31,250.00
03845	FRP COLUMNS - EL 32.5	7,500.00
03855	INSTALL CMU BLOCK TO ELEVATION 32.5	11,250.00
03860	INSTALL ROOF JOISTS	10,000.00
03865	FRP ROOF BEAMS & ROOF SLAB - EL 34.0	8,750.00
03870	INSTALL CMU PARAPET & CAP	5,000.00
03880	INSTALL ROOFING SYSTEM & FLASHING	30,000.00
03875	INSTALL GLASS BLOCK	5,000.00
03885	INSTALL DOORS & WINDOWS	27,500.00
03895	RUB / PATCH / FINISH BLDG INTERIOR	8,750.00
03900	FRP EXTERIOR STAIRS / WALKS / CANOPY	10,000.00
03890	PAINT /CAULK ELECTRIC BLDG INTER - NEW ELEC BLDG	25,000.00
03905	RUB / PATCH / STUCCO FINISH BLDG EXTERIOR	18,750.00
03910	PAINT BUILDING EXTERIOR - NEW ELEC BLDG	25,000.00
HVAC		
15005	U/G CHILLED H2O PIPE - EXST BASE. - NEW ELEC.	37,500.00
15000	SET AHU's	25,825.00
15010	A/G CHILLED H2O PIPE - BASEMENT - AHU's	37,500.00
ELECTRICAL		
16820	U/G CONDUITS - EXIST. BASEMENT - NEW ELEC. BLDG	47,250.00
16920	CONDUITS IN BASEMENT TO 4160 SWITCHGEAR	155,250.00
16985	INSTALL LIGHTING FIXTURES	87,283.00
16915	INSTALL NEW 4160 SWITCHGEAR	1,215,000.00
16965	CONDUITS FOR HVAC SYSTEMS	34,425.00
16970	CONDUITS FOR LIGHTING SYSTEMS	20,925.00
17000	PULL/TERMINATE 4160V FEEDERS EFF P. S.	155,250.00
16925	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 4	6,075.00
16930	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 5	6,075.00
16945	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 4	6,075.00
16950	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 5	6,075.00
16975	PULL/TERMINATE/WIRE HVAC SYSTEMS	16,875.00
16980	PULL/TERMINATE/WIRE LIGHTING SYSTEMS	24,975.00
EXISTING ELECTRICAL & CONTROL ROOMS		
Subtotal		1,622,563.00
ELECTRICAL		
16000	SET NEW 480V MCC - D1a & D1b	310,500.00

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Activity ID	Activity Description	Budgeted Cost
16080	SET NEW LCP UNITS 4, 5 & MASTER LCP	87,750.00
16010	CONDUITS MCC-D EXIST. BASE, 480V D.B., EFF. P.S.	182,250.00
16040	CONTRL CONDUITS NEW ELEC. BLDG - MASTER LCP/RTU	168,750.00
16035	CONTROL CONDUITS RTU 19 & MASTER LCP	101,250.00
16005	PULL/TERMINATE 480V MMC FEEDER FROM EFF. P.S.	267,975.00
16045	PULL/TERM CONTRL WIRE RTU-MASTER LCP-NEW ELEC.	182,250.00
16090	PULL/TERM POWER MCC - D1a & D1b	174,488.00
INSTRUMENTATION & CONTROLS		
17015	MODIFY EXISTING RTU 19	57,623.00
17020	SET-UP TEMP. HMI WORK STATION LOCATION	44,838.00
17025	TERMINATE I&C - RTU 19 & HMI - UNITS 4 & 5	5,500.00
17060	TERMINATE I&C - RTU 19 & HMI - AUX. EQUIPMENT	5,500.00
17030	LOOP CHECK I&C - RTU 19 & HMI - UNITS 4 & 5	20,759.00
17055	LOOP CHECK I&C - RTU 19 / HMI - AUX. EQUIPMENT	13,130.00
EXISTING ENGINE ROOM		
Subtotal		1,474,902.00
PROCESS MECHANICAL		
11100	SET NEW COGEN UNIT NO. 4 & INSTRUMENTATION	656,473.00
11120	SET COGEN UNIT NO. 4 IN-TAKE & EXHAUST SYSTEM	65,031.00
11105	SET NEW COGEN UNIT NO. 5	424,230.00
11125	SET COGEN UNIT NO. 5 IN-TAKE & EXHAUST SYSTEM	23,843.00
HVAC		
15140	INSTALL ENGINE ROOM FANS	26,400.00
15145	INSTALL ENGINE ROOM DUCTWORK	204,000.00
15150	START-UP AND TEST ENGINE ROOM EXHAUST SYSTEM	0.00
ELECTRICAL		
16100	EXPOSED CONDUITS / DISCONNECTS / WIRE FANS	34,425.00
16105	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 4	20,250.00
16110	EXPOSED CONTROL CONDT/J-BOXES/WIRE COGEN UNIT 5	20,250.00
EXISTING BASEMENT		
Subtotal		1,059,270.00
GENERAL CONSTRUCTION		
03105	FRP ABSORPTION CHILLER EQ. PAD	5,500.00
03100	FRP DHWR PUMP & HEAT EX. PADS UNITS 4 & 5	5,500.00
PROCESS MECHANICAL		
15315	SET JACK/DIGEST/AUX - H2O HEAT EX'S UNITS 4 & 5	157,000.00
15320	SET NEW DHWR PUMPS	76,360.00
15325	F&I DHWS/R PIPING UNIT 4 & 5 - PUMPS - HEAT EX.	263,560.00
15340	F&I JAC/AUX PIPING UNIT 4 & 5 - HEAT EX. - ENG.	231,040.00
HVAC		
15310	INSTALL NEW CHILLED WATER HEADERS IN BASEMENT	190,000.00
15300	SET & CONNECT ABSORPTION CHILLER	43,560.00
15305	CONNECT CHILLED WATER PIPE CHILLER / AHU'S	12,500.00
ELECTRICAL		
16050	4160V CONDUITS - ENGINES - NEW ELECTRIC BLDG	47,250.00
16085	A/G CONDUITS/WIRE/TERM ABSORPTION CHILLER	20,250.00
16055	TIE-IN 4160V CONDUITS TO COGEN UNIT 4	3,375.00
16060	TIE-IN 4160V CONDUITS TO COGEN UNIT 5	3,375.00
EXISTING GAS COMPOUND		
Subtotal		437,492.00
GENERAL CONSTRUCTION		
03920	FRP CONCRETE EQ PADS - DIGESTER SCRUB/SPONGS/FIL	22,208.00
03915	FRP CONCRETE EQ PADS FOR AIR-COOLED-CHILL SYSTEM	4,250.00
03925	FRP CONCRETE EQ PADS - LANDFILL SCRUB/CARBON FIL	0.00

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Activity ID	Activity Description	Budgeted Cost
PROCESS MECHANICAL		
15205	U/G PIPE SYSTEMS - DIGESTER SCRUB/SPONGS/FILTERS	87,760.00
15210	U/G PIPE SYSTEMS - LANDFILL SCRUB/CARBON FILTERS	132,720.00
15215	SET & CONNECT - DIGESTER SCRUB IRON SPONGES	10,120.00
15220	SET & CONNECT - LANDFILL GAS CARBON FILTER	0.00
15235	A/G PIPING - LANDFILL GAS SCRUB/SPONGS/FILTERS	0.00
15240	A/G PIPING - DIGESTERS GAS IRON SPONGES	43,164.00
15240A	A/G PIPING - DIGESTERS GAS CARBON FILTERS	0.00
HVAC		
15200	U/G PIPE SYSTEMS FOR AIR/COOL CHILLER SYSTEM	10,975.00
15225	SET & CONNECT - AIR-COOLED CHILLER SYSTEM	16,300.00
15230	A/G PIPING AIR-COOLED CHILLER & PUMPS	37,500.00
ELECTRICAL		
16205	U/G ELECTRICAL DUCTBANKS - DIG. GAS SCRUB/SPONGS	14,175.00
16200	U/G ELECTRICAL DUCTBANKS - AIR-COOLED CHILLER	14,175.00
16210	U/G ELEC CONDUITS - LANDFILL GAS SCRUB/CARBON FI	0.00
16215	A/G CONDUITS/WIRE/TERM - AIR-COOLED CHILLER SYS.	30,375.00
15215A	SET & CONNECT - DIGESTER SCRUB CARBON FILTERS	0.00
16220	A/G CONDUITS/WIRE/TERM - DIG. SCRUB IRON SPONGES	13,770.00
16225	A/G CONDUITS/WIRE/TERM - LANDFILL GAS SCRUB/CARB	0.00
16220A	A/G CONDUITS/WIRE/TERM - DIG SCRUB CARBON FILTER	0.00
PHASE 3A - INSTALL & COMMISSION NEW COGEN UNIT 3		
GENERAL CONDITIONS		
Subtotal		9,721.00
POOLE & KENT		
GENC705	START-UP & PERFORM. TEST COGEN UNIT NO. 3	9,721.00
GENC700	PHASE 3.5a - INSTALL & COM. OF COGE UNIT NO. 3	0.00
NEW ELECTRICAL BUILDING		
Subtotal		9,000.00
ELECTRICAL		
16935	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 3	4,500.00
16955	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 3	4,500.00
EXISTING ELECTRICAL & CONTROL ROOMS		
Subtotal		162,611.00
ELECTRICAL		
16125	DEMO EXISTING SWITCH GEAR	8,775.00
16095	SET MCC D2	99,900.00
16135	CONDUIT 480V MMC D2 - UNIT NO. 3	12,000.00
16130	PULL/TERM 480 VOLT MCC D2 - UNIT NO. 3	25,000.00
INSTRUMENTATION & CONTROLS		
17035	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 3	5,000.00
17045	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 3	11,935.00
EXISTING ENGINE ROOM		
Subtotal		43,899.00
PROCESS MECHANICAL		
11140	DEMO EXISTING COGEN UNIT NO. 3 / PIPE / ACCESS.	1,164.00
11110	SET NEW COGEN UNIT NO. 3	10,600.00
11130	SET COGEN UNIT NO. 3 IN-TAKE & EXHAUST SYSTEM	17,135.00
ELECTRICAL		
16115	EXPOSED PWR/CONTRL CONDT/BOXES/WIRE COGEN UNIT 3	15,000.00
EXISTING BASEMENT		
Subtotal		28,407.00
GENERAL CONSTRUCTION		
03110	FRP HEAT EX. PADS UNIT 3	0.00

Activity ID	Activity Description	Budgeted Cost
PROCESS MECHANICAL		
15355	SET JACK/DIGEST/AUX - H2O HEAT EX'S UNIT 3	4,667.00
15330	F&I DHWS/R PIPING UNIT 3 - PUMPS - HEAT EX.	8,040.00
15345	F&I JAC/AUX PIPING UNIT 3 - HEAT EX. - ENG.	13,200.00
ELECTRICAL		
16065	TIE-IN 4160V CONDUITS TO COGEN UNIT 3	2,500.00
PHASE 3B - INSTALL & COMMISSION NEW COGEN UNIT 2		
GENERAL CONDITIONS		
Subtotal		9,721.00
POOLER & KENT		
GENC715	START-UP & PERFORM. TEST COGEN UNIT NO. 2	9,721.00
GENC710	PHASE 3.5b - INSTALL & COM. OF COGE UNIT NO. 2	0.00
NEW ELECTRICAL BUILDING		
Subtotal		9,000.00
ELECTRICAL		
16940	PULL/TERMINATE 4160V FEEDERS COGEN UNIT 2	4,500.00
16960	PULL/TERMINATE SWITCHGEAR CONTROLS UNIT 2	4,500.00
EXISTING ELECTRICAL & CONTROL ROOMS		
Subtotal		91,936.00
ELECTRICAL		
16990	CONDUIT 480V MCC D2 - UNIT NO. 2	12,500.00
16995	PULL/TERM 480V MCC D2 - UNIT NO. 2	62,500.00
INSTRUMENTATION & CONTROLS		
17040	TERMINATE I&C - RTU 19 & HMI - COGEN UNIT 2	5,000.00
17050	LOOP CHECK I&C - RTU 19 & HMI - COGEN UNIT 2	11,936.00
EXISTING ENGINE ROOM		
Subtotal		43,899.00
PROCESS MECHANICAL		
11145	DEMO EXISTING COGEN UNIT NO. 2 / PIPE / ACCESS.	1,164.00
11115	SET NEW COGEN UNIT NO. 2	10,600.00
11135	SET COGEN UNIT NO. 2 IN-TAKE & EXHAUST SYSTEM	17,135.00
ELECTRICAL		
16120	EXPOSED CONTROL CONDT/J-BOXES/MRE COGEN UNIT 2	15,000.00
EXISTING BASEMENT		
Subtotal		28,407.00
GENERAL CONSTRUCTION		
03115	FRP HEAT EX. PADS UNIT 2	0.00
PROCESS MECHANICAL		
15360	SET JACK/DIGEST/AUX - H2O HEAT EX'S UNIT 2	4,667.00
15335	F&I DHWS/R PIPING UNIT 2 - PUMPS - HEAT EX.	8,040.00
15350	F&I JAC/AUX PIPING UNIT 2 - HEAT EX. - ENG.	13,200.00
ELECTRICAL		
16070	TIE-IN 4160V CONDUITS TO COGEN UNIT 2	2,500.00
PHASE 4 - FINAL COMPLETION & PROJECT CLOSE-OUT		
GENERAL CONDITIONS		
Subtotal		220,000.00
POOLER & KENT		
GENC725	PUNCH LIST & PROJECT CLOSE-OUT	220,000.00
GENC720	PHASE 4 - FINAL COMPLETION & PROJECT CLOSE-OUT	0.00
GENERAL CONDITIONS		
Subtotal		700,000.00
POOLER & KENT		
GENC175	MOB & TEMP FACILITIES CONSTRUCTION	550,000.00

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Activity ID	Activity Description	Budgeted Cost
ENGINEERING & DESIGN		
GENC215	DESIGN WORK FOR COORDINATION (10% B.I. #1)	150,000.00
SITE WORK		
Subtotal		39,285.00
ELECTRICAL		
163000	MANHOLES	39,285.00
NEW ELECTRICAL BUILDING		
Subtotal		249,750.00
ELECTRICAL		
162996	LIGHTNING PROTECTION	60,750.00
162998	GROUNDING UP GRADE	74,250.00
162997	FIRE ALARM	47,250.00
162995	ELECTRICAL TESTING	67,500.00
EXISTING ELECTRICAL & CONTROL ROOMS		
Subtotal		199,750.00
GENERAL CONSTRUCTION		
03912	PAINT BUILDING EXTERIOR - EXISTING	66,000.00
PROCESS MECHANICAL		
17065	INSTALL FIELD INSTRUMENTS	100,000.00
ELECTRICAL		
162999	CONCRETE CORING AND CUTTING	33,750.00
EXISTING ENGINE ROOM		
Subtotal		170,500.00
GENERAL CONSTRUCTION		
03892	PAINT / CAULK ELECTRIC BLDG INTERIOR - EXISTING	170,500.00
Subtotal		400,000.00
11150	FABRICATE & DELIVER AUX COGEN EQUIPMENT	400,000.00

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EXHIBIT "E" COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Patrick H. Carr who being
duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the Proposer of this contract.

I state that the Proposer of this contract:

is not related to any of the other parties proposing in the competitive solicitation, and that the Proposer's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer.

OR

is related to the following parties who proposed in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended Proposer identifies related parties in the competitive solicitation its proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: *Patrick H. Carr* October 15 20 10
Signature of Affiant Date
Patrick H. Carr
President & C.O.O.
7 7 5 - 3 1 6 3 4 6 6 1
Printed Name of Affiant and Title Federal Employer Identification Number
Poole & Kent Company of Florida
Printed Name of Firm
1781 N.W. North River Drive, Miami, FL 33125
Address of Firm

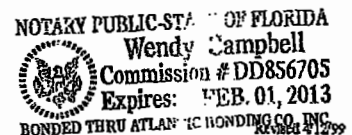
SUBSCRIBED AND SWORN TO (or affirmed) before me this 15th day of October 20 10

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

Wendy Campbell _____
Signature of Notary (Type of identification)
DD856705
Serial Number
Wendy Campbell _____
Print or Stamp Name of Notary Expiration Date
2/01/2013

Notary Public - State of Florida

Notary Seal



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