

Memorandum



Date: February 3, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A Gimenez,
Mayor 

Subject: Recommendation approving award of a Design-Build Contract to Lanzo Construction Co., Florida, in the total amount of \$9,756,995.00 with a total contract term of 910 days for a project entitled "Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)"- Project No. DB13-WASD-04; Contract No. 14LCCF001

Agenda Item No. 8(0)(5)

Recommendation

Pursuant to Section 2-8.1 of the Code of Miami-Dade County, it is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a design-build contract to Lanzo Construction Co., Florida, for "Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)", Project No. DB13-WASD-04, Contract No. 14LCCF001. The total compensation amount is \$9,756,995.00 with a total contract term of 910 calendar days. The Miami-Dade Water and Sewer Department (WASD) prepared this award recommendation.

Delegation of Authority - The authority of the County Mayor or Mayor's Designee to execute and implement this Contract is consistent with those authorities granted under the Code of Miami-Dade County. Among other things, the Contract delegates authority to the County Mayor or Mayor's designee to terminate the Contract and resolve disputes. Additionally, pursuant to the provisions of Sections 2-8.2.12(4)(d) and (e) of the Code, the County Mayor or Mayor's designee has the authority to amend and/or extend the Contract to complete any unfinished work, waive liquidated damages, negotiate and settle claims, and execute change orders that do not exceed ten percent (10%) of the base contract amount.

Scope

PROJECT NAME: Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)

PROJECT NO: DB13-WASD-04

CONTRACT NO: 14LCCF001

PROJECT DESCRIPTION: The scope of services shall include, but is not be limited to: surveying, geotechnical investigations, engineering, design, permitting, technical specifications, construction, testing and commissioning services, customer contact, negotiation and agreement execution for the implementation of new 8-inch water mains and for service conversions. The project consists of (a) the replacement of existing undersized and deteriorated water mains in order to improve system pressure and provide fire flow protection and (b) water service conversions (transfer of services from the rear to the front of properties) in the Shenandoah Area (Phase B) in the City of Miami. The project includes the

following main elements:

Replacement and/or installation of approximately 45,750 linear feet of 8-inch ductile iron and 1,200 linear feet of 6-inch ductile iron water main pipe and fittings to include, but not be limited to: all required resilient seated gate valves; all required fire hydrant assemblies with guard posts; approximately 1,170 water services; 664 water service conversions from the rear of the properties to the front of the properties to include all required piping, fittings and accessories, testing and restoration within private property including providing safety and protection of homeowner's property; tapping connections of various sizes to existing mains, including installation of tapping sleeves and valves; in-line water main connections to existing mains of various sizes; air release valve and flushing valve outlet assemblies; polyethylene encasement for ductile iron pipe and fittings, if ordered by the Engineer; sheeting and shoring ordered left in place by the Engineer; additional suitable backfill, if needed; furnishing all materials, equipment and supplies necessary for cleaning, testing and disinfecting the mains; removal of existing asphalt pavement and sod; milling and resurfacing of existing asphalt pavement; removal, transport, salvage and legal disposal of demolition material; placing existing water mains out of service upon completion of work; traffic control; installation and restoration of pedestrian curb ramps and installation of detectable warning surfaces, as directed; and temporary and permanent replacement of any utilities, pavement, sidewalk, curb & gutter, valley gutter, traffic circle roundabouts, trees, landscaping, sod, pavement markings, and/or driveway damaged by construction and all other appurtenant and miscellaneous items and work for a complete and fully functional installation.

The Design-Builder shall design and construct all ancillary piping, tapping, temporary bypass, and tie-in connections to facilitate successful construction and commissioning of the new 8-inch water mains without any interruption of service to the existing Miami-Dade Water and Sewer Department customers. The design and construction services rendered by the Design-Builder shall result in a complete, functional, and operable piping project with a minimum 80-year design life. In addition the Design-Builder must comply with the "Buy American Requirements".

PROJECT LOCATION:	Area bounded by S.W. 17 Avenue, S.W. 27 Avenue, S.W. 16 Street and S.W. 22 Street (Coral Way)
PRIMARY COMMISSION DISTRICT:	District 5 Bruno A. Barreiro
APPROVAL PATH:	Board of County Commissioners Section 2-8.1 of the Code of Miami-Dade County
MANAGING DEPARTMENT:	Water and Sewer

Fiscal Impact / Funding Source

FUNDING SOURCE: Water Renewal and Replacement Fund
Future WASD Revenue Bonds
WASD Revenue Bonds Sold

**OPERATIONS
COST IMPACT /
FUNDING:** \$165,000 per year.

**MAINTENANCE
COST IMPACT /
FUNDING:** \$165,000 per year.

**LIFE EXPECTANCY
OF ASSET:** 80 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>RTA ESTIMATE</u>
	9653311- WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS Book Page:135 Adopted Capital Book for Fiscal Year 2014-2020	\$9,756,995.00

**SUSTAINABLE
BUILDINGS
ORDINANCE:**
(I.O NO. 8-8) Does the project qualify for compliance with the Sustainable Buildings Ordinance? No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
	Prime	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
	Other	15.01	SURVEYING AND MAPPING LAND
	Other	15.03	SURVEYING
	Other	15.03	UNDERGROUND UTILITY LOCATION
	Prime	16.00	GENERAL CIVIL ENGINEERING

Other	3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT

**TOTAL CONTRACT
PERIOD:**

910 calendar days.

**IG FEE INCLUDED
IN BASE
CONTRACT:**

Yes

**ART IN PUBLIC
PLACES:**

No

**BASE CONTRACT
AMOUNT:**

\$8,257,000.00 Design: \$ 962,000.00
Construction: \$7,295,000.00

**CONTINGENCY
ALLOWANCE
(SECTION 2-8.1
MIAMI-DADE
COUNTY CODE):**

TYPE PERCENT AMOUNT COMMENT

Design	10%	\$460,950.00	Contingency allowance fees in accordance with Ordinance 00-65 is 5% of the total estimated construction cost is \$364,750.00 and 10% of the total estimated engineering cost is \$96,200.00.
Build	5%		

**TOTAL DEDICATED
ALLOWANCES:**

PERMIT FEES: \$218,850.00

**INSTALLATION OF
ELECTRICAL
GROUNDING FOR
WATER SERVICE
RELOCATIONS:**

\$166,000.00

REMOVAL AND REMEDICATION OF CONTAMINATED FILL MATERIAL:	\$43,176.00
OFF DUTY POLICE OFFICER:	\$136,080.00
INSTALLATION OF SUB-METERS:	\$43,176.00
QUANTITY ADJUSTMENT:	\$431,763.00
TOTAL DEDICATED ALLOWANCE:	\$1,039,045.00
TOTAL CONTRACT AMOUNT:	\$9,756,995.00

SEA LEVEL RISE: The impact of sea level rise will be considered as part of the design.
(Ord. No. 14-79)

Track Record / Monitor

**SBD HISTORY OF
VIOLATIONS:** None

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Consultant responsibility. This information is being provided pursuant to Resolution R-187-12.

EXPLANATION: On April 11, 2014, a Request for Design-Build Services was issued under full and open competition. On May 9, 2014, the Clerk of the Board received nine proposals.

Step-One:

At the First-Tier "Evaluation of Qualifications" meeting held on July 23, 2014, the Competitive Selection Committee reviewed nine proposals. At this meeting, it was determined that all nine firms met the minimum qualifications and demonstrated their relevant experience with the projects as required by the Request for Design-Build Services. The Competitive Selection Committee evaluated and ranked the nine firms. The Competitive Selection Committee by majority vote decided to advance four of the nine firms to a Step 2 - evaluation and technical price proposals meeting.

Step-Two:

The Step 2 meeting was held on October 15, 2014. Ric-Man International, Inc. was found non-compliant with the Community Small Business Enterprise goal established for this solicitation and was eliminated from further evaluation by the Competitive Selection Committee. The Competitive Selection Committee ranked Lanzo Construction Co., Florida, as the highest ranking firm (see below) and recommended to negotiate the contract with Lanzo Construction Co., Florida.

Firm	Presentation Score	Alternate/Base Price Proposal	Adjusted Bid	Rank
LANZO CONSTRUCTION CO., FLORIDA	442	\$8,257,000	18,681.00	1
METRO EQUIPMENT SERVICE, INC.	434	\$12,279,000.00	28,292.63	2
LAYNE HEAVY CIVIL, INC.	439	\$12,653,547.32	28,823.57	3

The Negotiation Committee was approved by the County Mayor on October 27, 2014. Negotiation commenced and successfully concluded with Lanzo Construction Co., Florida, on November 20, 2014.

Based on the Internal Services Department's CIIS database, Lanzo Construction Co., Florida, has 7 evaluations with a rating of 3.1 out of a maximum score of 4.0 points.

SUBMITTAL DATE: 05/02/2014

ESTIMATED NOTICE TO PROCEED: 02/01/2015

**PRIME
CONSULTANT
COMPANY:** Lanzo Construction Co., Florida

**PRINCIPAL:
COMPANY
QUALIFIERS:** Michael R. Bone, Vice President

**COMPANY EMAIL
ADDRESS:** michaelb@lanzo.com

**COMPANY STREET
ADDRESS:
COMPANY CITY
STATE-ZIP:** 125 SE 5 Court,
Deerfield Beach, Florida 33441

**YEARS IN
BUSINESS:** 45 years

**PREVIOUS
EXPERIENCE WITH
COUNTY IN THE
LAST FIVE YEARS:** According to the Firm History Report provided by the Internal Services Department, Division of Small Business Development, Lanzo Construction Co., Florida has been awarded twelve contracts with a total contract value of \$9,661,937.50

**SUB-
CONSULTANTS:** CES Consultants, Inc.; 300 Engineering Group, P.A.; Miller, Legg and Associates, Inc.; GFA International; Pro-Service Group, LLC.; Homestead Concrete and Drainage, Inc.

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:** Yes Proposed Design-Builder shall demonstrate its project team experience by presenting the qualifications and capabilities of each Design-Build Team member firm for projects completed within the last five (5) years, including projects that may be at least fifty percent (50%) complete prior to the required submittal date of this Request for Design-Build Services Step 1 solicitation, which demonstrate related minimum project experience as indicated below:

- Lead Constructors:
- a) The construction firm performing the water main installation work must have a minimum of five (5) years total industry experience from the date of this solicitation. It also must have constructed at least five (5) water main projects of similar size and complexity in an urban environment consisting of a minimum of 50,000 total linear feet of installation of minimum 8-inch nominal diameter.
 - b) The Lead Constructors and Pipe Installation Crews

must submit a history of past performance in completing projects on schedule and to the satisfaction of the facility owner.

Lead Designers:

- a) The Lead Designer firm performing the design of the water main installation must have a minimum of five (5) years total industry experience from the date of this solicitation. It also must have designed at least five (5) water main installation projects in an urban environment consisting of a minimum of 10,000 total linear feet of minimum 8-inch nominal diameter.
- b) The Lead Designer providing services under A/E technical certification categories 6.01 and 16.00 must demonstrate it has designed at least five (5) projects that were completed within the last ten (10) years from the date of this solicitation that involved water and sewer main installation.

Sub-consultants to the Design-Builder or Lead Designer must demonstrate that they have designed at least three projects that were completed within the last ten (10) years from the date of the solicitation that involved the main project element for which the Sub-consultant is being proposed.

Additional Preferred Project Experience and Past Performance:

The Design-Builder teams may receive higher qualification scores from the Competitive Selection Committee if their submitted project experience and past performance can demonstrate any of the following listed below:

- a) Listed projects are of a similar or greater size and level of complexity.
- b) Any listed projects of the proposed Design-Builder entity were designed and constructed through Design-Build project delivery.
- c) The Lead Constructor and Lead Designer have worked together on previous projects, especially on Design-Build projects.

Key personnel, most significantly the proposed Project Manager, Design Manager and Construction Manager, that have served on the projects listed and their client reference can validate that performance.

Design-Build Team Key Personnel Experience and Qualifications:

A) Minimum industry and position experience of Design-Build team Key Personnel are as follows:

1. Minimum ten (10) years total industry experience of which five (5) years in a similarly responsible position for each of the following Key Personnel:
 - a) Design-Build Project Manager
 - b) Lead Designer- Design Manager
 - c) Lead Constructor – Construction Manager
 - d) Lead Civil Engineer
 - e) Pipe Installation Superintendent
2. Key Personnel must demonstrate experience with the type of work to be performed.
 - a) Proposers shall identify, in their Statement of Qualifications, those State of Florida registered Professional Engineers who will sign and seal construction plans and specifications.
 - b) Key Personnel resumes shall indicate the individual's current firm association, their professional qualifications, a client reference with contact information, and their role and duration on each project for which they are being credited the related experience.

B) Additional Preferred Experience and Past Performance:

- a) Experience in a significant role on a Design-Build project, especially in a similar role as proposed for this Project.
- b) Superior references with regard to meeting cost, schedule, and quality objectives on previous projects, and maintaining a positive client relationship.

C) Design-Builder Safety Record - Past Performance:

- a) Minimum past performance as reflected by a three year average for the last three previous full years (from the date of the solicitation) of the Experience Modification Rate for the Design-Builder shall not exceed 1.10 for each firm.
- b) Design-Builders shall provide Experience Modification Rate data for the previous three full calendar years (2011, 2012 and 2013) on a firm-wide basis and shall be documented by a signed letter with contact information from the firm's insurance carrier or the insurance carrier's agency representative. A higher qualifications score shall be provided by the Competitive Selection Committee for a Design-Builder demonstrating an average Experience Modification Rate lower than other competing Design-Builder firms. The Design-Builder shall also provide their OSHA

forms 300 and 300A for the last three full calendar years indicating OSHA submitted accident data for evaluation by the Competitive Selection Committee as to their frequency and severity.

REVIEW COMMITTEE: **MEETING DATE:** 12/05/2013 **SIGNOFF DATE:** 01/14/2014

APPLICABLE WAGES: No
(R-54-10)

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	COMMENT
	CBE	26.00%	Per Administrative Order 3-32
	CSBE	20.00%	Per Administrative Order 3-22
	DBE	0.00%	Not Applicable
	CWP	12.40%	Designated Target Areas Enterprise Zones

MANDATORY CLEARING HOUSE: No

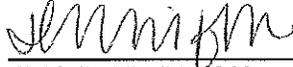
CONTRACT MANAGER NAME / PHONE / EMAIL: Patty David 786-552-8040 pattyd@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Elvira Amenta 786-268-5284 eament@miamidade.gov

BACKGROUND: Reduction of water losses in the water main systems is an important goal in the County's water conservation effort and was identified as a major component of the permit requirements in the 20-Year Water Use Permit issued to the County by the South Florida Water Management District.

The objective of this project is to replace old, corroded, undersized water mains with new mains that will provide adequate hydraulic capacity for fire flows and pressures and will reduce water loss from the mains. Also, the project will eliminate the existing dual water main feed systems because the existing rear services will be transferred to the front of the properties to facilitate access to meter reading and service connections.

BUDGET APPROVAL
FUNDS AVAILABLE:



JENNIFER MOON
OMB DIRECTOR

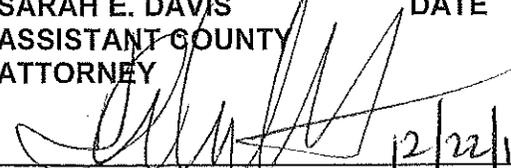
12/10/14
DATE

APPROVED AS
TO LEGAL SUFFICIENCY:



SARAH E. DAVIS
ASSISTANT COUNTY
ATTORNEY

12/28/14
DATE



JACK OSTERHOLT
DEPUTY MAYOR

12/22/14
DATE



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Agenda Item No. 8(0)(5)

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

Approved _____ Mayor

Agenda Item No. 8(0)(5)

Veto _____

2-3-15

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A DESIGN-BUILD CONTRACT TO LANZO CONSTRUCTION CO., FLORIDA WITH A CONTRACT AMOUNT NOT TO EXCEED \$9,756,995.00 AND A TOTAL CONTRACT TERM OF 910 DAYS FROM THE NOTICE TO PROCEED FOR A PROJECT ENTITLED "DESIGN-BUILD SERVICES FOR REPLACEMENT OF WATER MAINS AND SERVICE CONVERSIONS IN THE SHENANDOAH AREA (PHASE B)", PROJECT NO. DB13-WASD-04; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS OF SECTION 2-8.2.12(4)(D) AND (E) RELATED TO ACCELERATION OF CERTAIN WATER AND SEWER DEPARTMENT CONTRACTS; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE DESIGN-BUILD CONTRACT AND TO EXERCISE THE TERMINATION AND OTHER 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 award of a design-build contract to Lanzo Construction Co., Florida in an amount not to exceed \$9,756,995.00 and a total contract term of 910 days from the Notice to Proceed for a design-build project entitled "Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)", Project No. DB13-WASD-04, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or Mayor's designee to exercise the provisions of the Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Program Acceleration Ordinance, Section 2-8.2.12(4)(d) and (e) of the Code of Miami-Dade County, which provisions specifically include

the authority to amend contracts, extend the time for completion of contracts, negotiate and settle claims, and issue settlement agreements and change orders; and authorizes the County Mayor or Mayor's designee to execute the design-build contract and to exercise the provisions contained therein, including the termination provision, for and on behalf of Miami-Dade County, Florida.

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:

- | | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. SED

Sarah E. Davis



Small Business Development Division Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF WATER MAINS AND SERVICE CONVERSIONS IN THE SHENANDOAH AREA
Received Date: 12/05/2013
Project/Contract No: DB13-WASD-04 (DESIGN) **Funding Source:** MULTIPLE
Department: WATER & SEWER DEPARTMENT **Resubmittal Date(s):**
Estimated Cost of Project/Bid: \$1,339,307.00
Description of Project/Bid: To establish a design-build project where the scope of services shall include, but is not be limited to, surveying, geotechnical investigations, engineering, design, permitting, technical specifications, construction, testing and commissioning services, customer contact, negotiation and agreement execution for the implementation of new 8-inch water mains. The project consists of the replacement of the existing undersized and deteriorated water mains in order to improve system pressure and provide fire flow protection, and for water service conversions (transfer of services from the rear to the front of properties) in the Shenandoah Area (Phase B) in the City of Miami.

Contract Measures Recommendation		
Measure Goal	Program CBE	Goal Percent 26.00%

Reasons for Recommendation

This project meets all the criteria set forth in Implementing Order #3-32, Section V.

Funding Sources: Water Renewal and Replacement Fund, Future WASD Revenue Bonds, WASD 2013 Revenue Bonds and WASD Revenue Bonds Sold.

A Tier 2 CBE Set-Aside was considered during the analysis; however, insufficient responses from CBE firms as the "Lead Designer" precluded such attempts. WASD recommended a 20% CBE Goal; final recommendation concurred to, was a 26% CBE Goal.

SIC 871 - Architectural and Engineering Services

Technical Category: 0304-Highway Systems-Traffic Engineering Studies; 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0902-Geotechnical & Materials Engineering Services; 1005-Environmental Eng-Contamination Assess & Monitor; 1200-General Mechanical Engineering; 1501-Surveying And Mapping-Land Surveying; 1503-Underground Utility Location; 1600-General Civil Engineering; 1700-Engineering Construction Management

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	CBE	\$133,930.70	10.00%	10
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$107,144.56	8.00%	25
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$107,144.56	8.00%	8
Total		\$348,219.82	26.00%	

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

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.



Small Business Development Division
Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF WATER MAINS AND SERVICE CONVERSIONS IN THE SHENANDOAH AREA (PHASE B) SIC 871
Project/Contract No: DB13-WASD-04 (DESIGN)
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$1,339,307.00

Received Date: 12/05/2013

Funding Source: MULTIPLE

Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside		Tier 2 Set Aside	
Set Aside	Level 1	Level 2	Level 3
Trade Set Aside (MCC)		Goal	Bid Preference
No Measure		Deferred	Selection Factor
CWP		 SBD Director	 Date



Small Business Development Division Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF WATER MAINS AND SERVICE CONVERSIONS IN THE SHENANDOAH AREA (PHASE B) **Received Date:** 12/05/2013
Project/Contract No: DB13-WASD-04 (BUILD) **Funding Source:**
Department: WATER & SEWER DEPARTMENT **Resubmittal Date(s):**
Estimated Cost of Project/Bid: \$9,067,018.00

Description of Project/Bid: To establish a design-build project where the scope of services shall include, but is not be limited to, surveying, geotechnical investigations, engineering, design, permitting, technical specifications, construction, testing and commissioning services, customer contact, negotiation and agreement execution for the implementation of new 8-inch water mains. The project consists of the replacement of the existing undersized and deteriorated water mains in order to improve system pressure and provide fire flow protection, and for water service conversions (transfer of services from the rear to the front of properties) in the Shenandoah Area (Phase B) in the City of Miami.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CSBE	20.00%
Workforce Goal	CWP	12.40%

Reasons for Recommendation

An analysis of the factors contained in Section VI C of Implementing Order #3-22 indicate that a 20% CSBE Subcontractor Goal is appropriate in the following: Highway, Street, And Bridge Construction & Water and Sewer Line and Related Structures Construction).

Funding Sources: Water Renewal and Replacement Fund, Future WASD Revenue Bonds, WASD 2013 Revenue Bonds and WASD Revenue Bonds Sold

CWP Estimated Workforce: 9 **CWP Workforce Recommendation:** 1
CWP Designated Target Areas: Enterprise Zones
Trade Category: 237110-Water And Sewer Line And Related Structures Construction; 237310-Highway, Street, And Bridge Construction; 237990-Other Heavy And Civil Engineering Construction

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Highway, Street, and Bridge Construction	CSBE	\$1,088,042.16	12.00%	90
Water and Sewer Line and Related Structures Construction	CSBE	\$725,361.44	8.00%	380
Total		\$1,813,403.60	20.00%	

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

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.



Small Business Development Division
Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF WATER MAINS AND SERVICE CONVERSIONS IN THE SHENANDOAH AREA (PHASE B)
Project/Contract No: DB13-WASD-04 (BUILD)
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bld: \$9,067,018.00

Received Date: 12/05/2013

Funding Source: MULTIPLE
Resubmittal Date(s):

REVIEW RECOMMENDATION
Tier 1 Set Aside
Tier 2 Set Aside
Set Aside Level 1 Level 2 Level 3
Trade Set Aside (MCC) Goal Bid Preference
No Measure Deferred Selection Factor
CWP
SBD Director
Date 1/14/14



MIAMI DADE COUNTY
Department of Small Business Development
 Firm History Report

FIRM NAME: LANZO CONSTRUCTION CO., FLORIDA
 125 SE 5th Ct
 Deerfield, FL 33441-0000

From: 12/03/2009 **To:** 12/03/2014

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E9932-WS	1	WS	NO MEASURE	07/08/2010	\$733,560.92
EMERGENCY REPAIR OF 54" WATER MAIN IN HIALEAH (SIC 16)					
E9500-WS	1	WS	NO MEASURE	05/03/2011	\$4,616,060.00
EMERGENCY REHABILITATION OF 72-INCH PRESTRESSED CONCRETE CYLINDER PIPE (PCCP) WASTEWATER FORCE MAIN AT NW 166TH STREET AND NW 32ND AVENUE (SIC 16)					
E9516-WS	1	WS	NO MEASURE	10/04/2011	\$324,000.00
EMERGENCY REPAIR OF 48-INCH WATER MAIN ON S.W. 66 STREET AND S.W. 124 AVENUE (SIC 16)					
* P0072 (7360)	1	WS	NO MEASURE	12/12/2011	\$222,223.37
EMERGENCY INSTALLATION OF 12 ACCESS MH STRUCTURES ON 54 & 48 INCHES WATER MAIN					
* P0083 (7360)	1	WS	NO MEASURE	05/23/2012	\$1,760,028.50
FURNISH & INSTALL 60-INCH PRESTRESSED CONCRETED EMBEDDED CYLINDER PIPE FORCE MAIN					

* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Friday, December 5, 2014



MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

FIRM NAME: LANZO CONSTRUCTION CO., FLORIDA
 125 SE 5th Ct
 Deerfield, FL 33441-0000

From: 12/03/2009 **To:** 12/03/2014

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* P0087 (7360)	1	WS	NO MEASURE	07/16/2012	\$183,000.00
EMERGENCY INTERIOR CARBON FIBER REHABILITATION OF THREE LG OF 54					
* P0095 (7360)	1	WS	NO MEASURE	10/18/2012	\$233,589.56
EMERGENCY MANHOLE PROJECT ON BIRD ROAD					
* P0096 (7360)	1	WS	NO MEASURE	10/19/2012	\$471,175.06
EMERGENCY DIG AND REPLACE 3 PIPE ON BIRD ROAD					
* P0118 (7360)	1	WS	NO MEASURE	05/29/2013	\$575,025.00
EMERGENCY CONSTRUCTION OF 7 ACCESS MANHOLE STRUCTURES					
* P0135 (7360)	1	WS	SET ASIDE CSBE 100%	02/05/2014	\$216,332.60
48-INCH CONCRETE WATER MAIN AT SW 87TH AVENUE BETWEEN SW 132ND STREET AND SW 139RD STREET AND AT INTERSECTION OF SW 87TH AVENUE AND SW 107TH STREET BY DIG AND REPLACE					
					\$216,332.60

* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
Friday, December 5, 2014



MIAMI DADE COUNTY
 Department of Small Business Development
 Firm History Report

From: 12/03/2009 To: 12/03/2014

FIRM NAME: LANZO CONSTRUCTION CO., FLORIDA
 125 SE 5th Ct
 Deerfield, FL 33441-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* P0140 (7360)	1	WS	NO MEASURE	04/28/2014	\$135,952.49
EMERGENCY REPAIR OF 48-INCH ON NW 72 AVE AND NW 70 ST					
P0149 (7360)	1	WS	NO MEASURE	08/05/2014	\$191,000.00
EMERGENCY 36INCH ACCESS MANHOLE AND PCOP PIPE					
Total Award Amount					\$9,661,937.50
Total Change Orders Approved by BCC					\$0.00
					\$9,661,937.50

* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Friday, December 5, 2014

[Exit](#)



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>W-849</u>	CON	LANZO CONSTRUCTION CO FLORIDA	3/27/2008	Nelson Caspedes	Project conclusion or closeout	<u>3.0</u>
WS	<u>W-789</u>	CON	LANZO CONSTRUCTION CO FLORIDA	3/27/2008	Nelson Caspedes	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-737</u>	CON	LANZO CONSTRUCTION CO FLORIDA	3/27/2008	Nelson Caspedes	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-751</u>	CON	LANZO CONSTRUCTION CO FLORIDA	3/31/2008	Nelson Caspedes	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-828 (A)</u>	CON	LANZO CONSTRUCTION CO FLORIDA	4/15/2009	Marlo Garcia	Completion of construction	<u>3.2</u>
WS	<u>P0076</u>	7360	LANZO CONSTRUCTION CO FLORIDA	10/30/2012	Nelson Caspedes	Project conclusion or closeout	<u>3.5</u>
WS	<u>P0083</u>	7360	LANZO CONSTRUCTION CO FLORIDA	6/17/2013	Gary Clarke	Project conclusion or closeout	<u>2.7</u>

Evaluation Count: 7 Contractors: 1 Average Evaluation: 3.1

[Exit](#)

FY 2014 - 15 Proposed Budget and Multi-Year Capital Plan

WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION

PROJECT #: 9653261

DESCRIPTION: Renovate and replace wastewater treatment plant facilities and structures within plant sites
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Wastewater Renewal Fund	58,994	9,197	7,000	7,000	7,000	7,000	7,000	0	103,191
Future WASD Revenue Bonds	0	0	608	608	608	3,527	0	0	5,351
WASD Revenue Bonds Sold	771	0	0	0	0	0	0	0	771
WASD Future Funding	0	0	0	0	0	0	0	5,165	5,165
TOTAL REVENUES:	59,765	9,197	7,608	7,608	7,608	10,527	7,000	5,165	114,478
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	9,074	1,959	1,217	1,217	1,217	1,684	1,120	828	18,314
Construction	47,643	10,286	6,391	6,391	6,391	8,843	5,880	4,339	96,164
TOTAL EXPENDITURES:	56,717	12,245	7,608	7,608	7,608	10,527	7,000	5,165	114,478

SANITARY SEWER SYSTEM EXTENSION

PROJECT #: 9653281

DESCRIPTION: Extend sewer system lines to include the existing sanitary sewer needs assessment
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Wastewater Renewal Fund	57,895	460	0	0	0	0	0	0	58,355
Future WASD Revenue Bonds	0	0	2,113	2,113	2,113	4,113	2,038	390,000	402,490
WASD Revenue Bonds Sold	10,515	0	0	0	0	0	0	0	10,515
TOTAL REVENUES:	68,410	460	2,113	2,113	2,113	4,113	2,038	390,000	471,460
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	7,247	339	232	232	232	482	224	42,900	51,858
Construction	58,643	2,741	1,881	1,881	1,881	3,661	1,814	347,100	419,602
TOTAL EXPENDITURES:	65,890	3,080	2,113	2,113	2,113	4,113	2,038	390,000	471,460

WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS

PROJECT #: 9653311

DESCRIPTION: Install various water mains throughout the distribution system
 LOCATION: Systemwide District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Water Renewal and Replacement Fund	98,898	1,658	2,000	2,000	2,000	2,000	2,000	1,475,000	1,585,556
Future WASD Revenue Bonds	0	0	50,872	60,555	88,997	62,003	54,772	52,489	369,698
WASD Revenue Bonds Sold	44,559	0	0	0	0	0	0	0	44,559
TOTAL REVENUES:	143,457	1,658	52,872	62,555	90,997	64,003	56,772	1,527,499	1,999,813
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	31,855	25,516	7,133	8,132	11,830	8,320	7,380	198,575	298,741
Construction	84,302	1,442	47,739	54,423	79,167	55,683	49,392	1,328,924	1,701,072
TOTAL EXPENDITURES:	116,157	26,958	54,872	62,555	90,997	64,003	56,772	1,527,499	1,999,813

Department: Water and Sewer

12/10/2014 2:35:02 PM

BUDGET PROJECT 9653311 - (As per 2013-2014 Approved Budget)

Project Title: 9653311-WATER DISTRIBUTION SYSTEM EXTENSION
ENHANCEMENTS

Project Desc: Install various water mains throughout the distribution system

CDP Revenue:	CDP Project Revenue								Total:
	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	
EPA Grant	0	0	0	0	0	0	0	0	0
Fire Hydrant Fund	0	0	0	0	0	0	0	0	0
Future WASD Revenue B	0	0	0	0	14,786,000	39,550,000	121,136,000	175,472,000	0
State Revolving Loan	0	0	0	0	0	0	0	0	0
WASD 2013 Revenue Bon	0	0	0	39,480,000	0	0	0	39,480,000	0
WASD Future Funding	0	0	0	0	0	0	0	0	0
WASD Revenue Bonds So	0	10,731,000	0	0	0	0	0	10,731,000	0
WASD Water Commercial	0	0	0	0	0	0	0	0	0
Water Construction -	0	0	0	0	0	0	0	0	0
Water Construction -	0	0	0	0	0	0	0	0	0
Water Construction Fu	0	0	0	0	0	0	0	0	0
Water Renewal and Rep	0	32,944,000	3,994,000	9,183,000	2,000,000	2,000,000	1,481,000,000	1,531,121,000	0

SITE Location/Desc:	CIIS Site Funding Info								Total:
	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	
68517 - Various Locations	0	0	0	141,957,000	1,500,000	1,658,000	52,872,000	1,801,826,000	1,999,813,000

Desc: Install various water mains throughout the distribution system, including the South Dixie Highway water extension project.

CIIS Proposed RV:	05-06-07- Recs: 00: 07: 00:												Total:							
	00-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	20-21:		22-23:						
CIIS Proposed MS:	18	0	0	0	31,049,000	15,280,000	14,608,000	28,820,000	25,792,000	20,344,000	18,085,000	32,274,000	53,224,000	0	0	0	0	0	0	239,476,000.00

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 9653311

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
PW	<u>20040275</u>	Street Pavement Rehabilitation - Zone 1 (WASD)	\$0.00	\$555,000.00	\$1,110,000.00
PW	<u>20040275</u>	Street Pavement Rehabilitation - Zone 1 (WASD)	\$555,000.00	\$0.00	\$1,110,000.00
PW	<u>20040276</u>	Street Pavement Rehabilitation - Zone 2 (WASD)	\$555,000.00	\$0.00	\$1,110,000.00
PW	<u>20040276</u>	Street Pavement Rehabilitation - Zone 2 (WASD)	\$0.00	\$555,000.00	\$1,110,000.00
PW	<u>20120152</u>	Design-Build Services for Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway	\$0.00	\$0.00	\$31,000,000.00
PW	<u>20120152</u>	Design-Build Services for	\$0.00	\$0.00	\$31,000,000.00

		Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway			
WS	<u>DB13-WASD-04</u>	Review Item: Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)	\$0.00	\$11,485,579.76	\$553,518.06
WS	<u>DB13-WASD-04</u>	Review Item: Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)	\$11,485,579.76	\$0.00	\$553,518.06
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and Sewer Improvements	\$0.00	\$880,000.00	\$1,760,000.00
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and Sewer Improvements	\$880,000.00	\$0.00	\$1,760,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer Improvements	\$825,000.00	\$0.00	\$1,650,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer Improvements	\$0.00	\$825,000.00	\$1,650,000.00
WS	<u>E05-WASD-15, GOB</u>	City of Miami Undersized Water Main Replacement Between Bird Avenue to Poinciana Avenue and SW 27th Avenue to SW 37th Avenue	\$0.00	\$330,000.00	\$330,000.00
WS	<u>E05-WASD-15, GOB</u>	City of Miami Undersized Water Main Replacement Between Bird Avenue to Poinciana Avenue and SW 27th Avenue to SW 37th Avenue	\$330,000.00	\$0.00	\$330,000.00
WS	<u>E05-WASD-16, GOB</u>	City of Miami Undersized Water Main Replacement between SW 18th Avenue to SW 25th Avenue and SW 22nd Street to SW 27th Street	\$330,000.00	\$0.00	\$330,000.00
WS	<u>E05-WASD-16, GOB</u>	City of Miami Undersized Water Main Replacement between SW 18th Avenue to SW 25th Avenue and SW 22nd Street to SW 27th Street	\$0.00	\$330,000.00	\$330,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the MDWASD's Water Distribution and Sanitary Sewer Systems including Force Mains and Sanitary Sewer Gravity Mains	\$412,500.00	\$0.00	\$825,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the MDWASD's Water Distribution and Sanitary Sewer Systems including Force Mains and Sanitary Sewer Gravity Mains	\$0.00	\$412,500.00	\$825,000.00
WS	<u>E06-WASD-</u>	Design of Upgrades for the	\$0.00	\$412,500.00	\$825,000.00

	<u>16</u>	MDWASD's Water Distribution and Sewage Collection Systems including Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains			
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDWASD's Water Distribution and Sewage Collection Systems including Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains	\$412,500.00	\$0.00	\$825,000.00
WS	<u>E13-WASD-10</u>	Design of Upgrades for Water Distribution and Sanitary Sewage Collection and Transmission Systems	\$1,833,333.33	\$0.00	\$1,000,000.00
WS	<u>E13-WASD-10</u>	Design of Upgrades for Water Distribution and Sanitary Sewage Collection and Transmission Systems	\$0.00	\$1,833,333.33	\$1,000,000.00
WS	<u>E13-WASD-10(A)</u>	Design of Upgrades for Water Distribution and Sanitary Sewage Collection and Transmission Systems	\$0.00	\$916,666.67	\$5,500,000.00
WS	<u>E13-WASD-10(B)</u>	Design of Upgrades for Water Distribution and Sanitary Sewage Collection and Transmission Systems	\$0.00	\$916,666.67	\$5,500,000.00
WS	<u>Project No. DB13-WASD-03</u>	Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A)	\$0.00	\$11,135,274.46	\$535,179.25
WS	<u>Project No. DB13-WASD-03</u>	Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase A)	\$11,135,274.46	\$0.00	\$535,179.25
WS	<u>S-848</u>	Perrine - Cutler Ridge Water and Sewer Improvements Water Main, Gravity Sewer and Force Main for Basin B	\$3,011,450.00	\$0.00	\$3,531,759.80
WS	<u>S-848</u>	Perrine - Cutler Ridge Water and Sewer Improvements Water Main, Gravity Sewer and Force Main for Basin B	\$0.00	\$1,765,879.90	\$3,531,759.80
WS	7040: <u>T1120</u>	GOB NC-27 B & C	\$1,638,849.11	\$0.00	\$888,515.33
WS	7040: <u>T1121</u>	Needs Assessment Program project No. GOB NC-27A , 8 Inch Water Main Extension	\$1,127,737.50	\$0.00	\$724,267.85
WS	7040: <u>T1305</u>	Meter Station @ Aventura Area	\$99,281.40	\$0.00	\$91,071.37
WS	7040: <u>T1444</u>	FURNISH AND INSTALL 8-INCH D.I. WATER MAIN IN VENETIAN CSWY. ON SAN MARCO ISLAND	\$653,520.00	\$0.00	\$687,993.31
WS	7040: <u>T1552</u>	Furnish and Instal; 8 inch DI	\$412,410.00	\$0.00	\$371,424.27

		Water Main In North Venetian Drive			
WS	7040: <u>T1556</u>	COMPLETE ROOF REPLACEMENT AT THE MEDLEY WAREHOUSE	\$350,000.00	\$0.00	Cancelled
WS	7040: <u>T1756</u>	SMALL DIAMETER WATERMAIN REPLACEMENT PROGRAM PHASE 2	\$210,000.00	\$0.00	\$317,639.20
WS	7040: <u>T1759</u>	Small Diameter Watermain Replacement Program Pilot 1	\$110,000.00	\$0.00	\$181,624.30
WS	7040: <u>T1773</u>	Proposed 36 Inch D.I. Water Main.	\$3,713,091.46	\$0.00	Cancelled
WS	7040: <u>T1790</u>	EMERGENCY PIPELIEN INSTALLATION	\$122,000.00	\$0.00	\$170,264.11
WS	7040: <u>T1867</u>	FURNISH AND INSTALL 8-INCH D.I. WATER MAIN IN NW 31 STREET THROUGH 35 STREET FROM 15TH AVE TO 12 AVE	\$1,563,609.00	\$0.00	Cancelled
WS	<u>W-863</u>	Installation of 30-Inch Water Main Crossing Miami River Canal at SW 2nd Street	\$0.00	\$1,805,931.00	\$1,984,939.95
WS	<u>W-863</u>	Installation of 30-Inch Water Main Crossing Miami River Canal at SW 2nd Street	\$1,805,931.00	\$0.00	\$1,984,939.95
WS	<u>W-881</u>	Needs Assesment Program Project No. UWMR-49A 12-Inch and 8-Inch Water Main Extension	\$0.00	\$801,501.09	\$824,222.94
WS	<u>W-881</u>	<u>Needs Assesment Program Project No. UWMR-49A 12-Inch and 8-Inch Water Main Extension</u>	<u>\$840,000.00</u>	<u>\$0.00</u>	<u>\$824,222.94</u>

Total Allocated: \$38,785,366.56 \$34,960,832.88

Current Contracts for Sites of Project 9653311

(Theses contracts are not necessarily funded from this project)

<u>Dept</u>	<u>Site NO</u>	<u>ContractNo</u>	<u>Award Allocation</u>
WS	#68517	T1552	\$412,410.00
WS	#68517	T1759	\$110,000.00
WS	#68517	T1756	\$210,000.00
WS	#68517	T1790	\$122,000.00
WS	#68517	T1773	\$3,712,091.46
WS	#68517	T1867	\$1,563,609.00
Total Allocated:			\$6,130,110.46

Search for Site Number
Search for Budget Project Number

DATE: October 16, 2014

TO: Miriam Singer, Assistant Director
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development 

SUBJECT: Compliance Review
Design/Build Project No. DB13-WASD-04
Design-Build Services for the Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services and the Community Small Business Enterprise (CSBE) Program for Construction Services, for the Evaluation of the Technical and Price Proposal Phase of the Selection Process (Step 2). The contract measures established for this project are a 26% CBE sub-consultant goal and a 20% CSBE subcontractor goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Layne Heavy Civil, Inc. (#1), Metro Equipment Service, Inc. #2, Ric-Man International, Inc. #3, and Lanzo Construction Co., Florida #4 for compliance review. Following is the pre-award compliance status and summary.

STATUS:

- | | |
|------------------------------------|---------------|
| 1. Layne Heavy Civil, Inc. | Compliant |
| 2. Metro Equipment Service, Inc. | Compliant |
| 3. Ric-Man International, Inc. | Non-Compliant |
| 4. Lanzo Construction Co., Florida | Compliant |

SUMMARY:

Layne Heavy Civil, Inc. (#1), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Florida Pipeline Company to perform Utility Installation Service Connection (MOT) at 4%, V Engineering & Consulting Corp. to perform Utility Installation Service Connection (MOT) at 9%, and Comtech Engineering, Inc. to perform Utility Installation Service Connection (MOT), also at 9%. All CSBE firms have confirmed this information by signing the respective Schedule of Intent Affidavits.

Layne's proposal also included Letters of Agreement (LOA) that listed certified CBE sub-consultant firms Chen Moore and Associates to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 60% and Longitude Surveyors, LLC to perform Surveying and Mapping-Land Surveying and Underground Utility Location at 2%. Layne also submitted a LOA for PE Consulting Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection at 1%; however PE Consulting is not CBE certified in W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, and therefore cannot be utilized to meet any portion of the established 26% CBE Goal. Layne Heavy Civil, Inc. has exceeded the established CBE measure, and was not impacted by PE Consulting LOA not being properly executed. All CBE firms have confirmed this information by signing the respective Letters of Agreement.

Layne Heavy Civil, Inc. has fulfilled the submittal requirements for the build and the design portions of this solicitation and is therefore in compliance with the CSBE and CBE Program requirements.

Metro Equipment Service, Inc. (#2), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Rimar Paving, Inc. to perform Paving at 5% and DACA Environmental, Inc. to perform Plumbing at 15%. All CSBE firms have confirmed this information by signing the respective Schedule of Intent Affidavits.

Metro Equipment's proposal also included Letters of Agreement that listed certified CBE sub-consultant firms Leiter, Perez & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment and Monitoring, Surveying and Mapping-Land Surveying, Underground Utility Location, General Civil Engineering, and Engineering Construction Management at 20%, Tierra South Florida, Inc. to perform Drilling Subsurface Investigations & Seismographic at 1%, Louis J. Aguirre & Associates, P.A. to perform General Mechanical Engineering also, at 1%, and Geosol, Inc. to perform Drilling, Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 4%. All CBE firms have confirmed this information by signing the respective Letters of Agreement.

Metro Equipment Service, Inc. has fulfilled the submittal requirements for the build and the design portions of this solicitation and is therefore in compliance with the CSBE and CBE Program requirements.

Ric-Man International, Inc. #3 submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Miami Striping, Inc. to perform Pavement Markings at .014%, DACA Environmental, Inc. to perform Plumbing at 8.157%, South Florida Electrical Consultant, Inc. to perform Traffic Loops and Water Service Grounding at .015%, Homestead Concrete and Drainage, Inc. to perform Hardscape at 1.892%, and Acre Engineering and Construction, Inc. to perform Installation Roadway at 8.816%. Ric-Man, also submitted an SOI for Micar Trucking, Inc., to perform 1.257% of the 20% CSBE goal; however, Micar Trucking is not a certified CSBE firm, and therefore cannot be utilized to satisfy any portion of the established measure. As such, Ric-Man International, Inc. is not in compliance with the requirements of the CSBE Program. Pursuant to Section XV.A. of the CSBE Implementing Order # 3-22: *"The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified CSBEs for contract values totaling not less than the percentage of the prime contract"*. Additionally, Section XV.A.1. states: *"...where a first tier subcontractor goal has been imposed, bidders must submit a completed Schedule of Intent Affidavit (SOI), on the bid submittal due date, identifying all CSBEs to be utilized to meet the first tier subcontractor goal and the trade designation of work each will perform..."*. In a Non-Compliance meeting conducted with Ric-Man, on October 9, 2014, no new information was provided clarifying or countering the non-compliance finding.

Ric-Man International's proposal also included Letters of Agreement that listed certified CBE sub-consultant firms Marlin Engineering, Inc. to perform Highway Systems-Traffic Engineering Studies and Engineering Construction Management at 8.80%, Geosol, Inc. to perform Drilling, Subsurface Investigations & Seismographic, Geotechnical & Materials Engineering Services, and Environmental Engineering-Contamination Assessment & Monitoring at 4.95%, and Longitude Surveyors, LLC to perform Surveying and Mapping-Land Surveying and Underground Utility Location at 12.25%. All CBE firms have confirmed this information by signing the respective Letters of Agreement.

Ric-Man International, Inc. has fulfilled the submittal requirements for the design component of this design-build project; but failed to fulfill the requirements for the build portion. Ric-Man is therefore not in compliance with the requirements of the CSBE Program.

Lanzo Construction Co., Florida (#4), submitted the required Schedule of Intent Affidavits (DBD 400) committing to utilize certified CSBE firms Homestead Concrete & Drainage, Inc. to perform Concrete Flatwork

at 2% and Pro Service Group LLC to perform Installation of Pipe, Water Services and Rear Lot Connection at 18%. All CSBE firms have confirmed this information by signing the respective Schedule of Intent Affidavits.

Lanzo Construction's proposal also included a Letter of Agreement that listed certified CBE sub-consultant firm CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Highway Systems-Traffic Engineering Studies, Geotechnical & Materials Engineering Services, General Mechanical Engineering, General Civil Engineering, and Engineering Construction Management at 45%. CES Consultants confirmed this information by signing the submitted Letter of Agreement.

Lanzo Construction Co., Florida has fulfilled the submittal requirements for the build and the design portions of this solicitation and is therefore in compliance with the CSBE and CBE Program requirements.

SBD have verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of October 1, 2014. Additionally, a review of the History of Violations Report as of October 14, 2014 confirms that the aforementioned firms have no open violations.

Please note that SBD staff only reviewed and addressed compliance with the CSBE and CBE programs. The Professional Services Division of the Internal Services Department 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.

GH: vow

c: Faith Samuels, (ISD-PSD)
Traci Adams-Parish, (ISD-SBD)
File

Memorandum



Date: October 24, 2014

To: Lester Sola, Director
Internal Services Department

Through: Miriam Singer, CPPO,
Senior Assistant Director,
Internal Services Department 

From: 
Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department
Design-Build Services for Replacement of Water Mains and
Service Conversions in the Shenandoah Area Phase B
ISD Project No. DB13-WASD-04

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the referenced Project and the guidelines published in the Request for Design-Build Services (RDBS).

ISD Project No.: DB13-WASD-04

Project Title: Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area Phase B

Scope of Services Summary: The scope of services shall include, but is not be limited to, surveying, geotechnical investigations, engineering, design, permitting, technical specifications, construction, testing and commissioning services, customer contact, negotiation and agreement execution for the implementation of new 8-inch water mains and for the service conversions. The project consists of the replacement of the existing undersized and deteriorated water mains in order to improve system pressure and provide fire flow protection, and for water service conversions (transfer of services from the rear to the front of properties) in the Shenandoah Area (Phase B) in the City of Miami. The project location is the area bounded by S.W. 17th Avenue, S.W. 27th Avenue, S.W. 16th Street and S.W. 22 Street (Coral Way).

The project includes the following main elements: Approximately 45,750 linear feet of 8-inch ductile iron and 1,200 linear feet of 6-inch ductile iron water main pipe and fittings to include, but not be limited to the following: all required resilient seated gate valves; all required fire hydrant assemblies with guard posts; approximately 1,170 water services; 664 water service conversions from rear of property to front of property to include all required piping, fittings and accessories, testing and restoration within private property including providing safety and protection of homeowner's property; tapping connections of various sizes to existing mains including tapping sleeves and valves; in-line water main connections to existing mains of various sizes; air release valve and flushing valve outlet assemblies; polyethylene encasement for ductile iron pipe and fittings, if ordered by the Engineer; sheeting and shoring ordered left in place by the Engineer; additional suitable backfill, if needed; furnish all materials, equipment and supplies necessary for cleaning, testing and disinfecting the mains; removal of existing

asphalt pavement and sod; milling and resurfacing of existing asphalt pavement; removal, transport, salvage and legal disposal of demolition material; placing existing water mains out of service upon completion of work; traffic control; installation and restoration of pedestrian curb ramps and installation of detectable warning surface, as directed; temporary and permanent replacement of any utilities, pavement, sidewalk, curb & gutter, valley gutter, traffic circle roundabouts, trees, landscaping, sod, pavement markings, and/or driveway damaged by construction and all other appurtenant and miscellaneous items and work for a complete and fully functional installation.

The Design-Builder shall design and construct all ancillary piping, tapping, temporary bypass, and tie-in connections to facilitate successful construction and commissioning the new 8-inch water mains without any interruption of service to the existing Miami-Dade Water and Sewer customers. The design and construction services rendered by the Design-Builder shall result in a complete, functional, and operable piping project with a minimum 80 year design life. In addition, the Design-Builder must comply with the "Buy America Requirements".

Term of Contract: One Design-Build Agreement will be awarded under this solicitation. The estimated Design-Build project cost is nine million eight hundred fifty two thousand eight hundred and nine dollars (\$9,852,809), exclusive of allowances and contingencies. The Design-Builder must complete the Work by the following durations, which exclude the warranty administration period:

Substantial Completion on or before 545 calendar days after the date of Notice to Proceed which requires placing into service all new water mains and water services in public right-of-way and shall include all work associated with surveying, geotechnical investigations, engineering, design, technical specifications, permitting, construction, testing and commissioning services for the complete and fully operational installation of the new 8-inch water mains and water services.

Final Completion Date for Water Service Conversions / Final Completion and Project Closeout on or before 910 calendar days after the date of Notice to Proceed which requires:

1. Water Service Conversions (transfer of services from the rear to the front of properties):
Shall include all work associated with customer contact, negotiation and agreement execution, engineering, design, permitting, construction, testing, commissioning services and restoration within private property for the installation of all required piping, fittings and accessories for the water service conversions.
2. Final Completion and Project Closeout:
Shall include obtaining acceptance by all applicable regulatory agencies including WASD of all Work and Services under the Contract, including all remaining site restorations, record documents, and all other remaining incomplete or unacceptable work items identified at or subsequent to Substantial Completion.

Community Business Enterprise/Community Small Business Enterprise Goal/Measure: The Small Business Development Division (SBD), Internal Services Department, established on January 14, 2014 that a 26% Community Business Enterprise (CBE) goal for the design portion, 20% Community Small Business Enterprise (CSBE) goal for the construction portion, and a 12.4% Community Workforce Program goal shall be applied to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): March 11, 2014

RTA Revision No. 1 Stamped by the COB: March 31, 2014

Selection Process:

A two-step selection process was utilized for this design-build solicitation, Step 1 – Evaluation of Qualifications, and Step 2 – Evaluation of Technical and Price Proposals. Step 1 is the evaluation of the design-build team's qualifications based on their proposals. Step 2 is the evaluation of competitive technical and price proposals for firms deemed responsive and responsible at Step 1.

STEP 1:

The Step 1 process is the evaluation of qualifications of the teams. Such qualifications included the references for similar types of projects and qualifications of the team to include the Design-Builder, lead constructors, lead designers, design team's technical certification and pre-qualification, General Contractors' licenses for the Design-Builder, Design-Builder's safety record, assurance in meeting the CBE and CSBE goals, the Design-Builder's capability to provide a payment and performance bond, and acknowledgement of insurance coverage.

Step 1 Proposals: Nine (9) proposals were received by the COB on May 9, 2014.

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

CBE/CSBE Compliance Review for Step 1: The July 14, 2014 compliance review memo issued by SBD indicated that all nine (9) proposers were responsive to the CBE and CSBE Step 1 compliance requirements.

Step 1 Evaluation: On July 23, 2014, the CSC evaluated the nine (9) proposers based upon the criteria noted in the attached Step 1 Tabulation Report. The CSC voted to advance four (4) of the nine (9) proposers (Metro Equipment Service, Inc., Layne Heavy Civil, Inc., Ric-Man International, Inc., and Lanzo Construction Co., Florida) to the Step 2 evaluation and to submit technical and price proposals.

Step 1 Results: See attached Step 1 Tabulation Report.

STEP 2:

Step 2 Proposals: Four (4) technical and price submittals were received by the COB on September 19, 2014.

CBE/CSBE Compliance Review: The October 16, 2014 compliance review issued by SBD indicated that three (3) of the four (4) proposers was responsive to the CBE and CSBE Step 2 compliance requirements. Ric-Man International, Inc. was found non-compliant with the CSBE goal established for this solicitation.

Non-Compliance: Ric-Man International, Inc. was found non-compliant with the CSBE goal established for this solicitation and was eliminated from further evaluation by the CSC.

Step 2 Meeting: The CSC evaluated the three (3) proposers, Layne Heavy Civil, Inc. (Layne), Metro Equipment Service, Inc. (Metro), and Lanzo Construction Co., Florida (Lanzo) based upon the established evaluation criteria. After scoring, the price and bid bond envelopes were opened and read into the record. No alternate proposals were proffered by the aforementioned proposers. The technical scores for Layne, Metro and Lanzo were 439, 434 and 442 respectively. Price and bid bond envelopes were then opened. Layne submitted a price of \$12,653,547.32 (base proposal), Metro \$12,279,000 (base proposal), and Lanzo \$8,257,000 (base proposal). The final ranking was determined by dividing the technical score by the bid amount to yield an Adjusted Bid.

An Adjusted Bid is an evaluation process where proposals are evaluated and assigned point values in accordance with established criteria in the solicitation. The qualitative aspects are scored and totaled on a scale of 0 to 100 points, per CSC, and the recommended firm is selected by dividing the price by the technical score to yield an Adjusted Bid. The firm with the lowest Adjusted Bid was Lanzo, therefore Lanzo ranked number one with an Adjusted Bid of 18,681.00, Metro ranked number two with an Adjusted Bid of 28,292.63, and Layne ranked number three with an Adjusted Bid of 28,823.57.

Step 2 Results: See attached Step 2 Tabulation Report.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating one design-build agreement for this solicitation with the top ranked firm:

Negotiation Committee
Faith Samuels, Non-Voting Chairperson, ISD
Peter Jelonek, WASD
Li Gurau, PROS
Antonio Nanni, University of Miami

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations. See below:

SELECTION FOR DESIGN-BUILD NEGOTIATION
ONE AGREEMENT WITH A 20% CSBE GOAL, 25% CSBE GOAL, AND 12.4% CWP Goal

Lanzo Construction Co., Florida

The following firms will serve as the alternate:

Metro Equipment Service, Inc.
Layne Heavy Civil, Inc.

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

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

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contract ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum. Should negotiations fail with the first ranked firm, approval is requested by way of this memorandum to initiate negotiations with the second ranked firm.

If a satisfactory agreement cannot be reached within the above noted timeline, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:


Approved _____ Date 10/27/14

Attachments:

1. List of Respondents
 2. Step 1 Tabulation Report
 3. Step 2 Tabulation Report
- c: Bill Johnson, Director, WASD
Clerk of the Board of County Commissioners
Competitive Selection Committee



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project Name: Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B)

ISD Project No.: DB13-WASD-04

Measures: 26% CBE Design 20% CSBE Const, 12.40% CWP goal

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 05/09/2014

Submittal No: 1

Prime Name: METRO EQUIPMENT SERVICE, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 650010248

Subs Name	Trade Name	Subs FEIN No.
a. KING ENGINEERING ASSOCIATES, INC.		591782900
b. LEITER, PEREZ & ASSOCIATES, INC.		592746730
c. TIERRA SOUTH FLORIDA, INC		200282450
d. GEOSOL, INC.		650997886
e. LOUIS J. AGUIRRE & ASSOCIATES, P.A.		650164013
f. BERMELLO, AJAMIL & PARTNERS, INC.		591722486
g. RIMAR PAVING, INC.		651131438
h. DACA ENVIROMENTAL, INC.		591606932

Submittal No: 2

Prime Name: MAN-CON INCORPORATED

Trade Name:

Prime Local Preference: Yes

FEIN No.: 592547432

Subs Name	Trade Name	Subs FEIN No.
a. CRAVEN, THOMPSON & ASSOCIATES, INC.		590948029
b. CORDOVA RODRIGUEZ & ASSOCIATES, INC.		650982262
c. R.J. BEHAR & COMPANY, INC.		650954070
d. TIERRA SOUTH FLORIDA, INC		200282450
e. HAMMOND & ASSOCIATES, INC.		650083957
f. MARLIN ENGINEERING, INC.		650279601



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: DB13-WASD-04

Measures: 26% CBE Design 20% CSBE Const. 12.40% CWP goal

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 05/09/2014

Submittal No: 3

Prime Name: LAYNE HEAVY CIVIL, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 203512785

Subs Name	Trade Name	Subs FEIN No.
a. CHEN MOORE AND ASSOCIATES	CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC	592739866
b. PE CONSULTING ENGINEERING, INC.	PE ENGINEERING	462772185
c. PROJECT CAINE, INC.		202188140
d. TERRACON CONSULTANTS, INC.		421249917
e. PROFESSIONAL SERVICE INDUSTRIES, INC.		370962090
f. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
g. FANDREI CONSULTING, INC.		203319859
h. MAGBE CONSULTING SERVICES, INC.		650879927
i. FLORIDA PIPELINE COMPANY		455582146

Submittal No: 4

Prime Name: MARKS BROTHERS, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 592691292

Subs Name	Trade Name	Subs FEIN No.
a. H.J. ROSS ASSOCIATES, INC.		650163389
b. AVINO & ASSOCIATES, INC.		650053775
c. GCES ENGINEERING SERVICES, LLC		461012695
d. KEITH AND ASSOCIATES, INC.		650806421
e. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
f. STANTEC CONSULTING SERVICES, INC.		112167170
g. JVA ENGINEERING CONTRACTOR, INC.		481277685
h. POOLE & KENT COMPANY OF FLORIDA		753163466



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: DB13-WASD-04

Measures: 26% CBE Desgn 20% CSBE Const. 12.40% CWP goal

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 05/09/2014

Submittal No: 5

Prime Name: DAVID MANCINI & SONS, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 273716806

Subs Name	Trade Name	Subs FEIN No.
a. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
b. BND ENGINEERS, INC.		650421619
c. LONGITUDE SURVEYORS, LLC	P (3) S M, LLC	364551726
d. HADONNE CORP.		651089850
e. NADIC ENGINEERING SERVICES INCORPORATED	NES	300052251
f. MEDIA RELATIONS GROUP, LLC		200118620

Submittal No: 6

Prime Name: RIC-MAN CONSTRUCTION FLORIDA, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 201309732

Subs Name	Trade Name	Subs FEIN No.
a. EAC CONSULTING, INC.		650519739
b. METCO SERVICES SOUTHEAST, LLC		800203267
c. C.A.P. ENGINEERING, INC.		204590441
d. E SCIENCES, INCORPORATED		593667002
e. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
f. HP CONSULTANTS INC.		270014034
g. RICHARD GARCIA & ASSOCIATES, INC.		383674385
h. MANUEL G. VERA & ASSOCIATES, INC.		591741639
i. HOMESTEAD CONCRETE & DRAINAGE, INC.		592069390
j. MAR-B PLUMBING CORPORATION		591588863
k. GENERAL ASPHALT CO., INC.		591115297
l. MEDIA RELATIONS GROUP, LLC		200118620



**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

ISD Project No.: DB13-WASD-04

Measures: 26% CBE Design 20% CSBE Const. 12.40% CWP goal

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 05/09/2014

Submittal No: 7

Prime Name: ACOSTA TRACTORS INC

Trade Name:

Prime Local Preference: Yes

FEIN No.: 591454861

Subs Name	Trade Name	Subs FEIN No.
a. SRS ENGINEERING, INC.		650607552
b. BASULTO & ASSOCIATES, INC.		650437722
c. MILLER, LEGG & ASSOCIATES, INC.		650563467
d. AMEC ENVIRONMENT & INFRASTRUCTURE, INC.		911641772
e. HADONNE CORP.		651089850
f. JACK'S CONCRETE SERVICE, INC.		900053525

Submittal No: 8

Prime Name: RIC-MAN INTERNATIONAL, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 592300398

Subs Name	Trade Name	Subs FEIN No.
a. BCC ENGINEERING, INC.		650540100
b. MARLIN ENGINEERING, INC.		650279601
c. GEOSOL, INC.		650997886
d. WESTHOP & ASSOCIATES, INC.		650807883
e. LOUIS J. AGUIRRE & ASSOCIATES, P.A.		650164013
f. LONGITUDE SURVEYORS, LLC	P(3) S M, LLC	364551726
g. HOMESTEAD CONCRETE & DRAINAGE, INC.		592069390
h. SOUTH FLORIDA ELECTRICAL CONSULTANT, INC.		650495070
i. ALLIED TRUCKING OF FLORIDA INC.		650074502
j. RELIABLE PROPERTY SERVICES, LLC		202866194
k. BOB'S BARRICADES, INC		591605524



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: DB13-WASD-04

Measures: 26% CBE Design 20% CSBE Const. 12.40% CWP goal

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 05/09/2014

Submittal No: 9

Prime Name: LANZO CONSTRUCTION CO., FLORIDA

Trade Name:

Prime Local Preference: Yes

FEIN No.: 592011933

Subs Name	Trade Name	Subs FEIN No.
a. CES CONSULTANTS, INC.		650792884
b. 300 ENGINEERING GROUP, P.A.	RAFAEL J. BALLESTEROS, P.E., P.A. - OLD NAME	562612529
c. MILLER, LEGG & ASSOCIATES, INC.		650563467
d. GFA INTERNATIONAL	LM ENGINEERING, INC. D/B/A GFA INTERNATIONAL	650874962
e. PRO SERVICE GROUP LLC		900890525

STEP 1 MEETING JULY 23, 2014		COMPETITIVE SELECTION COMMITTEE					FINAL RANK						
MIAMI-DADE WATER AND SEWER DEPARTMENT DESIGN-BUILD SERVICES FOR REPLACEMENT OF WATER MAINS AND SERVICE CONVERSIONS IN THE SHENANDOAH AREA (PHASE B) ISD PROJECT NO. DHE-WASD-04		SUB-TOTAL					TOTAL						
TABULATION SHEET		Peter Jelenek, MDVASD	LI Guram, PROS	Hong Guo, City of Miramar	Antonio Nanni, University of Miami	Fred Bloetschey, PAU							
NAME OF FIRM(S)													
4	MARKS BROTHERS, INC. (LP) IA - Design-Builder Team Project Experience and Past Performance (Max. 40 points) IB - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points) IC - Safety Record - Past Performance (Max. 10 points) ID - Amount of Work Awarded and Paid by the County (Max. 5 points) IE - Ability of Team Members to Interface with the County (Max. 5 points) The Breakers IA, IB, IC, ID, IE, Total IA, IB, IC, ID, IE	52 30 7 2 3 74	28 31 8 3 3 75	22 25 8 2 3 66	36 36 9 4 4 89	37 30 9 1 4 81	161 152 41 12 19	33 30 8 2 4	22 28 5 2 3	43 40 11 3 5			9
5	DAVID MANGINI & SONS, INC. (LP) IA - Design-Builder Team Project Experience and Past Performance (Max. 40 points) IB - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points) IC - Safety Record - Past Performance (Max. 10 points) ID - Amount of Work Awarded and Paid by the County (Max. 5 points) IE - Ability of Team Members to Interface with the County (Max. 5 points) The Breakers IA, IB, IC, ID, IE, Total IA, IB, IC, ID, IE	58 38 8 3 5 92	33 22 8 5 5 73	30 25 8 2 3 68	36 36 9 4 4 89	35 30 9 1 4 79	172 151 42 15 21	34 30 8 3 4	25 28 6 2 3	46 48 11 4 6			6
6	RIC-MAN CONSTRUCTION FLORIDA, INC. (LP) IA - Design-Builder Team Project Experience and Past Performance (Max. 40 points) IB - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points) IC - Safety Record - Past Performance (Max. 10 points) ID - Amount of Work Awarded and Paid by the County (Max. 5 points) IE - Ability of Team Members to Interface with the County (Max. 5 points) The Breakers IA, IB, IC, ID, IE, Total IA, IB, IC, ID, IE	52 30 6 4 2 74	24 24 8 5 5 64	36 32 6 4 5 83	36 36 9 4 4 89	37 30 8 3 4 82	165 152 37 18 28	33 30 7 4 4	22 20 5 2 3	44 40 10 5 5			7

STEP 1 MEETING
JULY 23, 2014

MIAMI-DADE WATER AND SEWER DEPARTMENT
DESIGN-BUILD SERVICES FOR REPLACEMENT OF WATER MAINS AND SERVICE
CONVERSIONS IN THE SHENANDOAH AREA (PHASE B)
ISD PROJECT NO. DE13-WASD-04

TABULATION SHEET

NAME OF BIDDERS	COMPETITIVE SELECTION COMMITTEE						SUB-TOTAL	TOTAL	RANK
	Peter Jelonek, MDVASD	LI Guanq, PROS	Hong Guo, City of Miami	Antonio Nunn, University of Miami	Kyed Heetschey, RAU				
7 ACOSIA TRACTORS INC. (LP)									
IA - Design-Builder Team Project Experience and Past Performance (Max. 40 points)	30	26	30	56	33	155	51	21	41
IB - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points)	30	29	30	36	25	150	30	20	40
IC - Safety Record - Past Performance (Max. 10 points)	6	9	8	9	9	41	8	5	11
ID - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	4	3	20	4	3	5
IE - Ability of Team Members to Interface with the County (Max. 5 points)	4	5	5	4	4	20	4	3	5
The Breakers IA, IB, IC, ID, IE, Total IA, IB, IC, ID, IE	74	74	77	89	74	332	4	3	6
8 RIC-MAN INTERNATIONAL, INC. (LP)									
IA - Design-Builder Team Project Experience and Past Performance (Max. 40 points)	32	25	35	40	37	172	34	23	46
IB - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points)	30	23	25	40	30	158	32	21	42
IC - Safety Record - Past Performance (Max. 10 points)	9	9	6	9	9	42	8	6	11
ID - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	5	5	4	2	17	3	2	5
IE - Ability of Team Members to Interface with the County (Max. 5 points)	3	5	5	4	4	20	4	3	5
The Breakers IA, IB, IC, ID, IE, Total IA, IB, IC, ID, IE	76	67	87	97	82	349	4	3	5
9 LANZO CONSTRUCTION CO., FLORIDA (LP)									
IA - Design-Builder Team Project Experience and Past Performance (Max. 40 points)	38	28	30	36	36	168	34	23	45
IB - Design-Builder Team Key Personnel Experience and Qualifications (Max. 40 points)	38	23	30	36	30	157	31	21	42
IC - Safety Record - Past Performance (Max. 10 points)	10	8	8	9	9	44	9	6	12
ID - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	4	3	20	4	3	5
IE - Ability of Team Members to Interface with the County (Max. 5 points)	5	5	3	4	4	21	4	3	6
The Breakers IA, IB, IC, ID, IE, Total IA, IB, IC, ID, IE	95	68	76	89	82	341	4	3	6
Final Summary ISD Non-Voting Chairperson									
LP - Local Preference									

DESIGN-BUILD CONTRACT
Design-Build Services
Replacement of Water Mains and Service Conversions in the
Shenandoah Area (Phase B)
Project No. DB13-WASD-04

DESIGN-BUILD CONTRACT

Made as of the ____ day of _____ in the year 2014.

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: Lanzo Construction Co., Florida
FEIN: 59-2011933
Address: 125 S.E. 5 Court
Phone Number: Deerfield Beach, Florida 33441
E-mail Address: michaelb@lanzo.com

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

Project: Design-Build Services Replacement of Water Mains and Service Conversions in the Shenandoah Area (Phase B) Project No. DB13-WASD-04

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

**DESIGN-BUILD SERVICES CONTRACT
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EXHIBITS

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- EXHIBIT "B" Letters of Agreement and Schedule of Participation
- EXHIBIT "C" Contract Schedule of Values
- EXHIBIT "D" Performance and Payment Bonds
- EXHIBIT "E" Fair Subcontracting Policies ISD Form No. 9
- EXHIBIT "F" Subcontractor/Supplier Listing ISD Form No. 7
- EXHIBIT "G" Monthly Utilization Report
- EXHIBIT "H" Truth-In-Negotiation Certificate
- EXHIBIT "I" Conflict of Interest Affidavit

AFFIDAVITS

- Vendor Affirmation Affidavit
- Collusion Affidavit
- Debarment Disclosure
- Criminal Record
- Public Entity Crimes
- Contractor's Due Diligence

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
CM/IT	Construction Management / Inspection Team
CPSC	Consumer Products Safety Council
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
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
FPR	Federal Procurement Regulations
FS	Federal Specifications
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
ISD	Internal Services Department
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
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
SBD	Miami-Dade County Small Business Development Department
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.

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this Agreement, which the DESIGN-BUILDER shall perform at COUNTY'S option and when authorized by task order authorization(s) in accordance with the terms of this Contract.

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 Documents by the DESIGN-BUILDER, stamped by a Florida Professional Engineer, and submitted to the COUNTY in accordance with the Design Criteria Package specifications.

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 Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the Charter references in this Agreement, which are applicable, are posted on the County's website www.miamidade.gov. If, after the date of this Contract, there is any change in Applicable Laws that increases the services to be provided, or cost or expenses incurred by the DESIGN-BUILDER in performing the services under this Contract, then the DESIGN-BUILDER'S compensation otherwise payable under this Contract may be increased or decreased accordingly by mutual agreement between the Parties hereto; however, no increase in compensation hereunder shall be effective unless authorized by a written amendment approved by the Board of County Commissioners.

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.

CONSTRUCTION MANAGEMENT/INSPECTION TEAM ("DIRECTOR'S DESIGNEE"): Is the team engaged by the COUNTY'S REPRESENTATIVE, led by the firm providing the CONSTRUCTION MANAGEMENT SERVICES, to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the COUNTY'S REPRESENTATIVE.

CONSTRUCTION MANAGEMENT CONSULTANT/SERVICES: The Construction Management Consultant is responsible for contract administration, construction management and field inspection services that will include but are not limited to: construction administration activities during the design, permitting and construction phases of the Design-Build Contract; daily on-site inspections; maintaining daily progress log(s); coordinating weekly status meetings; reviewing and approving schedules, schedule of values, and other documents as necessary; processing and authorizing progress payments, including allowance accounts and change orders; reviewing and accepting as-built drawings; utilizing MDWASD'S project control system to track all documents and activities; interfacing with the Design-Build Criteria Professional and the Design-Build Contractor as needed; and responding to requests for information.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated work, as directed by the Director or his designee, which is necessary to satisfactorily complete the Project. Any time or money within the Contingency Allowance Account not directly authorized for use by the Director or his designee remains with the COUNTY.

CONTRACT: This document, inclusive of all Exhibits, the Contract Documents, the Contract Drawings, the Design Criteria Package 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.

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-Build Services (RDBS), including the Design Criteria Package 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" OR "OWNER"): A political subdivision of the State of Florida. In all respects hereunder, the COUNTY'S performance is pursuant to the 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 the COUNTY'S authority as a governmental body and shall not be attributable in any manner to the 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, including the Design Criteria Professional and the Construction Management Consultant, Inspectors and Project Manager.

DAYS: Unless otherwise designated, days mean calendar days.

DESIGN-BUILDER ("DESIGN-BUILD CONTRACTOR" or "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 the DESIGN-BUILDER shall be deemed to be a reference to the 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, Request for 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 Work Site, survey information concerning the Work 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, Work 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"): The Design Criteria Professional for this Project is MDWASD in-house engineering staff currently located at 3575 South Lejeune Road, Miami Florida. 33146. The Design-Criteria Professional acts as the COUNTY'S REPRESENTATIVE.

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, who is authorized to administer the Project on a day-to-day basis.

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 CONTRACT AMOUNT or CONTRACT COMPLETION DATE.

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 reasonably assumed 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, as-built plans and record documents, and any other documentation provided as required by MDWASD or other governing authority. Final Completion excludes the DESIGN-BUILDER responsibilities with respect to warranties and guarantees, including any statutory requirements, specified in, or related to the Contract.

FURNISHING: Manufacturing, fabricating and delivering to the Site of the Work materials, 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: Physical 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 one hundred twenty (120) 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.

OWNER: Miami-Dade County.

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 ("BASELINE 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.

REQUEST FOR DESIGN-BUILD SERVICES ("RDBS"): A document issued by the COUNTY to solicit proposals from firms to perform the Design-Build 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 services to be provided by the DESIGN-BUILDER that includes, but are not limited to, engineering, design, procurement and construction services necessary to prepare the construction plans and specifications, as well as providing installation/construction, testing and commissioning of the Project, as described in Article 12 "SCOPE OF SERVICES" of this Contract.

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. 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 a 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: Substantial Completion on or before 545 calendar days after the date of the NTP, which requires placing into service all new water mains and water services in public right-of-way and shall include all work associated with surveying, geotechnical investigations, engineering, design, technical specifications, permitting, construction, testing and commissioning services for the complete and fully operational installation of the new 8-inch water mains and water services.

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 pursuant to 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.

TERM OF THE CONTRACT: Means the calendar days specified from Notice to Proceed to the Final Completion Date, as well as the periods specified for any warranties and/or guarantees.

TOTAL CONTRACT AMOUNT: The sum of the DESIGN-BUILD CONTRACT PRICE together with the COUNTY'S Contingency Account and Dedicated Allowance Account which constitutes all sums under the CONTRACT.

VALUE ENGINEERING PROPOSAL (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.

VALUE ENGINEERING PROPOSAL ("VEP"): Means a proposal submitted, at the sole option of DESIGN-BUILDER, pursuant to Section 13.16 below.

WORK: Means all work, services, activities and other obligations to be performed by DESIGN-BUILDER under the Contract Documents, including without limitation, design, engineering, permitting, procurement of equipment and/or materials, project management, supervision, construction, training, testing, startup and commissioning, and all other services and deliverables required by Contractor to achieve Substantial Completion and Final Completion of the Project in accordance with the Contract Documents.

WORKSITE ("WORKSITE" or "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 of 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'S 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-article.
- 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 thereunder, 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 in the Eleventh Judicial Circuit Court in and for Miami-Dade County, 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.
- 2.8) 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, 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, 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 DESIGN-BUILDER shall perform the design and construction of the Project as defined in the Request for Design-Build Services (RDBS) including the Design Criteria Package and in accordance with the approved alternate proposal. 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, and Work-Site restoration, 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.

- 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, its employees, agents or subconsultants and subcontractors. No extensions of time will be granted to DESIGN-BUILDER for delays in obtaining the permits that are the responsibility of DESIGN-BUILDER. DESIGN-BUILDER shall not be responsible for delays in obtaining permits that are the responsibility of the COUNTY unless DESIGN-BUILDER has contributed to such delays through any action or inaction of DESIGN-BUILDER.

- 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. Local Business Tax Receipts Occupational licenses will be required pursuant to Florida Law.
- 4.4) The DESIGN-BUILDER shall be fully responsible for the actions of all persons working in conjunction with the design and construction of the Project.
- 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 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, or 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 subconsultants or subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the 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 the 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, subconsultants, and subcontractors at the Work-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 the COUNTY'S REPRESENTATIVE 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.

- 4.11) In the event of a change after the effective date of this Contract in any national and state 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 performance of the 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 quality and functional performance according to the intent of the Contract Documents, specifically the Design Criteria Package, 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 the 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 Package 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. 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 location is in the area bounded by S.W. 17th Avenue, S.W. 27th Avenue, S.W. 16th Street and S.W. 22nd Street.
- 5.2) TERM OF THE CONTRACT: The DESIGN-BUILDER must engineer, design, permit, construct, test, and commission the Work to bring the Work to Substantial Completion within 545 days of the Notice to Proceed (NTP) (the "Substantial Completion Date") and into Final Completion within 910 days from the NTP (the "Final Completion Date").

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. The DESIGN-BUILDER must complete the Work by the following durations, which exclude the warranty administration period:

5.2.1) COUNTY Contingency Period: The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than 91 Calendar Days from the Notice to Proceed to increase in calendar days for the DESIGN-BUILDER to achieve Project Schedule Contract Dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract:

5.2.1.1) Project Schedule Contract Completion Dates.

5.2.1.2) DESIGN-BUILDER shall complete the following activities by the Substantial Completion Date: requires placing into service all new water mains and water services in public right-of-way and finishing all work associated with surveying, geotechnical investigations, engineering, design, technical specifications, permitting, construction, testing and commissioning services for the complete and fully operational installation of the new 8-inch water mains and water services.

5.2.1.3) DESIGN-BUILDER shall complete the following activities by the Final Completion Date: Water Service Conversions (transfer of services from the rear to the front of properties), which shall include all work associated with customer contact, negotiation and agreement execution, engineering, design, permitting, construction, testing, commissioning services and restoration within private property for the installation of all required piping, fittings and accessories for the water service conversions.

Final Completion and Project Closeout: Shall include obtaining acceptance by all applicable regulatory agencies including WASD of all Work and Services under the Contract, including all remaining site restorations, record documents, and all other remaining incomplete or

unacceptable work items identified at or subsequent to Substantial Completion.

Complete all remaining Work under the Contract, including all final restorations, COUNTY approval of as-built and record drawings and other record documentation, and all other remaining Work items identified by the DIRECTOR or the Director's designee for Substantial Completion or thereafter prior to Final Completion.

- 5.2.1.4) Recognition of the DESIGN-BUILDER achieving such Contract Dates is at the sole discretion of MDWASD; however, MDWASD and the DESIGN-BUILDER will work and cooperate in good faith to meet such Contract Dates.
- 5.2.1.5) DESIGN-BUILDER has utilized a specific NTP date in its proposal schedule, which was evaluated as part of their response to the RDBS, Step 2, Evaluation of Technical and Price Proposals. For any NTP issued prior to or after this date, the Substantial Completion Date and Final Completion Date will maintain the number of days after NTP as indicated above in 5.2 to establish calendar dates for the Substantial Completion Contract Date and the Final Completion Contract Date.

The DESIGN-BUILDER 120 Day Mobilization and Engineering Schedule and the Initial Baseline Project Schedule as agreed by the Owner for monitoring DESIGN-BUILDER performance of the Project are attached as Exhibit "A" to this Contract.

5.2.2 Liquidated Damages:

If the DESIGN-BUILDER does not achieve Substantial Completion by the established Substantial Completion Date, Liquidated Damages (LDs) will be assessed in the amount of two thousand five hundred dollars (\$2,500.00) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER.

If the DESIGN-BUILDER does not achieve Final Completion by the established Final Completion Date, LDs will be assessed in the amount of one thousand dollars (\$1,000.00) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER.

If both the Substantial Completion and Final Completion Dates are being exceeded concurrently, the LDs for such dates will be cumulative until the Substantial Completion Date is achieved, after which the liquidated damages alone as associated with the Final Completion Date will continue until the Final Completion is achieved.

LDs for not meeting the required Substantial Completion Date and/or the Final Completion Date will be charged to the DESIGN-BUILDER for the number of days that such dates are not achieved. All assessments of LDs to the DESIGN-BUILDER may be adjustments to payments due to the DESIGN-BUILDER.

These LD amounts are not penalties but LDs to the COUNTY. LDs are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining

the amount of actual 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 LDs 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 the DESIGN-BUILDER is granted an extension of Contract time by the COUNTY'S REPRESENTATIVE.

- 5.3) **PROJECT SCHEDULE:** The DESIGN-BUILDER will proceed in accordance with the approved Mobilization and Engineering Schedule comprising the activities to be performed in the first one hundred twenty (120) days of Work after Notice to Proceed (NTP) as indicated in the Exhibit "A to this Contract.

Subsequently, the Initial Baseline Project Schedule shall be expanded by the DESIGN-BUILDER to develop the Final Baseline Project Schedule covering all details of the entire Project, including all milestone event dates, and submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time to establish the approved Final Baseline Project Schedule prior to the one hundred twenty (120) day period covered by the Mobilization and Engineering Schedule.

The Final Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project and coordinated with 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 Final Baseline Project Schedule shall be updated monthly based on actual progress achieved in accordance with the Contract Documents, 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. Under Article 13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", 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, the 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. Any latent defects should be corrected within the period required by applicable law.

- 5.5.1) The 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 or structures, 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 its 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 and 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 provided in the DESIGN-BUILDER'S approved construction schedule. 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 or the COUNTY.
- 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 the COUNTY'S REPRESENTATIVE.
- 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 to ensure completed Work in accordance with the Contract and its intent.
- 5.5.6.7) 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 to be deducted from any monies due or to become due to the DESIGN-BUILDER.

5.5.6.8) 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 owners 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 its 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) The 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) Where a project or part of the project is located in the City of Miami, in accordance with the City of Miami Code, a special paving bond is required by the City of Miami Public Works Department. The DESIGN-BUILDER shall obtain and execute this bond between itself

and the City of Miami. The cost of the bond will not be reimbursed from the dedicated allowance.

- 5.5.7.4) 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 its 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 its 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: CES Consultants, Inc. (CBE)
Firm Name: 300 Engineering Group, PA (CBE)
Firm Name: Miller, Legg and Associates, Inc.
Firm Name: GFA International, Inc.
- 6.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any subconsultant without the DIRECTOR'S prior written 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 Exhibit "B" Letters of Agreement as presented in the DESIGN-BUILDER'S proposal for the Project:

26% Community Business Enterprise (CBE) Goal of the Engineering, Design Permitting, Technical Support During Construction and related Professional Services portions of the Project

**ARTICLE 7
SUBCONTRACTORS**

- 7.1) In the event that the DESIGN-BUILDER plans, or its 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 its subcontractors at any tier for any portion of the Project, whichever it 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: Pro Service Group, LLC (CSBE)
Firm Name: Homestead Concrete and Drainage, Inc. (CSBE)
- 7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any Subcontractor without the DIRECTOR'S prior written 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 Exhibit "B" Schedules of Participation and letter of Intent as presented in the DESIGN-BUILDER'S proposal for the Project.

**20%, Community Small Business Enterprise (CSBE) Goal and
12.40% Community Workforce Program Designated Target Areas: Enterprise Zone
of the Construction, Testing and Commissioning 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 the 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. The 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: A Schedule of Values is attached hereto as "Exhibit "C".

10.1.1) Agreed Design-Build Contract Price (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 lump sum dollar amount of compensation.

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

1. DESIGN-BUILD SERVICES

Engineering, Design and Permitting, Technical Support During Construction and other Professional Services:	\$ 962,000.00
Construction, Testing and Commissioning:	<u>\$7,295,000.00</u>
DESIGN-BUILD CONTRACT PRICE (Lump Sum):	<u>\$8,257,000.00</u>

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 ten percent (10%) of the design-related portion ninety six thousand two hundred dollars (\$96,200.00) of the Contract value plus five percent (5%) of the construction-related portion three hundred sixty-four thousand seven hundred fifty dollars (\$364,750.00) of the Contract value, will be used by MDWASD, 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 four hundred sixty thousand nine hundred fifty dollars (\$460,950.00).

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	\$218,850.00
10.3.1.2)	Installation of Electrical Grounding for Water Service Relocations	\$166,000.00
10.3.1.3)	Removal and Remediation of Contamination Fill Material	\$ 43,176.00
10.3.1.4)	Off Duty Police Officer	\$136,080.00
10.3.1.5)	Installation of Sub-Meters	\$ 43,176.00
10.3.1.6)	Quantity Adjustment	\$431,763.00

Total amount of Dedicated Allowance Account items above is one million thirty nine thousand forty-five dollars (\$1,039,045.00).

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, the 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's findings, the 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 one million four hundred ninety-nine thousand nine hundred ninety-five dollars (\$1,499,995.00) for all payments to the DESIGN-BUILDER for any Additional Services authorized by the COUNTY'S REPRESENTATIVE on this Project.

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to nine million seven hundred fifty six thousand nine hundred ninety-five dollars (\$9,756,995.00). Any further amounts required for this Contract must be submitted to the County Commission to authorize a change order to the total Contract amount.

- 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 the agreed applicable lump sum of the Design-Build Contract Price of the Contract, according to the items listed in Article 10.1.1.

- 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 the 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 the DESIGN-BUILDER'S 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 shall include the corresponding Monthly Utilization Reports. 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, the 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. From NTP through one hundred twenty (120) days, the DESIGN-BUILDER will utilize and submit the approved Mobilization and Engineering Schedule to indicate progress in accordance with the Schedule of Values to support request for progress payments. Once the Final 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 Final 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 applications for Work completed after one hundred twenty (120) days from NTP through to Final Completion.

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 is forecasting that completion will occur after the date(s) specified in the Contract, the DESIGN-BUILDER shall submit a recovery plan and schedule showing its planned actions and resources to meet the Contract date(s). The COUNTY may accept such recovery 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 Completion Dates.

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 its 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, the DESIGN-BUILDER must submit all required documentation, i.e., two (2) copies of the current updated final Baseline Project Schedule, Certified Payroll, reports for the DESIGN-BUILDER and each subcontractor that provided labor on the Project during that pay period, the Monthly Utilization and Monthly Employment Data Reports and a DESIGN-BUILDER'S Invoice on the format provided by MDWASD with 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 during the first fifty percent (50%) completion of the Project as determined by the COUNTY'S REPRESENTATIVE shall be ten percent (10%). After satisfactory completion, as determined solely by MDWASD, of fifty percent (50%) completion of the Work, the MDWASD will reduce the retainage amount to five (5%) withheld in accordance with Florida Statute Section 255.078 from subsequent progress payments until final payment is due. The point of fifty percent (50%) completion shall be as defined in the Schedule of Values as agreed between the DESIGN-BUILDER and the COUNTY, and reflected in the Baseline Project Schedule.

The DESIGN-BUILDER shall perform all items of Work preceding the point of fifty percent (50%) completion shown in the Schedule of Values and reflected in the Baseline Project Schedule to the satisfaction of the COUNTY'S REPRESENTATIVE prior to consideration by MDWASD of any reduction in the percentage rate of retainage. Unless specific written permission is granted by the COUNTY'S REPRESENTATIVE to either change the sequence or perform differing amounts of Work, the items listed shall be a required precedent to said reduction. MDWASD may retain additional amounts with regard to disputed items and/or claims.

- 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., one (1) original and one (1)

copy of the Certified Payroll, two (2) original and one (1) copy of the Monthly Utilization and Employment Data Reports, three (3) Certificates of DESIGN-BUILDER for the previous application and a Final Certificate of the DESIGN-BUILDER, and an 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 DESIGN-BUILDER'S 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/ADJUSTMENT FOR DELETION OF WORK (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/DELETION OF WORK AND PAYMENT THEREFOR

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, delete any part of the design and construction from the Contract Scope of Work. In the event this occurs, the DESIGN-BUILDER will submit a cost breakdown of the Work to be reduced and, with the concurrence of the COUNTY'S REPRESENTATIVE, the amount paid to the DESIGN-BUILDER will be reduced by that amount.

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, direct Extra Work to the Contract Scope of Work. 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. No Extra Work shall be paid for unless requested or directed in writing by the COUNTY'S REPRESENTATIVE.

Extra Work will be paid at lump sum or at unit prices as agreed in writing by the COUNTY'S REPRESENTATIVE and the DESIGN-BUILDER, before the Extra Work is performed. 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 for the Extra Work, whether increases or decreases on the Contract Scope of Work, including overhead and profit. 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. 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.

b) For any construction equipment or special equipment to be utilized, the DESIGN-BUILDER shall include maintenance, operation, fuel and lubricant required for the economical performance of Extra Work. The COUNTY shall therefore not pay additionally for small tools and equipment ordinarily used in construction which shall be included in the overhead and profit percentage included. 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. For the purposes of estimating construction equipment cost, 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 its 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 estimating all labor, the DESIGN-BUILDER may charge 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/her 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 (5) workers in their work; and one hundred percent (100%) for directing six (6) workers or more in their work.

If Extra Work is directed, it shall be included in the DESIGN-BUILDER'S monthly application for payment. The DESIGN-BUILDER is required to include a statement certifying that the requested payment for Extra Work is consistent with the Contract Documents, and he has reviewed such requested payments for Extra Work and found them to be accurate, fair and reasonable.

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 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 this Article. 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 to 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, 13.15 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 approved 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), and (c).

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 its 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 of said written instructions or decisions, the DESIGN-BUILDER 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 written protest by the DESIGN BUILDER 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 Commissioners, the DIRECTOR shall request and receive approval for additional funding from the Board of County Commissioners.

ARTICLE 12 SCOPE OF SERVICES

- 12.1) **SCOPE OF SERVICES:** The scope of services shall include, but is not be limited to, surveying, geotechnical investigations, engineering, design, technical specifications, permitting, construction, testing and commissioning services, customer contact, negotiation, and agreement execution for the implementation of new 8-inch water mains and for the service conversion. The project consists of the replacement of the existing undersized and deteriorated water mains in order to improve system pressure and provide fire flow protection, and for water service conversions (transfer of services from the rear to the front of properties) in the Shenandoah Area (Phase B) of the City of Miami. The Project includes the following main elements:

Approximately 45,750 linear feet of 8-inch ductile iron and 1,200 linear feet of 6-inch ductile iron water main pipe and fittings to include, but not be limited to the following: all required resilient seated gate valves; all required fire hydrant assemblies with guard posts; approximately 1,170 water services; 664 water service conversions from rear of property to front of property to include all required piping, fittings and accessories, testing and restoration within private property including providing safety and protection of homeowner's property; tapping connections of various sizes to existing mains including tapping sleeves and valves; in-line water main connections to existing mains of various sizes; air release valve and flushing valve outlet assemblies; polyethylene encasement for ductile iron pipe and fittings, if ordered by the Engineer; sheeting and shoring ordered left in place by the Engineer; additional suitable backfill, if needed; furnish all materials, equipment and supplies necessary for cleaning, testing and disinfecting the mains; removal of existing asphalt pavement and sod; milling and resurfacing of existing asphalt pavement; removal, transport, salvage and legal disposal of demolition material; placing existing water mains out of service upon completion of work; traffic control; installation and restoration of pedestrian curb ramps and installation of detectable warning surface, as directed; temporary and permanent replacement of any utilities, pavement, sidewalk, curb & gutter, valley gutter, traffic circle roundabouts, trees, landscaping, sod, pavement markings, and/or driveway damaged by construction and all other appurtenant and miscellaneous items and work for a complete and fully functional installation.

The Design-Builder shall design and construct all ancillary piping, tapping, temporary bypass, and tie-in connections to facilitate successful construction and commissioning the new 8-inch water mains without any interruption of service to

commissioning the new 8-inch water mains without any interruption of service to the existing Miami-Dade Water and Sewer customers. The design and construction services rendered by the Design-Builder shall result in a complete, functional, and operable piping project with a minimum 80 year design life.

The DESIGN-BUILDER services shall include, but not limited to, providing all professional services, and construction labor, tools, material, equipment, construction equipment, and professional and other services to execute the final design and construction of the Project. Services also include planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing, disinfecting, commissioning, and restoration Work. DESIGN-BUILDER will provide all required project management, cost and schedule control, field supervision, quality control and assurance, and safety and health services to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Contract Schedule Dates. Any Work and services which may be reasonably assumed as necessary to accomplish this objective shall be supplied by the DESIGN-BUILDER.

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. This provision for indemnification shall survive expiration or termination of the Contract.
- 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, the DESIGN-BUILDER'S Performance and Payment Bonds prepared on the applicable bond forms included in Volume I of the RDBS and attached as Exhibit "D". The Surety Performance and Payment Bonds shall be in the amount of one hundred percent (100%) of the TOTAL CONTRACT AMOUNT covering all sums under the CONTRACT. 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 and with the 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 Statute Section 255.05 provides 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 subconsultants 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 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 subconsultants and Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants 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 subconsultants' and subcontractors' 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 (24) months 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 the Contractor, has obtained the insurance coverage as required below.
- 13.3.1.2) Worker's Compensation Insurance: as required by Chapter 440, Florida Statutes.
- 13.3.1.3) Commercial General Liability Insurance: on a comprehensive basis, in an amount not less than one million dollars (\$1,000,000.00) per occurrence or Bodily Injury and Property Damage combined single limit per occurrence. Insurance shall include coverage for Explosion, Collapse & Underground Hazards. The COUNTY must be shown as an additional insured with respect to this coverage.
- 13.3.1.4) 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 (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage combined single limit per occurrence.

- 13.3.1.5) The Designer-Builder will provide or cause its Engineer to provide Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00).
- 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 VII" 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 Work Site 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.

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

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 subconsultants 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 subconsultant 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 than COUNTY caused) the COUNTY may notify the Internal Services Department Division of Small Business Development, and any other entity established by the COUNTY for tracking the unsatisfactory performance, and may notify the DESIGN-BUILDER'S Surety.

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 the DESIGN-BUILDER'S expense forthwith using whatever professional services, and construction labor, materials and equipment necessary to perform the Work in accordance with the Contract Documents.

When the activity duration for any items shown on the approved Baseline Project Schedule do not appear sufficient to be completed in the time provided, and the affected activities are likely to delay completion of the Project in the sole opinion of the COUNTY'S REPRESENTATIVE, or if the COUNTY'S REPRESENTATIVE otherwise determines that the Work is not progressing in

a timely manner towards completion in a timely manner, and the DESIGN-BUILDER fails to make good efforts for completing any of the above Work activities 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 take the measures necessary to perform the Work. If the DESIGN-BUILDER does not begin to correct such conditions within five (5) days of such notice, or provide a plan satisfactory to the COUNTY'S REPRESENTATIVE to correct such conditions, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to place the DESIGN-BUILDER in default and notify its 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 the Project's abandonment or suspension. If it is known that 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 to be 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 Work which was performed prior to such suspension or abandonment, and any specific Work as directed by the COUNTY to secure and/or abandon the Work, 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 at its sole discretion, 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.

The COUNTY reserves the right to, at its sole discretion, terminate this contract without cause by giving a written Notice of Cancellation by the COUNTY REPRESENTATIVE 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 such termination without cause, 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 that 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.

The COUNTY 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 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 by the COUNTY'S REPRESENTATIVE, 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 13.12 "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 for 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 its 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 its surety by Certified mail.

If the DESIGN-BUILDER or the surety does not react and correct such conditions or provide a plan of action acceptable to the COUNTY'S REPRESENTATIVE for correction of same within a period of five (5) days after receipt of such Notice to Cure, the DIRECTOR, 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 its surety with a formal Notice of Default by Certified mail and shall have full power and authority three (3) 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 materials 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 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 its 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 copyrighted 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.

13.9) 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 agreement 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. 03-107 – Amending Section 2-11.1(s) of the Conflict of Interest and Code of Ethics;
 - Ordinance 09-68 – Local Certified Services for Disabled Veterans Preference;
 - Ordinance No. 02-68 – MDWASD Security Ordinance;
 - Ordinance No. 73-77 - Art in Public Places;
 - 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 Policies ISD Form No. 9 as amended by Ordinance No. 98-124, attached as Exhibit "E";
 - Ordinance No. 97-104 – Subcontractor/Supplier Listing, ISD Form 7, attached as Exhibit "F";
 - Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services;
 - 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 Contractors Employment and Procurement Practices;
 - Ordinance No. 03-27 - 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 in 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-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-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; and
- Administrative Order-3-39 - Acquisition of Professional Services.

13.9.3) The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within thirty (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 Internal Services Department 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 action 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 SUBCONSULTANTS 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, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County contracts or Public Health 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 prices, 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 of 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 Board of County Commissioners; (j) professional service agreements under one thousand dollars (\$1,000.00); (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 Board of County Commissioners 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 Board of County Commissioners 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 the COUNTY in connection with this Contract. The scope of services performed by an IPSIG may include, but is 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, and activities of the DESIGN-BUILDER, its officers, agents and employees, lobbyists, COUNTY staff and elected officials.

Upon ten (10) days written notice to the 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 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.

- 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 (10th) 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 Internal Services Department, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto and titled "Monthly Utilization Report", attached as Exhibit "G".
- 13.9.9) CERTIFICATION OF WAGE RATES: In accordance with Florida Statute Section 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) TRUTH IN NEGOTIATION: Pursuant to Administrative Order 3-39 and Section 287.055(5)(a) Florida Statutes: for all lump sum costs or costs-plus-a fixed fee contract over the threshold amount provided in Section 287.017, Florida Statutes, for Category Four, the COUNTY shall require the firm receiving the award to execute a Truth-In-Negotiation Certificate as attached as Exhibit "H". The DESIGN-BUILDER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, 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 price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the DESIGN-BUILDER'S payroll.

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) 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, 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 the DESIGN-BUILDER brings into the Site..
- 13.10.3) 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 DESIGN-BUILDER, which prevents the DESIGN-BUILDER from performing and fulfilling its obligations under this Contract, 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 forty-eight (48) hours of such force majeure event and provides the COUNTY written notice that includes justification for extension of the Contract within ten (10) days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.

- 13.10.4) STANDARD OF CARE: In the performance of its services, the 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.
- 13.10.5) RESPONSIBILITY FOR OTHERS: The DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER subconsultants and subcontractors. The 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.
- 13.10.6) RIGHT OF ENTRY: The COUNTY grants to the DESIGN-BUILDER, if the Work-Site is owned by the COUNTY, permission for a right of entry from time to time by the DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. If the Work-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 the DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. The COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Work-Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Work-Site conditions have been altered, the DESIGN-BUILDER shall restore the Work-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 COUNTY'S REPRESENTATIVE 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 bona fide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S subconsultants and subcontractors, approved by the COUNTY, 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, the DESIGN-BUILDER is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, the DESIGN-BUILDER will stop work immediately in the affected area and duly notify the COUNTY'S REPRESENTATIVE 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, the COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include the 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 the 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 Extra Work and treated with the methods provided in Article 11.5.3 Extra Work and Payment therefore.

The 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 affected Work-Site.

The DESIGN-BUILDER will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Time(s) to the extent the DESIGN-BUILDER'S

time of performance has been adversely impacted by the presence of Hazardous Conditions.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the DESIGN-BUILDER, design consultants, subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, 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 affected Work-Site.

Notwithstanding the preceding provisions of this Section, the COUNTY is not responsible for Hazardous Conditions introduced to the Site by the DESIGN-BUILDER, subcontractors or anyone for whose acts they may be liable. The DESIGN-BUILDER shall indemnify, defend and hold harmless the COUNTY and the COUNTY'S officers, Commissioners, 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 the 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 Baseline Project 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, if justified, request an extension of the Contract time. Said notice shall specifically detail the nature and cause of the delay and shall include sufficient, credible, and complete documentation, including, but not limited to, approved schedules and analysis, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S Baseline Project Schedule, as approved by the COUNTY'S REPRESENTATIVE. If the COUNTY'S REPRESENTATIVE finds that the delay is beyond the control of the DESIGN-BUILDER and affects the critical path schedule of the Project, based on the approved Baseline Project Schedule, the COUNTY'S REPRESENTATIVE will grant the DESIGN-BUILDER a non-compensable time extension, as approved by the COUNTY'S REPRESENTATIVE

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 or 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 or 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, including 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 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 shall 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'S REPRESENTATIVE 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.

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 two thousand five hundred dollars (\$2,500.00) 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, materialmen, 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, 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 and consequential costs not listed herein.

13.16) VALUE ENGINEERING PROPOSALS AFTER CONTRACT AWARD (VEPs)

13.16.1) General. The DESIGN-BUILDER may, at its sole option and its sole expense, develop, prepare and submit a Value Engineering Proposal ("VEP") to modify the requirements of the Contract Documents, provided that it does so in accordance with the following requirements. DESIGN-BUILDER'S VEP shall clearly demonstrate that modifying the requirements of the Contract Documents would: (a) result in a net reduction in the Contract Price; (b) not impair, in any manner, the essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, desired appearance, design and safety standards; and (c) not adversely impact the Project Schedule or the Contract Time(s). The COUNTY shall have the right, at its sole option and discretion, to accept or reject any VEP.

13.16.2) Definitions. For purposes of this Section, the following terms shall have the following meanings:

"Collateral Costs" means Owner's costs of operation, maintenance, logistic support, or Owner-furnished property, as defined by Owner.

"Collateral Savings" means those measurable net reductions resulting from a VEP in Owner's overall projected Collateral Costs, exclusive of acquisition savings, whether or not the acquisition cost may change.

"DESIGN-BUILDER'S Development and Implementation Costs" means those costs the DESIGN-BUILDER and any Subcontractor 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 modifications to the Contract Documents in the event the Owner accepts the VEP.

"Owner's Costs" means those Owner 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 normal Owner administrative costs of processing the VEP.

"Instant Contract Savings" means the estimated reduction in the DESIGN-BUILDER'S cost of performance of the Contract that results from Owner's acceptance of the VEP, minus the DESIGN-BUILDER'S Development and Implementation Costs.

- 13.16.3) VEP Preparation and Submission. At a minimum, the DESIGN-BUILDER shall include in each VEP the information described in Subparagraphs (A) through (F) below.
- A. A description of the difference between the existing requirements under the Contract Documents 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.
 - B. A list and analysis of the requirements to the Contract Documents that must be modified if the VEP is accepted by Owner, as well as specific suggested language.
 - C. A separate, detailed cost estimate for: (i) the affected portions of the existing requirements of the Contract Documents; and (ii) the cost reduction associated with the VEP which shall take into account: (a) the DESIGN-BUILDER'S Development and Implementation Costs, all of which shall be separately and clearly detailed; and (b) a description and estimate of the Owner Costs associated with the VEP.
 - D. An estimate, to the extent practical, of any effects the VEP would have on Collateral Costs.
 - E. A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction.
 - F. A statement of the effect acceptance of the VEP will have on the Contract Time(s).
 - G. The DESIGN-BUILDER shall submit VEPs to Owner with a signed original, ten (10) paper copies and two (2) electronic copies.

13.16.4) Owner's Action.

- A. Owner shall notify DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after its receipt of the VEP. If additional time is required for evaluation, Owner shall notify the DESIGN-BUILDER within the thirty (30) day period and provide the expected date of the decision. Unless Owner's notification specifically states otherwise, the DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract Documents.
- B. Owner shall not be liable for any delay in acting upon, or failing to act upon, a VEP.
- C. If the VEP is not accepted, Owner shall 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 accepted or rejected by Owner.
- D. Any VEP may be accepted, in whole or in part, by Owner issuing a Change Order. Owner may accept the VEP, even though an agreement on price reduction has not been reached, by issuing DESIGN-BUILDER a notice to proceed with the change.
- E. Owner shall have the sole and absolute discretion to accept or reject all or part of any VEP, and its decision shall be final, binding and not subject to review through the disputes process set forth in Article 13.12 or in any other manner.
- F. The DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract until a notice to proceed is issued or a Change Order is issued by Owner incorporating the VEP into the Contract. If a VEP has not been approved by the date upon which the DESIGN-BUILDER'S VEP submission specifies that a decision should be made, or such other date as DESIGN-BUILDER may subsequently have requested in writing, such VEP shall be deemed rejected.

13.16.5) Sharing.

- A. Owner's share of savings is determined by subtracting Owner's Costs from Instant Contract Savings, and multiplying the result by fifty percent (50%). The Contract Price will be reduced by the amount of Owner's share of the savings.
- B. Payment of any share due the DESIGN-BUILDER shall be as provided in the Change Order authorizing the VEP, which Change Order will modify the Contract Price and will revise any other affected provisions of the Contract Documents, including, if applicable, the Contract Time(s).

13.16.6) Contractual Obligations

- A. Owner shall be the sole judge of the acceptability of any VEP and of the estimated net savings from the adoption of all or any part of such proposal.

- B. The submission of a VEP by the DESIGN-BUILDER to Owner shall not in itself affect the rights or obligations of either party under this Contract.
- C. Owner acceptance of a VEP and performance of the cost-reduction Work shall not extend the time of completion of the Contract unless specifically provided for in the Change Order.
- D. The DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by Owner.

13.17) SITE CONDITIONS

- 13.17.1) The COUNTY makes no representations or warranties as to Site conditions at the Work-Site ("Site Conditions"), including, but not limited to the nature or amount of any kind of soil material, the location of any utilities or structures on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage, 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 within twenty-four (24) hours, and before such conditions are further disturbed, notify the COUNTY'S 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 COUNTY'S REPRESENTATIVE will promptly investigate the conditions, and if the COUNTY'S REPRESENTATIVE 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, the 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, may be made and the Contract modified in writing accordingly by the COUNTY'S REPRESENTATIVE. The COUNTY'S 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 the COUNTY'S REPRESENTATIVE 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 its 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 the COUNTY'S REPRESENTATIVE with immediate verbal notification of any potential claims followed by written notice of potential claims within three (3) days of the verbal notification. 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.
- 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 Work-Site.

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 its 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 its 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 its 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 COUNTY 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 its 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 thereunder:

(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 DESIGN-BUILDER 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 Department, Regulatory and Economics Resources (RER) 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 DESIGN-BUILDER 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 Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and the parties hereby submit to the jurisdiction of such court. 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 Package 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 the COUNTY. Unless specifically defined and approved in writing by the COUNTY such as a substitution or waiver of a specific requirement, all requirements of the RDBS documents, including the Design Criteria Package, 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 Contract, 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.

13.33) PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY: The DESIGN-BUILDER shall comply with the State of Florida Public Records Law, s. 119.0701, Florida Statutes, specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the DESIGN-BUILDER upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the DESIGN-BUILDER does not comply with a public records request, the public agency

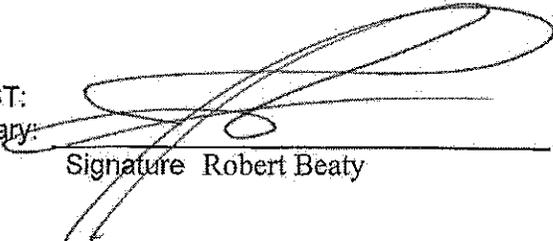
shall enforce contract provisions in accordance with the Contract

- 13.34) **EMPLOYEES ARE THE RESPONSIBILITY OF THE DESIGNER-BUILDER MANAGER/ INDEPENDENT CONTRACTOR RELATIONSHIP:** The DESIGN-BUILDER is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the DESIGN-BUILDER'S sole direction, supervision and control. The DESIGN-BUILDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the DESIGN-BUILDER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The DESIGN-BUILDER does not have the power or **authority to bind the COUNTY in any promise, agreement or representation other than** specifically provided for in this Contract or a Work Order. The DESIGN-BUILDER shall supply competent employees. The COUNTY may require the DESIGN-BUILDER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task order authorization. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by the DESIGN-BUILDER without prior approval from the Director or his designee. All employees engaged in this Project will be required to submit the attached Exhibit "I" "Conflict of Interest Affidavit".
- 13.35) **ACCOUNTS RECEIVABLE ADJUSTMENTS:** In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the DESIGN-BUILDER to the COUNTY, whether under this Contract or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by the COUNTY to the DESIGN-BUILDER under this Contract. Such retained amount shall be applied to the amount owed by the DESIGN-BUILDER to the COUNTY. The DESIGN-BUILDER shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the DESIGN-BUILDER for the applicable payment due herein
- 13.36) **Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance:** Notwithstanding any other provision of this Contract, the County Mayor or his designee may exercise the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County.

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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.

ATTEST:
Asst Secretary:



Signature Robert Beaty

Lanzo Construction Co., FL

Legal Name of Corporation

By:

Lanzo Construction Co., FL

Legal Name of Corporation


Signature

(Corporate Seal)

Kevin Pawlowski, Asst Secretary

Legal Name and Title

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:

Risk Management Division


Assistant County Attorney

Date:

Date:

12/11/14

IN WITNESS WHEREOF 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

CARLOS GIMENEZ
County Mayor

By: Clerk of the Board

By:

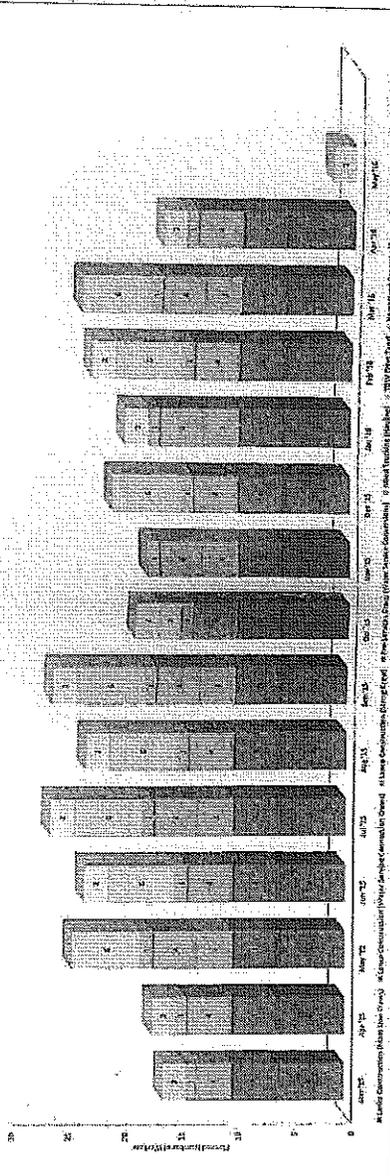
Signature

Signature

Date: _____

Date: _____

Pibmed Construction Manpower Tabulation



MANPOWER TABULATION
Planned Number of Construction Workers from Each Company and Trade

Company/Performance Work (Type of Work Performed)	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16
Lane Construction (Main Line Crews)	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Lane Distribution (Water Service Connection Crews)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Lane Construction (Piling Crew)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Pre-Service Group (Water Service Connections)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Allied Trucking (Hauling)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
TBW (Water Taps)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Homestead Concrete (Concrete Restoration)	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
TBO (Asphalt Restoration)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
TBO (Pavement Markings)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Total Lane Workers	13														
Total Subcontractor Workers	9	7	16	18											
Total Workers	16	17	29	31											

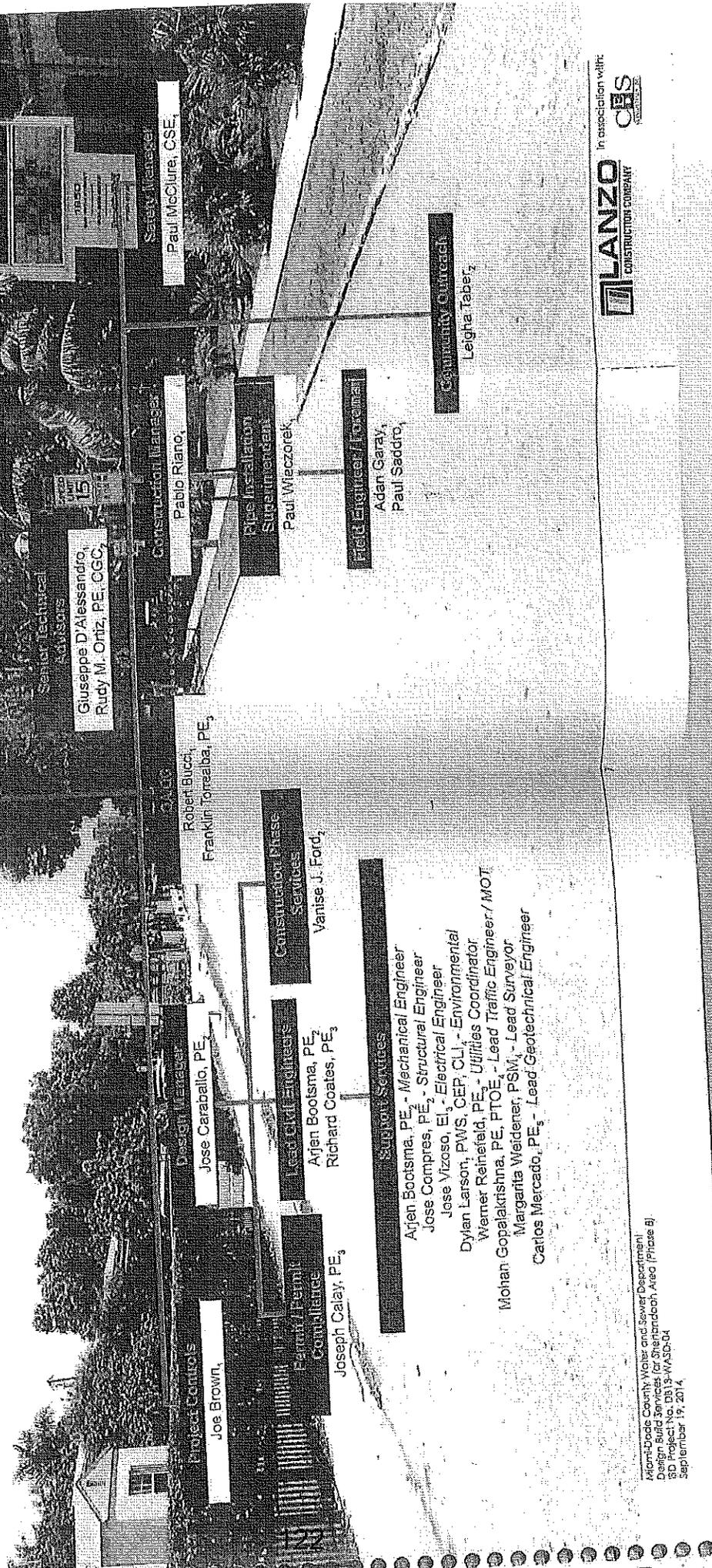
Yavapai County Water and Sewer Department
 Sanitary Services for Grandditch Area (Phase B)
 Project No. DB13-WASD-04
 January 19, 2014



Table of Organization

The Lanzo Team

- (1) Lanzo Construction Co., Florida
- (2) CES Consultants, Inc.
- (3) 300 Engineering Group, PA
- (4) Miller, Legg and Associates, Inc.
- (5) GFA International, Inc.
- (6) Pro Service Group, LLC
- (7) Homestead Concrete and Drainage, Inc.



In association with:
LANZO CONSTRUCTION COMPANY
CBS CONSULTANTS

Shenandoah B - Water Mains and Service Conversions

Activity ID	Activity Name	City	Qty	Orig Qty	Early Start	Early Finish	Late Start	Late Finish	Critical	Total Float	Free Float	Budgeted Total Cost	Physical % Complete	Resources	2015	2016
															Q1	Q2
Project: Shenandoah B - Water Mains and Service Conversions																
WBS: Contract Start-Up																
A1000	CSU - Contract Award / Notices to Proceed		0	3952	01-Oct-14	07-Apr-15	19-Aug-15	26-Mar-17		2558	0d	\$0	0%			
A1010	CSU - Bonds and Insurances		0	30d	01-Oct-14	11-Nov-14	15-Aug-15	29-Mar-17		578d	0d	\$0	0%			
A1020	CSU - Project Mobilization		0	30d	01-Oct-14	11-Nov-14	15-Aug-15	29-Mar-17		228d	0d	\$0	0%			
WBS: General Requirements																
A1030	GEN - Commence Project Design (Initial Meeting)		0	395d	01-Oct-14	07-Apr-15	19-Aug-15	26-Mar-17		255d	0d	\$0	0%			
A1040	GEN - Project General Conditions		0	395d	01-Oct-14	07-Apr-15	19-Aug-15	26-Mar-17		255d	0d	\$0	0%			
A1050	GEN - Construction Surveying		0	395d	01-Oct-14	07-Apr-15	19-Aug-15	26-Mar-17		255d	0d	\$0	0%			
A1060	GEN - Central Construction Complex and Storage Yard		0	395d	01-Oct-14	07-Apr-15	19-Aug-15	26-Mar-17		255d	0d	\$0	0%			
A1070	GEN - Project Quality Control and Materials Testing		0	395d	01-Oct-14	07-Apr-15	19-Aug-15	26-Mar-17		255d	0d	\$0	0%			
A1080	GEN - Engineering Construction Services During Construction		0	395d	01-Oct-14	07-Apr-15	19-Aug-15	26-Mar-17		255d	0d	\$0	0%			
A1140	GEN - Locate Existing Utility Information		0	22d	13-Oct-14	15-Nov-14	31-Aug-15	15-Oct-15		241d	0d	\$0	0%			
WBS: Design																
WBS: Phase 1 - Design																
A3160	P1 DES - 30% Design Submittal		0	15d	13-Oct-14	11-Nov-14	31-Aug-15	15-Oct-15		220d	0d	\$0	0%			
A3150	P1 DES - Surveying		0	13d	22-Oct-14	11-Nov-14	28-Sep-15	15-Oct-15		241d	0d	\$0	0%			
WBS: Project Submittals																
A1110	SUB - Submit/Approve - Pps, Valves and Fittings		0	15d	01-Oct-14	21-Oct-14	04-Feb-16	24-Feb-16		346d	0d	\$0	0%			
A1120	SUB - Submit/Approve - Fire Hydrant Assembly		0	19d	01-Oct-14	21-Oct-14	11-Feb-16	02-Mar-16		354d	0d	\$0	0%			
A1130	SUB - Submit/Approve - Asphalt Pavement Restoration		0	15d	01-Oct-14	21-Oct-14	23-Apr-16	12-May-16		405d	0d	\$0	0%			
A1140	SUB - Submit/Approve - Concrete Sidewalk Restoration		0	15d	01-Oct-14	21-Oct-14	06-Apr-16	28-Apr-16		395d	0d	\$0	0%			
A1150	SUB - Manu/Deliver - Pps, Valves and Fittings		0	30d	22-Oct-14	03-Dec-14	25-Feb-16	06-Apr-16		348d	84d	\$0	0%			
A1160	SUB - Manu/Deliver - Fire Hydrant Assembly		0	30d	22-Oct-14	03-Dec-14	03-Mar-16	13-Apr-16		356d	85d	\$0	0%			
A1170	SUB - Manu/Deliver - Asphalt Pavement Restoration		0	30d	22-Oct-14	03-Dec-14	19-May-16	23-Jun-16		405d	174d	\$0	0%			
A1180	SUB - Manu/Deliver - Concrete Sidewalk Restoration		0	30d	22-Oct-14	03-Dec-14	28-Apr-16	09-Jun-16		395d	93d	\$0	0%			

Activity Name	2015	2016
	Q1	Q2
CSU - Contract Award / Notices to Proceed		
CSU - Bonds and Insurances		
CSU - Project Mobilization		
GEN - Commence Project Design (Initial Meeting)		
GEN - Project General Conditions		
GEN - Construction Surveying		
GEN - Central Construction Complex and Storage Yard		
GEN - Project Quality Control and Materials Testing		
GEN - Engineering Construction Services During Construction		
GEN - Locate Existing Utility Information		
P1 DES - 30% Design Submittal		
P1 DES - Surveying		
SUB - Submit/Approve - Pps, Valves and Fittings		
SUB - Submit/Approve - Fire Hydrant Assembly		
SUB - Submit/Approve - Asphalt Pavement Restoration		
SUB - Submit/Approve - Concrete Sidewalk Restoration		
SUB - Manu/Deliver - Pps, Valves and Fittings		
SUB - Manu/Deliver - Fire Hydrant Assembly		
SUB - Manu/Deliver - Asphalt Pavement Restoration		
SUB - Manu/Deliver - Concrete Sidewalk Restoration		

LANZO CONSTRUCTION CO., FLORIDA

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TASK: Shenandoah B - Water Mains and Service Conversions

Actual Work
Remaining Work
Critical Remaining Work
Milestones

LANZO CONSTRUCTION COMPANY

Delivering accurate information and solutions for tomorrow's communities

Start Date 01-Oct-14 Date Date 01-Oct-14 Run Date 18-Sep-14

Finish Date 12-May-16

Miami-Dade County Water and Sewer Department
Design / Build Services for Shenandoah Area (Phase B)
ISD Project No. DB13-WA-SD-04
September 19, 2014

Shenandoah B - Water Mains and Service Conversions

Activity Name	Qty	Orig Dur	Early Start	Early Finish	Late Start	Late Finish	Critical	Total Float	Free Float	Budgeted Total Cost	Physical % Complete	Resources
Project Shenandoah B - Water Mains and Service Con	98378	420d	01-Oct-14	12-Aug-16	19-Aug-15	28-Nov-17		228d	0d	\$0		
WBS: Contract Start-Up	0	30d	01-Oct-14	11-Nov-14	19-Aug-15	28-Nov-17		616d	0d	\$0		
A1000 CSU - Contract Award / Notices to Proceed	0d	0d	01-Oct-14	01-Oct-14	19-Aug-15	28-Nov-17		228d	0d	\$0	0%	GEN - Contract Award / Notice to Proceed
A1010 CSU - Bonds and Inurances	0d	0d	01-Oct-14	01-Oct-14	19-Aug-15	28-Nov-17		616d	4200d	\$0	0%	GEN - Bonds and Inurances
A1020 CSU - Project Mobilization	0d	30d	01-Oct-14	11-Nov-14	19-Aug-15	28-Nov-17		616d	380d	\$0	0%	GEN - Project Mobilization
WBS: General Requirements	0	395d	01-Oct-14	07-Apr-15	19-Aug-15	28-Nov-17		253d	0d	\$0		
A1030 GEN - Commence Project Design (Initial Meeting)	0d	0d	01-Oct-14	01-Oct-14	19-Aug-15	28-Nov-17		228d	0d	\$0	0%	GEN - Commence Project Design (Initial Meeting)
A1040 GEN - Project General Conditions	395d	395d	01-Oct-14	07-Apr-15	19-Aug-15	28-Nov-17		253d	13d	\$0	0%	GEN - Project General Conditions
A1050 GEN - Construction Surveying	395d	395d	01-Oct-14	07-Apr-15	19-Aug-15	28-Nov-17		253d	13d	\$0	0%	GEN - Construction Surveying
A1060 GEN - Central Construction Complex and Storage Yard	395d	395d	01-Oct-14	07-Apr-15	19-Aug-15	28-Nov-17		253d	13d	\$0	0%	GEN - Central Construction Complex and Storage Yard
A1070 GEN - Project Quality Control and Materials Testing	395d	395d	01-Oct-14	07-Apr-15	19-Aug-15	28-Nov-17		253d	13d	\$0	0%	GEN - Project Quality Control and Materials Testing
A1080 GEN - Engineering Construction Services During Construction	395d	395d	01-Oct-14	07-Apr-15	19-Aug-15	28-Nov-17		253d	13d	\$0	0%	GEN - Engineering Construction Services During Construction
A1140 GEN - Locate Existing Utility Information	15d	15d	01-Oct-14	17-Mar-15	19-Aug-15	08-Sep-15		228d	0d	\$0	0%	GEN - Locate Existing Utility Information
WBS: Design	0	110d	13-Oct-14	17-Mar-15	31-Aug-15	28-Jun-16		338d	0d	\$0		
WBS: Phase 1 - Design	0	110d	13-Oct-14	17-Mar-15	31-Aug-15	28-Jun-16		338d	0d	\$0		
A3160 P1 DES - 30% Design Submittal	15d	15d	13-Oct-14	31-Oct-14	31-Aug-15	19-Sep-15		228d	0d	\$0	0%	P1 DES - 30% Design Submittal
A3170 P1 DES - Surveying	15d	15d	13-Oct-14	31-Oct-14	31-Aug-15	19-Sep-15		228d	0d	\$0	0%	P1 DES - Surveying
A3180 P1 DES - 30% Design Review	20d	20d	02-Nov-14	21-Sep-15	15-Oct-15		228d	0d	\$0	\$0	0%	P1 DES - 30% Design Review
A3190 P1 DES - 60% Design Submittal	25d	25d	02-Dec-14	08-Jan-15	19-Oct-15	20-Nov-15		228d	0d	\$0	0%	P1 DES - 60% Design Submittal
A3200 P1 DES - 60% Design Review	20d	20d	04-Jan-15	03-Feb-15	23-Nov-15	18-Dec-15		228d	0d	\$0	0%	P1 DES - 60% Design Review
A3210 P1 DES - Final Design Submittal	20d	20d	04-Feb-15	17-Feb-15	21-Dec-15	01-Jan-16		228d	0d	\$0	0%	P1 DES - Final Design Submittal
A3220 P1 DES - Final Design Review	110d	110d	13-Oct-14	17-Mar-15	31-Aug-15	28-Jun-16		338d	0d	\$0	0%	P1 DES - Final Design Review
WBS: Phase 2 - Design	0	110d	07-Apr-15	29-Mar-16	23-Aug-16		364d	0d	\$0	\$0	0%	P2 DES - 30% Design Submittal
A3230 P2 DES - 30% Design Submittal	15d	15d	03-Nov-14	21-Nov-14	29-Mar-16	15-Apr-16		364d	0d	\$0	0%	P2 DES - 30% Design Submittal
A3240 P2 DES - Surveying	15d	15d	12-Nov-14	03-Dec-14	25-Apr-16	15-May-16		364d	0d	\$0	0%	P2 DES - Surveying
A3250 P2 DES - 30% Design Review	20d	20d	24-Nov-14	22-Dec-14	19-Apr-16	16-May-16		364d	0d	\$0	0%	P2 DES - 30% Design Review
A3260 P2 DES - 60% Design Submittal	25d	25d	29-Dec-14	27-Jan-15	17-May-16	20-Jun-16		364d	0d	\$0	0%	P2 DES - 60% Design Submittal
A3270 P2 DES - 60% Design Review	20d	20d	29-Jan-15	24-Feb-15	21-Jun-16	16-Jul-16		364d	0d	\$0	0%	P2 DES - 60% Design Review
A3280 P2 DES - Final Design Submittal	10d	10d	25-Feb-15	10-Mar-15	19-Jul-16	01-Aug-16		364d	0d	\$0	0%	P2 DES - Final Design Submittal
A3290 P2 DES - Final Design Review	110d	110d	11-Mar-15	07-Apr-15	02-Aug-16	28-Aug-16		408d	0d	\$0	0%	P2 DES - Final Design Review
WBS: Phase 3 - Design	0	15d	24-Nov-14	15-Dec-14	20-Jun-16	08-Jul-15		488d	0d	\$0		
A3300 P3 DES - 30% Design Submittal	15d	15d	04-Dec-14	24-Dec-14	15-Jul-16	05-Aug-16		421d	13d	\$0	0%	P3 DES - 30% Design Submittal
A3310 P3 DES - Surveying	30d	30d	16-Dec-14	13-Jan-15	11-Jul-16	05-Aug-16		409d	0d	\$0	0%	P3 DES - Surveying
A3320 P3 DES - 30% Design Review	25d	25d	14-Jan-15	17-Feb-15	08-Aug-16	05-Sep-16		408d	0d	\$0	0%	P3 DES - 30% Design Review
A3330 P3 DES - 60% Design Submittal	30d	30d	18-Feb-15	17-Mar-15	12-Sep-16	07-Oct-16		403d	0d	\$0	0%	P3 DES - 60% Design Submittal
A3340 P3 DES - 60% Design Review	10d	10d	18-Mar-15	31-Mar-15	10-Oct-16	21-Oct-16		409d	0d	\$0	0%	P3 DES - 60% Design Review
A3350 P3 DES - Final Design Submittal	20d	20d	01-Apr-15	28-Apr-15	21-Oct-16	18-Nov-16		468d	0d	\$0	0%	P3 DES - Final Design Submittal
A3360 P3 DES - Final Design Review	15d	15d	16-May-15	24-Jun-15	01-Feb-16	23-Mar-16		452d	0d	\$0	0%	P3 DES - Final Design Review
WBS: Permitting	0	25d	18-Mar-15	11-May-15	01-Feb-16	28-Mar-17		491d	0d	\$0		
A3380 P1 PER - Miami Fire Dept (Hydrant Review)	7d	7d	18-Mar-15	26-Mar-15	16-Mar-16	24-Mar-17		521d	0d	\$0	0%	P1 PER - Miami Fire Dept (Hydrant Review)
A3390 P1 PER - MD-PER, DERM (Dry-Run Water Main Extension)	7d	7d	18-Mar-15	26-Mar-15	01-Feb-16	09-Feb-16		228d	0d	\$0	0%	P1 PER - MD-PER, DERM (Dry-Run Water Main Extension)
A3370 P1 PER - Miami Public Works Dept (ROW, MD-PER, DERM)	2d	2d	27-Mar-15	30-Mar-15	27-Mar-17	28-Mar-17		511d	223d	\$0	0%	P1 PER - Miami Public Works Dept (ROW, MD-PER, DERM)

LANZO CONSTRUCTION CO., FLORIDA

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TASK filter: All Activities

Actual Work

Remaining Work

Critical Remaining Work

Milestone



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Miami-Dade County Water and Sewer Department
Design Build Services for Shenandoah Ave / Phase B
ISD Project No. DB13-WASD-04
September 19, 2014

Shenandoah B - Water Mains and Service Conversions

Activity Name	Qty	Orig Dur	Early Start	Early Finish	Late Start	Late Finish	Critical	Total Float	Free Float	Successed Total Cost	Physical % Complete	Resources
A3390 P1 PER - MD-RER, DERM (Water Main Extension)	2d		27-Mar-15	30-Mar-15	10-Feb-16	11-Feb-16		2282	0d	\$0	0%	CES Consultants
A3400 P1 PER - FDOH (General Permit)	30d		31-Mar-15	14-Apr-15	01-Feb-17	14-Mar-17		4812	128d	\$0	0%	CES Consultants
WES Phase 2 - Permitting	0		09-Apr-15	09-Jun-15	30-Aug-16	14-Mar-17		4926	0d	\$0	0%	CES Consultants
A3410 P2 PER - Miami Fire Dept (Hydrant Review)	7d		08-Apr-15	18-Apr-15	30-Aug-16	07-Sep-16		3644	0d	\$0	0%	CES Consultants
A3420 P2 PER - MD-RER, OERM (Dry-Run Water Main Extension)	2d		17-Apr-15	20-Apr-15	08-Sep-16	08-Sep-16		3644	0d	\$0	0%	CES Consultants
A3430 P2 PER - Miami Public Works Dept (ROW, MD-RER, DERM)	2d		21-Apr-15	22-Apr-15	12-Sep-16	13-Sep-16		3644	0d	\$0	0%	CES Consultants
A3440 P2 PER - MD-RER, DERM (Water Main Extension)	30d		23-Apr-15	03-Jun-15	01-Feb-17	14-Mar-17		4812	167d	\$0	0%	CES Consultants
A3450 P2 PER - FDOH (General Permit)	0		28-Apr-15	24-Jun-15	21-Nov-16	14-Mar-17		4926	0d	\$0	0%	CES Consultants
WES Phase 3 - Permitting	7d		28-Apr-15	27-May-15	24-Nov-16	28-Nov-16		4084	0d	\$0	0%	CES Consultants
A3460 P3 PER - Miami Fire Dept (Hydrant Review)	7d		28-Apr-15	27-May-15	24-Nov-16	28-Nov-16		4084	0d	\$0	0%	CES Consultants
A3470 P3 PER - MD-RER, DERM (Dry-Run Water Main Extension)	7d		28-Apr-15	27-May-15	24-Nov-16	28-Nov-16		4084	0d	\$0	0%	CES Consultants
A3480 P3 PER - Miami Public Works Dept (ROW, MD-RER, DERM)	2d		09-May-15	11-May-15	30-Nov-16	01-Dec-16		4084	0d	\$0	0%	CES Consultants
A3490 P3 PER - MD-RER, DERM (Water Main Extension)	2d		12-May-15	13-May-15	02-Dec-16	05-Dec-16		4084	0d	\$0	0%	CES Consultants
A3500 P3 PER - FDOH (General Permit)	30d		14-May-15	24-Jun-15	01-Feb-17	14-Mar-17		4494	221d	\$0	0%	CES Consultants
WES Project Submittals	0		01-Oct-14	03-Dec-14	04-Feb-16	23-Jun-16		4052	0d	\$0	0%	Lanxo Construction Mgt
A1110 SUB - Submittal/Approve - Pipe, Valves and Fittings	15d		01-Oct-14	21-Oct-14	04-Feb-16	24-Feb-16		3494	0d	\$0	0%	Lanxo Construction Mgt
A1120 SUB - Submittal/Approve - Fire Hydrant Assembly	16d		01-Oct-14	21-Oct-14	11-Feb-16	02-Mar-16		3549	0d	\$0	0%	Lanxo Construction Mgt
A1130 SUB - Submittal/Approve - Asphalt Pavement Restoration	16d		01-Oct-14	21-Oct-14	22-Apr-16	12-May-16		4054	0d	\$0	0%	Lanxo Construction Mgt
A1140 SUB - Submittal/Approve - Concrete Sidewalk Restoration	15d		01-Oct-14	21-Oct-14	08-Apr-16	28-Apr-16		3954	0d	\$0	0%	Lanxo Construction Mgt
A1150 SUB - Manufact/Deliver - Pipe, Valves and Fittings	30d		22-Oct-14	03-Dec-14	25-Feb-16	05-Apr-16		4494	84d	\$0	0%	Lanxo Construction Mgt
A1160 SUB - Manufact/Deliver - Fire Hydrant Assembly	30d		22-Oct-14	03-Dec-14	03-Mar-16	13-Apr-16		3544	88d	\$0	0%	Lanxo Construction Mgt
A1170 SUB - Manufact/Deliver - Asphalt Pavement Restoration	30d		22-Oct-14	03-Dec-14	13-May-16	23-Jun-16		4054	174d	\$0	0%	Lanxo Construction Mgt
A1180 SUB - Manufact/Deliver - Concrete Sidewalk Restoration	30d		22-Oct-14	03-Dec-14	28-Apr-16	05-Jun-16		3554	53d	\$0	0%	Lanxo Construction Mgt
WES Construction	6547d		01-Mar-15	26-Apr-16	12-Feb-16	23-Jun-17		2408	5d	\$0	0%	
WES Phase 1	4762d		31-Mar-15	29-Oct-15	12-Feb-16	13-Sep-16		2282	0d	\$0	0%	
WES Phase 2	1785d		03-Apr-15	03-Jun-15	18-Feb-16	05-Sep-16		3332	0d	\$0	0%	
A3700 P1 17S IN - Perform Pipe Trenching	1900		08-Apr-15	07-Apr-15	18-Feb-16	19-Feb-16		2280	0d	\$0	0%	Lanxo Pipeline Trenching Crew
A3710 P1 17S IN - Install Water Services (Private Property)	0		08-Apr-15	08-Apr-15	23-Feb-16	23-Feb-16		2320	2d	\$0	0%	Lanxo Private Property Line Crew
A3720 P1 17S IN - Perform Water Taps and Connections	3		08-Apr-15	08-Apr-15	24-May-16	05-May-16		283d	4d	\$0	0%	Lanxo Tap/Connection Crew TD
A3800 P1 17S MS - Mobilization	0d		08-Apr-15	08-Apr-15	18-Feb-16	18-Feb-16		228d	0d	\$0	0%	Lanxo Water Mainline Crew
A3740 P1 17S IN - Install 8" Water Main	1300		14-Apr-15	14-Apr-15	28-Apr-16	02-May-16		274d	0d	\$0	0%	Lanxo Fire Hydrant Crew
A3750 P1 17S IN - Install 6" Water Main and Fire Hydrants	40		14-Apr-15	14-Apr-15	16-May-16	10-May-16		278d	0d	\$0	0%	Lanxo ROW Water Service Crew
A3770 P1 17S IN - Install Water Services (Right-of-Way)	40		15-Apr-15	21-Apr-15	17-Apr-16	23-Jun-16		307d	19d	\$0	0%	Lanxo Restoration Crew
A3780 P1 17S IN - Perform Trench Restoration	4d		15-Apr-15	20-Apr-15	16-May-16	12-May-16		278d	0d	\$0	0%	Lanxo Test and Chlorination Crew
A3790 P1 17S IN - Perform Pressure Testing	2d		22-Apr-15	22-Apr-15	13-May-16	18-May-16		278d	2d	\$0	0%	Lanxo Test and Chlorination Crew
A3780 P1 17S IN - Chlorinate Pipe Lines	5d		22-Apr-15	28-Apr-15	17-Jun-16	23-Jun-16		302d	0d	\$0	0%	Lanxo Concrete Crew
A3810 P1 17S IN - Perform Sidewalk Restoration	0		27-Apr-15	27-Apr-15	13-May-16	18-May-16		278d	0d	\$0	0%	Lanxo Concrete Crew
A3820 P1 17S IN - Perform Water Services Connections (Private Pr	0		27-Apr-15	27-Apr-15	13-May-16	18-May-16		278d	0d	\$0	0%	Pro Services Group
A3830 P1 17S IN - Perform Water Services Connections (Right-of-W	40		27-Apr-15	27-Apr-15	23-Jun-16	23-Jun-16		304d	16d	\$0	0%	Lanxo ROW Water Service Crew
A3840 P1 17S IN - Install / Restore Asphalt	3d		19-May-15	19-May-15	17-May-16	23-May-16		285d	0d	\$0	0%	Lanxo Concrete Crew
A3850 P1 17S IN - Install / Restore Asphalt	3d		19-May-15	19-May-15	24-Jun-16	30-Jun-16		288d	0d	\$0	0%	General/Asphalt
A3860 P1 17S MS - Install / Restore Sod	3d		02-Jun-15	04-Jun-15	08-Sep-16	13-Sep-16		333d	0d	\$0	0%	Lanxo Restoration Crew
A3890 P1 17S MS - Demobilization	0d		04-Jun-15	04-Jun-15	13-Sep-16	13-Sep-16		333d	5d	\$0	0%	Lanxo Restoration Crew

Actual Work Remaining Work Critical Remaining Work Milestone

LANZO CONSTRUCTION CO., FLORIDA

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TASK filter: All Activities

Start Date 01-Oct-14 Date Date 01-Oct-14

Finish Date 12-May-16 Run Date 18-Sep-14

LANZO CONSTRUCTION COMPANY

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in association with: LANZO CONSTRUCTION COMPANY CES CONSULTANTS

Shenandoah B - Water Mains and Service Conversions

Activity Name	City	Orig Dur	Early Start	Early Finish	Late Start	Late Finish	Original	Total Float	Free Float	Budgeted Cost	Physical % Complete	Resources	2015	2016
A3500 P1 16T IN - Perform Pipe Trenching	2400	4d	31-Mar-15	02-Apr-15	12-Feb-16	15-Sep-15	228d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	P1 16T IN - Perform Pipe Trenching		
A3501 P1 16T IN - Install Water Services (Right-of-Way)	30	11d	31-Mar-15	14-Apr-15	15-Apr-16	28-Apr-16	278d	0d	\$0	0%	Lanzo ROW Water Services Crew	P1 16T IN - Install Water Services (Right-of-Way)		
A3502 P1 16T IN - Install Water Services (Private Property)	0	0d	31-Mar-15	23-Feb-16	23-Feb-16	23-Feb-16	236d	0d	\$0	0%	Lanzo Private Property Line Crew	P1 16T IN - Install Water Services (Private Property)		
A3503 P1 16T IN - Perform Water Taps and Connections	3	3d	31-Mar-15	02-Apr-15	12-Apr-16	14-Apr-16	270d	0d	\$0	0%	Lanzo Tap/Connection Crew, TD	P1 16T IN - Perform Water Taps and Connections		
A3504 P1 16T MS - Mobilization	2400	3d	02-Apr-15	09-Apr-15	07-Apr-16	14-Apr-16	238d	0d	\$0	0%	Lanzo Water Mainline Crew	P1 16T MS - Mobilization		
A3550 P1 16T IN - Install 6" Water Main	30	1d	02-Apr-15	09-Apr-15	14-Apr-16	14-Apr-16	265d	0d	\$0	0%	Lanzo Fire Hydrant Crew	P1 16T IN - Install 6" Water Main		
A3560 P1 16T IN - Perform Trench Restoration	5d	5d	10-Apr-15	16-Apr-15	14-Apr-16	14-Apr-16	266d	3d	\$0	0%	Lanzo Fire Hydrant Crew	P1 16T IN - Perform Trench Restoration		
A3590 P1 16T IN - Perform Pressure Testing	7d	7d	10-Apr-15	16-Apr-15	14-Apr-16	14-Apr-16	306d	17d	\$0	0%	Lanzo Restoration Crew	P1 16T IN - Perform Pressure Testing		
A3570 P1 16T IN - Perform Sidewalk Restoration	5d	5d	15-Apr-15	21-Apr-15	14-Jun-16	16-Jun-16	265d	0d	\$0	0%	Lanzo Test and Chlorination Crew	P1 16T IN - Perform Sidewalk Restoration		
A3560 P1 16T IN - Chlorinate Pipe Lines	4d	4d	21-Apr-15	24-Apr-15	26-Apr-16	29-Apr-16	302d	0d	\$0	0%	Lanzo Test and Chlorination Crew	P1 16T IN - Chlorinate Pipe Lines		
A3510 P1 16T IN - Perform Water Services Connections (Right-of-Way)	90	11d	27-Apr-15	11-May-15	22-May-16	19-May-16	265d	0d	\$0	0%	Lanzo ROW Water Services Crew	P1 16T IN - Perform Water Services Connections (Right-of-Way)		
A3530 P1 16T IN - Perform Water Services Connections (Private Property)	0	0d	27-Apr-15	27-Apr-15	18-May-16	18-May-16	278d	0d	\$0	0%	Lanzo Private Property Line Crew	P1 16T IN - Perform Water Services Connections (Private Property)		
A3560 P1 16T IN - Perform Water Services Connections	0	0d	27-Apr-15	27-Apr-15	16-Jun-16	16-Jun-16	299d	11d	\$0	0%	Pro Service Group	P1 16T IN - Perform Water Services Connections		
A3560 P1 16T IN - Install / Restore Asphalt	5d	5d	12-May-15	18-May-15	17-Jun-16	16-Jun-16	288d	0d	\$0	0%	Lanzo Concrete Crew	P1 16T IN - Install / Restore Asphalt		
A3560 P1 16T IN - Install / Restore Sod	3d	3d	25-May-15	25-May-15	09-Sep-16	12-Sep-16	286d	0d	\$0	0%	General Asphalt	P1 16T IN - Install / Restore Sod		
A3560 P1 16T MS - Demobilization	0d	0d	28-May-15	28-May-15	13-Sep-16	13-Sep-16	336d	0d	\$0	0%	Lanzo Restoration Crew	P1 16T MS - Demobilization		
A3580 P1 17T IN - Perform Pipe Trenching	1300	2d	08-Apr-15	09-Apr-15	22-Feb-16	23-Feb-16	226d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	P1 17T IN - Perform Pipe Trenching		
A3910 P1 17T IN - Install Water Services (Private Property)	0	0d	08-Apr-15	23-Feb-16	23-Feb-16	23-Feb-16	230d	0d	\$0	0%	Lanzo Private Property Line Crew	P1 17T IN - Install Water Services (Private Property)		
A3970 P1 17T MS - Mobilization	1d	1d	08-Apr-15	08-Apr-15	10-May-16	10-May-16	281d	7d	\$0	0%	Lanzo Tap/Connection Crew, TD	P1 17T MS - Mobilization		
A3530 P1 17T IN - Install 6" Water Main	1300	3d	08-Apr-15	08-Apr-15	23-Feb-16	23-Feb-16	226d	0d	\$0	0%	Lanzo Water Mainline Crew	P1 17T IN - Install 6" Water Main		
A3930 P1 17T IN - Install 6" Water Main	40	1d	17-Apr-15	17-Apr-15	30-May-16	30-May-16	274d	0d	\$0	0%	Lanzo Fire Hydrant Crew	P1 17T IN - Install 6" Water Main		
A3550 P1 17T IN - Perform Trench Restoration	1d	1d	20-Apr-15	24-Jun-16	30-Jun-16	30-Jun-16	306d	21d	\$0	0%	Lanzo Restoration Crew	P1 17T IN - Perform Trench Restoration		
A3550 P1 17T IN - Perform Pressure Testing	4d	4d	20-Apr-15	23-Apr-15	11-May-16	18-May-16	274d	0d	\$0	0%	Lanzo Test and Chlorination Crew	P1 17T IN - Perform Pressure Testing		
A3970 P1 17T IN - Chlorinate Pipe Lines	40	5d	22-Apr-15	29-Apr-15	11-May-16	17-May-16	276d	0d	\$0	0%	Lanzo Test and Chlorination Crew	P1 17T IN - Chlorinate Pipe Lines		
A3910 P1 17T IN - Perform Water Services Connections (Private Property)	0	0d	24-Apr-15	27-Apr-15	17-May-16	18-May-16	277d	0d	\$0	0%	Lanzo Private Property Line Crew	P1 17T IN - Perform Water Services Connections (Private Property)		
A3910 P1 17T IN - Perform Water Services Connections	0	0d	25-Apr-15	29-Apr-15	16-May-16	18-May-16	277d	0d	\$0	0%	Pro Service Group	P1 17T IN - Perform Water Services Connections		
A3940 P1 17T IN - Perform Sidewalk Restoration	5d	5d	29-Apr-15	29-Apr-15	30-Jun-16	30-Jun-16	306d	20d	\$0	0%	Lanzo Concrete Crew	P1 17T IN - Perform Sidewalk Restoration		
A3910 P1 17T IN - Perform Water Services Connections (Right-of-Way)	40	5d	19-May-15	35-May-15	24-Jun-16	30-Jun-16	302d	1d	\$0	0%	Lanzo ROW Water Services Crew	P1 17T IN - Perform Water Services Connections (Right-of-Way)		
A4010 P1 17T IN - Install / Restore Asphalt	5d	5d	19-May-15	25-May-15	24-Jun-16	30-Jun-16	265d	0d	\$0	0%	Lanzo Concrete Crew	P1 17T IN - Install / Restore Asphalt		
A4020 P1 17T IN - Install / Restore Sod	3d	3d	26-May-15	01-Jun-16	07-Jul-16	07-Jul-16	298d	0d	\$0	0%	General Asphalt	P1 17T IN - Install / Restore Sod		
A4040 P1 17T MS - Demobilization	3d	3d	02-Jun-15	08-Jun-15	06-Jul-16	14-Jul-16	298d	0d	\$0	0%	Lanzo Restoration Crew	P1 17T MS - Demobilization		
A4050 P1 18S IN - Perform Pipe Trenching	2500	2d	10-Apr-15	13-Apr-15	17-Apr-16	18-Apr-16	246d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	P1 18S IN - Perform Pipe Trenching		
A4050 P1 18S IN - Install Water Services (Private Property)	70	19d	10-Apr-15	25-May-15	24-Feb-16	18-Mar-16	226d	0d	\$0	0%	Lanzo Private Property Line Crew	P1 18S IN - Install Water Services (Private Property)		
A4100 P1 18S MS - Mobilization	2	2d	10-Apr-15	13-Apr-15	29-May-16	10-May-16	281d	7d	\$0	0%	Lanzo Tap/Connection Crew, TD	P1 18S MS - Mobilization		
A4100 P1 18S IN - Install 6" Water Main	1300	3d	20-Apr-15	22-Apr-15	30-May-16	10-May-16	226d	0d	\$0	0%	Lanzo Water Mainline Crew	P1 18S IN - Install 6" Water Main		

LANZO CONSTRUCTION COMPANY

LANZO CONSTRUCTION CO., FLORIDA

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TASK filter: All Activities

Actual Work

Remaining Work

Critical Remaining Work

↳ Milestone

In association with

Shenandoah B - Water Mains and Service Conversions

Activity Name	City	Orig Our	Early Start	Early Finish	Late Start	Late Finish	Contract	Total Pkts	Fresh Pkts	Budgeted Total Cost	Physical % Complete	Resources
P1-185 IN - Install 6" Water Main and Fire Hydrants	40	18	22-Apr-15	22-Apr-15	10-May-16	10-May-16	274d	0d	\$0	0%	Lanzo Fire Hydrant Crew	
P1-185 IN - Perform Trench Restoration	3d	3d	23-Apr-15	23-Apr-15	01-Jul-16	07-Jul-16	311d	27d	\$0	0%	Lanzo Restoration Crew	
P1-185 IN - Perform Pressure Testing	4d	4d	23-Apr-15	23-Apr-15	11-May-16	18-May-16	274d	0d	\$0	0%	Lanzo Test and Chlorination Crew	
P1-185 IN - Install Water Services (Right-of-Way)	7d	9d	25-Apr-15	25-Apr-15	11-May-16	30-May-16	275d	0d	\$0	0%	Lanzo ROW Water Service Crew	
P1-185 IN - Install Water Services (Private Property)	2d	2d	25-Apr-15	25-Apr-15	17-May-16	19-May-16	274d	3d	\$0	0%	Lanzo Test and Chlorination Crew	
P1-185 IN - Perform Water Services Connections (Private Property)	7d	8d	06-May-15	06-May-15	18-May-16	31-May-16	271d	0d	\$0	0%	Lanzo Private Property Line Crew	
P1-185 IN - Perform Sidewalk Restoration	3d	3d	12-May-15	12-May-15	01-Jun-16	07-Jun-16	295d	4d	\$0	0%	Lanzo Concrete Crew	
P1-185 IN - Perform Water Services Connections (Right-of-Way)	7d	9d	18-May-15	18-May-15	27-Jun-16	07-Jul-16	289d	5d	\$0	0%	Pig Services Group	
P1-185 IN - Perform Water Services Connections (Right-of-Way)	7d	9d	25-May-15	25-May-15	31-May-16	10-Jun-16	284d	0d	\$0	0%	Lanzo ROW Water Service Crew	
P1-185 IN - Install / Restore Curb	5d	5d	05-Jun-15	05-Jun-15	08-Jul-16	14-Jul-16	284d	0d	\$0	0%	Lanzo Concrete Crew	
P1-185 IN - Install / Restore Asphalt	5d	5d	15-Jun-15	15-Jun-15	15-Jun-16	21-Jun-16	284d	0d	\$0	0%	General Asphalt	
P1-185 IN - Install / Restore Sid	5d	5d	22-Jun-15	22-Jun-15	08-Sep-16	13-Sep-16	319d	0d	\$0	0%	Lanzo Restoration Crew	
P1-185 MS - Demolition	0d	0d	24-Jun-15	24-Jun-15	13-Sep-16	13-Sep-16	318d	13d	\$0	0%	Lanzo Restoration Crew	
WBS - 185 - 2015												
P1-195 IN - Perform Pipe Trenching	2400	3d	14-Apr-15	14-Apr-15	11-Apr-16	13-Apr-16	259d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	
P1-195 IN - Perform Water Taps and Connections	1	1d	14-Apr-15	14-Apr-15	23-May-16	23-May-16	286d	12d	\$0	0%	Lanzo Tap/Connection Crew, TD	
P1-195 MS - Mobilization	0d	0d	14-Apr-15	14-Apr-15	21-May-16	21-May-16	277d	0d	\$0	0%	Lanzo Water Mainline Crew	
P1-195 IN - Install 8" Water Main	2400	6d	23-Apr-15	23-Apr-15	16-May-16	23-May-16	277d	0d	\$0	0%	Lanzo Fire Hydrant Crew	
P1-195 IN - Perform Trench Restoration	8d	1d	27-Apr-15	27-Apr-15	23-Apr-16	23-May-16	280d	3d	\$0	0%	Lanzo Restoration Crew	
P1-195 IN - Perform Pressure Testing	5d	5d	01-May-15	01-May-15	09-Jun-16	14-Jun-16	310d	34d	\$0	0%	Lanzo Test and Chlorination Crew	
P1-195 IN - Perform Water Services (Private Property)	4d	4d	06-May-15	06-May-15	24-May-16	27-May-16	277d	0d	\$0	0%	Lanzo Private Property Line Crew	
P1-195 IN - Chlorinate Pipe Lines	7d	7d	06-May-15	06-May-15	30-May-16	31-May-16	277d	15d	\$0	0%	Lanzo Test and Chlorination Crew	
P1-195 IN - Perform Sidewalk Restoration	7d	7d	12-May-15	12-May-15	22-May-16	10-Jun-16	276d	0d	\$0	0%	Lanzo ROW Water Service Crew	
P1-195 IN - Perform Water Services Connections (Right-of-Way)	5d	5d	25-May-15	25-May-15	08-Jun-16	14-Jun-16	294d	4d	\$0	0%	Lanzo Concrete Crew	
P1-195 IN - Perform Water Services Connections (Private Property)	7d	8d	01-Jun-15	01-Jun-15	13-Jun-16	13-Jun-16	292d	0d	\$0	0%	Lanzo Private Property Line Crew	
P1-195 IN - Perform Water Services Connections (Right-of-Way)	7d	7d	08-Jun-15	08-Jun-15	15-Jun-16	23-Jun-16	295d	0d	\$0	0%	Lanzo ROW Water Service Crew	
P1-195 IN - Perform Water Services Connections (Right-of-Way)	7d	7d	12-Jun-15	12-Jun-15	04-Jul-16	14-Jul-16	276d	0d	\$0	0%	Pig Services Group	
P1-195 IN - Install / Restore Curb	5d	5d	25-Jun-15	25-Jun-15	15-Jul-16	21-Jul-16	276d	0d	\$0	0%	Lanzo Concrete Crew	
P1-195 IN - Install / Restore Asphalt	5d	5d	02-Jul-15	02-Jul-15	22-Jul-16	28-Jul-16	276d	0d	\$0	0%	General Asphalt	
P1-195 IN - Install / Restore Sid	5d	5d	09-Jul-15	09-Jul-15	09-Sep-16	13-Sep-16	306d	0d	\$0	0%	Lanzo Restoration Crew	
P1-195 MS - Demolition	0d	0d	13-Jul-15	13-Jul-15	13-Sep-16	13-Sep-16	306d	18d	\$0	0%	Lanzo Restoration Crew	
WBS - 195 - 2016												
P1-197 IN - Perform Pipe Trenching	2400	3d	17-Apr-15	17-Apr-15	05-May-16	05-May-16	274d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	
P1-197 IN - Perform Water Taps and Connections	1	1d	17-Apr-15	17-Apr-15	02-Jun-16	05-Jun-16	296d	15d	\$0	0%	Lanzo Tap/Connection Crew, TD	
P1-197 MS - Mobilization	0d	0d	17-Apr-15	17-Apr-15	14-Apr-16	14-Apr-16	258d	5d	\$0	0%	Lanzo Water Mainline Crew	
P1-197 IN - Install 8" Water Main	2400	6d	01-May-15	01-May-15	27-May-16	02-Jun-16	289d	0d	\$0	0%	Lanzo Fire Hydrant Crew	
P1-197 IN - Install 6" Water Main and Fire Hydrants	8d	1d	05-May-15	05-May-15	03-Jun-16	05-Jun-16	283d	3d	\$0	0%	Lanzo Restoration Crew	
P1-197 IN - Perform Trench Restoration	3d	3d	11-May-15	11-May-15	15-Jul-16	21-Jul-16	309d	46d	\$0	0%	Lanzo Test and Chlorination Crew	
P1-197 IN - Perform Pressure Testing	4d	4d	11-May-15	11-May-15	06-Jun-16	05-Jun-16	289d	0d	\$0	0%	Lanzo Test and Chlorination Crew	
P1-197 IN - Chlorinate Pipe Lines	2d	2d	15-May-15	15-May-15	10-Jun-16	15-Jun-16	280d	23d	\$0	0%	Lanzo ROW Water Service Crew	
P1-197 IN - Install Water Services (Private Property)	7d	8d	25-May-15	25-May-15	13-Jun-16	23-Jun-16	275d	0d	\$0	0%	Lanzo Private Property Line Crew	
P1-197 IN - Perform Sidewalk Restoration	7d	7d	01-Jun-15	01-Jun-15	14-Apr-16	09-Apr-16	296d	0d	\$0	0%	Lanzo Concrete Crew	
WBS - 197 - 2016												

LANZO CONSTRUCTION CO., FLORIDA

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TASK Filter: All Activities

Legend: Actual Work, Remaining Work, Critical Remaining Work, Milestone

LANZO CONSTRUCTION COMPANY

Delivering exceptional infrastructure solutions for tomorrow's communities

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Shenandoah County Water and Sewer Department
 125 Forest No. 06130VA-50004
 Shenandoah, VA 22851-9204

in association with: CBS CONSULTING

Shenandoah B - Water Mains and Service Conversions

Activity ID	Activity Name	City	Orig Dur	Early Start	Early Finish	Late Start	Late Finish	Critical	Total Float	Free Float	Budgeted Total Cost	Physical % Complete	Resources	2016	2018
A4520	P1 19T IN - Perform Water Services Connections (Right-of-Way)	70	9d	19-Jun-15	24-Jun-15	06-Jun-16	06-Jun-16		255d	0d	\$0	0%	Lanzo ROW Water Service Crew	Q1	Q2
A4520	P1 19T IN - Perform Water Services Connections (Private Pr)	70	9d	25-Jun-15	07-Jul-15	14-Jun-16	24-Jun-16		353d	0d	\$0	0%	Lanzo Private Property Line Crew	Q1	Q2
A4540	P1 19T IN - Perform Water Services Connections (Private Pr)	70	8d	08-Jun-15	20-Jun-15	11-Jun-16	21-Jun-16		263d	0d	\$0	0%	Pro Service Group	Q1	Q2
A4550	P1 19T IN - Install / Restore Curbing	70	8d	21-Jun-15	27-Jun-15	22-Jul-16	28-Jul-16		263d	0d	\$0	0%	Lanzo Concrete Crew	Q1	Q2
A4570	P1 19T IN - Install / Restore Asphalt	70	9d	26-Jun-15	03-Aug-15	23-Jul-16	04-Aug-16		263d	0d	\$0	0%	General Asphalt	Q1	Q2
A4580	P1 19T IN - Install / Restore Sod	70	9d	05-Aug-15	05-Aug-15	05-Sep-16	13-Sep-16		288d	0d	\$0	0%	Lanzo Restoration Crew	Q1	Q2
A4580	P1 19T IN - Demobilization	70	8d	05-Aug-15	05-Aug-15	05-Sep-16	13-Sep-16		288d	18d	\$0	0%	Lanzo Restoration Crew	Q1	Q2
A4600	P1 20T IN - Perform Pipe Trenching	2400	3d	22-Apr-15	22-Apr-15	18-May-16	18-May-16		289d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	Q1	Q2
A4600	P1 20T IN - Perform Water Taps and Connections	1	1d	22-Apr-15	22-Apr-15	18-May-16	18-May-16		289d	18d	\$0	0%	Lanzo Pipeline Trenching Crew	Q1	Q2
A4600	P1 20T MS - Mobilization	2400	1d	22-Apr-15	22-Apr-15	18-May-16	18-May-16		301d	18d	\$0	0%	Lanzo Pipeline Trenching Crew	Q1	Q2
A4640	P1 20T IN - Install 6" Water Main	2400	8d	11-May-15	18-May-15	09-Jun-16	15-Jun-16		274d	0d	\$0	0%	Lanzo Water Main Crew	Q1	Q2
A4650	P1 20T IN - Install 6" Water Main and Fire Hydrants	80	1d	13-May-15	13-May-15	16-Jun-16	16-Jun-16		286d	0d	\$0	0%	Lanzo Fire Hydrant Crew	Q1	Q2
A4670	P1 20T IN - Perform Trench Restoration	80	5d	15-May-15	25-May-15	22-Jun-16	28-Jun-16		304d	56d	\$0	0%	Lanzo Restoration Crew	Q1	Q2
A4680	P1 20T IN - Perform Pressure Testing	2d	2d	15-May-15	23-May-15	17-Jun-16	22-Jun-16		283d	0d	\$0	0%	Lanzo Test and Chlorination Crew	Q1	Q2
A4690	P1 20T IN - Chlorinate Pipe Lines	70	3d	25-May-15	28-May-15	23-Jun-16	24-Jun-16		283d	0d	\$0	0%	Lanzo Test and Chlorination Crew	Q1	Q2
A4690	P1 20T IN - Install Water Services (Right-of-Way)	70	3d	05-Jun-15	17-Jun-15	24-Jun-16	06-Jul-16		275d	0d	\$0	0%	Lanzo ROW Water Service Crew	Q1	Q2
A4690	P1 20T IN - Perform Sidewalk Restoration	70	5d	18-Jun-15	24-Jun-15	24-Jun-16	28-Jul-16		286d	4d	\$0	0%	Lanzo Concrete Crew	Q1	Q2
A4690	P1 20T IN - Install Water Services (Private Property)	70	13d	25-Jun-15	20-Jul-15	10-Aug-16	02-Jun-16		228d	0d	\$0	0%	Lanzo Private Property Line Crew	Q1	Q2
A4700	P1 20T IN - Perform Water Services Connections (Right-of-Way)	70	9d	02-Jul-15	14-Jul-15	07-Jul-16	19-Jul-16		265d	0d	\$0	0%	Lanzo ROW Water Service Crew	Q1	Q2
A4710	P1 20T IN - Perform Water Services Connections (Private Pr)	70	9d	21-Jul-15	31-Jul-15	27-Jun-16	07-Jul-16		244d	0d	\$0	0%	Pro Service Group	Q1	Q2
A4720	P1 20T IN - Perform Water Services Connections (Private Pr)	70	9d	02-Aug-15	13-Aug-15	19-Jul-16	28-Jul-16		260d	0d	\$0	0%	General Asphalt	Q1	Q2
A4730	P1 20T IN - Install / Restore Curbing	70	9d	14-Aug-15	20-Aug-15	23-Jul-16	04-Aug-16		250d	0d	\$0	0%	Lanzo Concrete Crew	Q1	Q2
A4740	P1 20T IN - Install / Restore Asphalt	70	9d	28-Aug-15	01-Sep-15	09-Sep-16	12-Sep-16		270d	0d	\$0	0%	Lanzo Restoration Crew	Q1	Q2
A4750	P1 20T MS - Demobilization	70	8d	01-Sep-15	01-Sep-15	13-Sep-16	13-Sep-16		270d	18d	\$0	0%	Lanzo Restoration Crew	Q1	Q2
A4780	P1 21S IN - Perform Pipe Trenching	2400	3d	27-Apr-15	23-Apr-15	20-Jun-16	22-Jun-16		309d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	Q1	Q2
A4810	P1 21S IN - Perform Water Taps and Connections	1	1d	27-Apr-15	27-Apr-15	23-Jun-16	25-Jun-16		307d	21d	\$0	0%	Lanzo Pipeline Trenching Crew	Q1	Q2
A4820	P1 21S MS - Mobilization	2400	6d	19-May-15	26-May-15	22-Jun-16	25-Jun-16		295d	0d	\$0	0%	Lanzo Pipeline Trenching Crew	Q1	Q2
A4830	P1 21S IN - Install 6" Water Main	2400	6d	21-May-15	21-May-15	25-Jun-16	25-Jun-16		296d	0d	\$0	0%	Lanzo Water Main Crew	Q1	Q2
A4850	P1 21S IN - Perform Water Services Connections (Private Pr)	50	1d	27-May-15	02-Jun-15	25-Jun-16	25-Jun-16		289d	3d	\$0	0%	Lanzo Fire Hydrant Crew	Q1	Q2
A4850	P1 21S IN - Perform Trench Restoration	4d	4d	27-May-15	01-Jun-15	30-Jun-16	05-Jul-16		307d	70d	\$0	0%	Lanzo Restoration Crew	Q1	Q2
A4870	P1 21S IN - Perform Pressure Testing	70	2d	02-Jun-15	03-Jun-15	05-Jul-16	07-Jul-16		286d	0d	\$0	0%	Lanzo Test and Chlorination Crew	Q1	Q2
A4870	P1 21S IN - Chlorinate Pipe Lines	70	9d	15-Jun-15	13-Aug-15	07-Jul-16	07-Jul-16		256d	0d	\$0	0%	Lanzo Test and Chlorination Crew	Q1	Q2
A4880	P1 21S IN - Perform Sidewalk Restoration	70	9d	01-Jul-15	07-Jul-15	29-Jul-16	04-Aug-16		282d	0d	\$0	0%	Lanzo Concrete Crew	Q1	Q2
A4880	P1 21S IN - Perform Water Services Connections (Right-of-Way)	70	18d	21-Jul-15	27-Jul-15	20-Aug-16	01-Aug-16		265d	0d	\$0	0%	Lanzo ROW Water Service Crew	Q1	Q2
A4880	P1 21S IN - Perform Water Services Connections (Private Property)	70	18d	15-Jul-15	27-Jul-15	20-Aug-16	01-Aug-16		269d	0d	\$0	0%	Lanzo Private Property Line Crew	Q1	Q2
A4890	P1 21S IN - Perform Water Services Connections (Private Pr)	70	9d	14-Aug-15	26-Aug-15	08-Jul-16	20-Jul-16		295d	0d	\$0	0%	Lanzo Private Property Line Crew	Q1	Q2
A4900	P1 21S IN - Perform Water Services Connections (Private Pr)	70	9d	27-Aug-15	08-Sep-15	25-Jul-16	04-Aug-16		271d	0d	\$0	0%	Pro Service Group	Q1	Q2
A4920	P1 21S IN - Install / Restore Curbing	70	9d	09-Sep-15	15-Sep-15	05-Aug-16	11-Aug-16		271d	0d	\$0	0%	Lanzo Concrete Crew	Q1	Q2
A4920	P1 21S IN - Install / Restore Asphalt	70	9d	18-Sep-15	22-Sep-15	12-Aug-16	19-Aug-16		271d	0d	\$0	0%	General Asphalt	Q1	Q2
A4930	P1 21S IN - Install / Restore Sod	3d	3d	23-Sep-15	23-Sep-15	05-Sep-16	13-Sep-16		252d	0d	\$0	0%	Lanzo Restoration Crew	Q1	Q2

LANZO CONSTRUCTION CO., FLORIDA

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TASK filter: All Activities

Legend: Actual Work, Remaining Work, Critical Remaining Work, Milestone

LANZO CONSTRUCTION COMPANY

Generating schedule information online for tomorrow's commitments

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LANZO CONSTRUCTION COMPANY

In association with CBS CONSTRUCTION

Sanandean B - Water Mains and Service Conversions

Activity Name	City	Orig Dur	Early Start	Early Finish	Late Start	Late Finish	Critical	Total Float	Free Float	Subtotal Cost	Physical % Complete	Resources	Q4	Q1	Q2	Q3	Q4	Q1	Q2		
WES - Phase 2	25045	594	30-Oct-15	20-Jan-16	14-Sep-16	28-Mar-17		3054	00	\$0	0%										
WES - Run Storm	2400	957	30-Oct-15	03-Nov-15	14-Sep-16	28-Mar-17		3324	00	\$0	0%										
A5430 P2 195 IN - Perform Pipe Trenching	70	90	30-Oct-15	11-Nov-15	28-Sep-16	06-Oct-16		2360	00	\$0	0%	Lanzo Pipeline Trenching Crew									
A5440 P2 195 IN - Install Water Services (Right-of-Way)	15	40	30-Oct-15	04-Nov-15	20-Sep-16	06-Oct-16		2360	00	\$0	0%	Lanzo ROW Water Service Crew									
A5450 P2 195 IN - Install Water Services (Private Property)	2	20	30-Oct-15	04-Nov-15	03-Oct-16	05-Oct-16		2410	00	\$0	0%	Lanzo Private Property Line Crew									
A5460 P2 195 IN - Perform Water Taps and Connections	2	20	30-Oct-15	04-Nov-15	27-Sep-16	28-Sep-16		2370	00	\$0	0%	Lanzo Tap/Connection Crew, TD									
A5470 P2 195 MS - Mobilization	2400	60	03-Oct-15	14-Sep-16	14-Sep-16	28-Mar-17		3280	00	\$0	0%										
A5480 P2 195 IN - Install 8" Water Main	20	10	03-Nov-15	10-Nov-15	18-Sep-16	28-Sep-16		2280	00	\$0	0%	Lanzo Water Maining Crew									
A5490 P2 195 IN - Install 8" Water Main and Fire Hydrants	20	10	03-Nov-15	10-Nov-15	28-Sep-16	28-Sep-16		2340	00	\$0	0%	Lanzo Fire Hydrant Crew									
A5500 P2 195 IN - Perform Trench Restoration	40	50	11-Nov-15	17-Nov-15	13-Oct-16	19-Oct-16		2410	00	\$0	0%	Lanzo Restoration Crew									
A5510 P2 195 IN - Perform Pressure Testing	40	50	11-Nov-15	16-Nov-15	28-Sep-16	04-Oct-16		2310	00	\$0	0%	Lanzo Test and Chlorination Crew									
A5520 P2 195 IN - Perform Sidewalk Restoration	20	30	12-Nov-15	18-Nov-15	13-Oct-16	19-Oct-16		2400	00	\$0	0%	Lanzo Concrete Crew									
A5530 P2 195 IN - Chlorinate Pipe Lines	70	90	12-Nov-15	18-Nov-15	05-Oct-16	06-Oct-16		2310	00	\$0	0%	Lanzo Test and Chlorination Crew									
A5540 P2 195 IN - Perform Water Services Connections (Right-of-Way)	15	40	19-Nov-15	01-Dec-15	07-Oct-16	19-Oct-16		2310	00	\$0	0%	Lanzo ROW Water Service Crew									
A5550 P2 195 IN - Perform Water Services Connections (Private Property)	15	40	19-Nov-15	30-Nov-15	14-Oct-16	19-Oct-16		2320	00	\$0	0%	Lanzo Private Property Line Crew									
A5560 P2 195 IN - Perform Water Services Connections	15	40	25-Nov-15	30-Nov-15	14-Oct-16	19-Oct-16		2320	00	\$0	0%	Lanzo Private Property Line Crew									
A5570 P2 195 IN - Install / Restore Curbing	50	50	02-Dec-15	03-Dec-15	20-Oct-16	25-Oct-16		3200	00	\$0	0%	Pro Services Group									
A5580 P2 195 IN - Install / Restore Asphalt	50	50	08-Dec-15	15-Dec-15	27-Oct-16	02-Nov-16		3210	00	\$0	0%	Lanzo Concrete Crew									
A5590 P2 195 MS - Install / Restore Sod	30	30	16-Dec-15	18-Dec-15	24-Mar-17	28-Mar-17		3220	00	\$0	0%	General Asphalt									
A5600 P2 195 MS - Demobilization	00	00	18-Dec-15	18-Dec-15	28-Mar-17	28-Mar-17		3220	00	\$0	0%	Lanzo Restoration Crew									
WES - Run Storm	2400	957	30-Oct-15	03-Nov-15	14-Sep-16	28-Mar-17		3324	00	\$0	0%										
A5610 P2 195 IN - Perform Pipe Trenching	70	90	04-Nov-15	05-Nov-15	22-Sep-16	28-Sep-16		2310	00	\$0	0%	Lanzo Pipeline Trenching Crew									
A5620 P2 195 IN - Install Water Services (Right-of-Way)	15	40	04-Nov-15	19-Nov-15	03-Oct-16	13-Oct-16		2360	00	\$0	0%	Lanzo ROW Water Service Crew									
A5630 P2 195 IN - Perform Water Taps and Connections	2	20	04-Nov-15	05-Nov-15	03-Oct-16	04-Oct-16		2360	00	\$0	0%	Lanzo Tap/Connection Crew, TD									
A5640 P2 195 MS - Mobilization	2400	60	04-Nov-15	10-Nov-15	22-Sep-16	28-Sep-16		3280	00	\$0	0%										
A5650 P2 195 IN - Perform Water Services (Private Property)	15	40	05-Nov-15	10-Nov-15	07-Oct-16	12-Oct-16		2410	00	\$0	0%	Lanzo Private Property Line Crew									
A5660 P2 195 IN - Install 8" Water Main	20	10	11-Nov-15	18-Nov-15	28-Sep-16	04-Oct-16		2280	00	\$0	0%	Lanzo Water Maining Crew									
A5670 P2 195 IN - Install 8" Water Main and Fire Hydrants	20	10	11-Nov-15	18-Nov-15	28-Sep-16	04-Oct-16		2340	00	\$0	0%	Lanzo Fire Hydrant Crew									
A5680 P2 195 IN - Perform Sidewalk Restoration	40	50	19-Nov-15	19-Nov-15	05-Oct-16	05-Oct-16		2330	00	\$0	0%	Lanzo Concrete Crew									
A5690 P2 195 IN - Perform Trench Restoration	50	50	19-Nov-15	25-Nov-15	20-Oct-16	29-Oct-16		2400	00	\$0	0%	Lanzo Restoration Crew									
A5700 P2 195 IN - Perform Pressure Testing	40	50	19-Nov-15	24-Nov-15	20-Oct-16	28-Oct-16		2400	00	\$0	0%	Lanzo Test and Chlorination Crew									
A5710 P2 195 IN - Chlorinate Pipe Lines	70	90	25-Nov-15	26-Nov-15	12-Oct-16	13-Oct-16		2300	00	\$0	0%	Lanzo Test and Chlorination Crew									
A5720 P2 195 IN - Perform Water Services Connections (Right-of-Way)	15	40	27-Nov-15	03-Dec-15	14-Oct-16	20-Oct-16		2300	00	\$0	0%	Lanzo ROW Water Service Crew									
A5730 P2 195 IN - Perform Water Services Connections (Private Property)	15	40	27-Nov-15	03-Dec-15	14-Oct-16	19-Oct-16		2300	00	\$0	0%	Lanzo Private Property Line Crew									
A5740 P2 195 IN - Perform Water Services Connections	15	40	03-Dec-15	03-Dec-15	21-Oct-16	28-Oct-16		2310	00	\$0	0%	Lanzo Private Property Line Crew									
A5750 P2 195 IN - Install / Restore Curbing	50	50	10-Dec-15	16-Dec-15	27-Oct-16	02-Nov-16		3200	00	\$0	0%	Pro Services Group									
A5760 P2 195 IN - Install / Restore Asphalt	50	50	17-Dec-15	23-Dec-15	03-Nov-16	09-Nov-16		3200	00	\$0	0%	Lanzo Concrete Crew									
A5770 P2 195 MS - Install / Restore Sod	30	30	24-Dec-15	29-Dec-15	24-Mar-17	28-Mar-17		3200	00	\$0	0%	General Asphalt									
A5780 P2 195 MS - Demobilization	00	00	28-Dec-15	28-Dec-15	28-Mar-17	28-Mar-17		3280	00	\$0	0%	Lanzo Restoration Crew									

LANZO CONSTRUCTION CO., FLORIDA

Page 7 of 12

TASK filter: All Activities

Actual Work
Remaining Work
Critical Remaining Work
Milestone



LANZO CONSTRUCTION COMPANY
In association with:


EXHIBIT B

THIS FORM MUST BE COMPLETED SCHEDULE OF INTENT AFFIDAVIT COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor Firm Lanzo Construction Co., FL Contact Person Michael R. Bone
 Address 125 SE 5th Ct Deerfield Beach FL 33441 Phone 954-979-0802 Fax 954-979-9897
 Project Name Water Mains and Service Conversions in the Shenandoah Area (Phase B) Project Number DB13-WASD-04
 CSBE Contract Measure 20 %

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
Prime Contractor Total Percentage: _____				

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No			
<u>PRO SERVICE GROUP INC</u>	<u>15551</u>	<u>2/28/17</u>			<u>INSTALLATION OF PIPES, WASTE SERVICES & REPAIR OF CONNECTION</u>	<u>10</u>	
Subcontractor Total Percentage: <u>10</u>							

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Michael R. Bone Prime Signature Michael R. Bone Prime Print Name 9/19/14 Date
Michael R. Bone Vice President Michael R. Bone Prime Print Title
Alvo Amodeo Subcontractor Signature Alvo Amodeo Subcontractor Print Name 9/19/14 Date
Alvo Amodeo President / Mgr. Alvo Amodeo Subcontractor Print Title

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

DBD 400 (Revised 06/10)

CSBE APPLICABLE FORMS

**THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM**

Name of Prime Contractor Firm Lanzo Construction Co., FL Contact Person Michael R. Bone
 Address 125 SE 5th Ct Deerfield Beach FL 33441 Phone 954-979-0802 Fax 954-979-9897
 Project Name Water Mains and Service Conversions in the Shenandoah Area (Phase B) Project Number DB13-WASD-04
 CSBE Contract Measure 20 %

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
Prime Contractor Total Percentage:				

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No			
<u>Robert Conkelt Design</u>	<u>1158</u>	<u>3/15</u>			<u>Passive Forward</u>	<u>2</u>	
Subcontractor Total Percentage:						<u>2</u>	

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Michael R. Bone Prime Print Name Michael R. Bone Vice President 9/19/14 Date
[Signature] Prime Signature [Signature] Prime Print Title

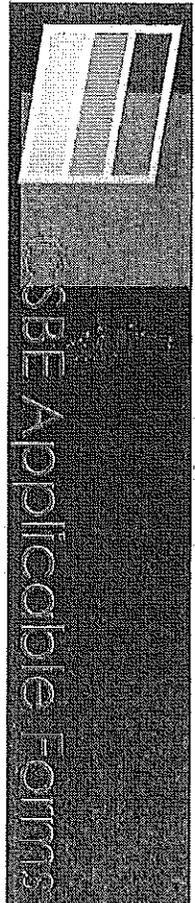
The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

[Signature] Subcontractor Signature Robert Spidman Subcontractor Print Name Director Subcontractor Print Title 9/19/14 Date

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

DBD 400 (Revised 06/10)



Letter of Agreement (LOA)
Community Business Enterprise Program



CBE Applicable Forms

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN/BUILDER

From: Lanzo Construction, Co. FL
Name of Prime Proposer/Design-Builder

In response to Miami Dade county's Project Number DB13-WASD-04, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignments (s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all of the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of proposed CBE-A/E Firm: CBS Consultants, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
CBS Consultants, Inc.	423	6/30/15	6.01, 16.00, 3.04, 9.02, 12.00, 17.00	45%

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Michael R. Bone Michael R. Bone, Vice President September 19, 2014
Proposer's/Design Builder Signature Proposer's/Design-Builder's name/Title (Print) Date

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Rudy M. Ortiz CBS Consultants, Inc., Rudy M. Ortiz, Presiden/CEO September 19, 2014
Lead A/E Firm Signature Lead A/E Firm Name/Title (Print) Date

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonable uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practices, and the ability to otherwise meet the proposal specifications.

Rudy M. Ortiz September 19, 2014
CBE Subconsultant Signature Date

Rudy M. Ortiz, PE, CGC President/CEO

CBE Subconsultant Name (Print) Title

CBS Consultants, Inc.
Name of CBE-A/E Firm

Department of Small Business Development

CBE Firm 105

EXHIBIT C

LANZO CONSTRUCTION

SCHEDULE OF VALUES: SHENANDOAH 'B'

ITEM #		QTY	U of M	UNIT \$	TOTAL \$
1.1	DESIGN	1	LS	\$ 962,000.00	\$ 962,000.00
1.2	MOBILIZATION	1	LS	\$ 825,700.00	\$ 825,700.00
1.3	CONSTRUCTION	1	LS	\$ 6,429,300.00	\$ 6,429,300.00
1.4	FINAL AS-BUILTS & PERMIT CLOSE OUT	1	LS	\$ 40,000.00	\$ 40,000.00
				TOTAL	\$ 8,257,000.00
1.1	DESIGN & PERMITTING				
1.1.1	30% DESIGN SUBMITTAL - PHASE 1	1	LS	\$ 145,250.00	\$ 145,250.00
1.1.2	30% DESIGN SUBMITTAL - PHASE 2	1	LS	\$ 72,625.00	\$ 72,625.00
1.1.3	30% DESIGN SUBMITTAL - PHASE 3	1	LS	\$ 72,625.00	\$ 72,625.00
1.1.4	60% DESIGN SUBMITTAL - PHASE 1	1	LS	\$ 145,250.00	\$ 145,250.00
1.1.5	60% DESIGN SUBMITTAL - PHASE 2	1	LS	\$ 72,625.00	\$ 72,625.00
1.1.6	60% DESING SUBMITTAL - PHASE 3	1	LS	\$ 72,625.00	\$ 72,625.00
1.1.7	FINAL DESIGN SUBMITTAL	1	LS	\$ 110,000.00	\$ 110,000.00
1.1.8	SUBMITTAL PACKAGE	1	LS	\$ 41,000.00	\$ 41,000.00
1.1.9	PREP FOR METER CONVERSIONS	1	LS	\$ 65,000.00	\$ 65,000.00
1.1.10	CONSTRUCTION SUPPORT	1	LS	\$ 76,000.00	\$ 76,000.00
1.1.11	GEOTECHNICAL SERVICES	1	LS	\$ 24,000.00	\$ 24,000.00
1.1.12	PUBLIC INFORMATION SERVICES	1	LS	\$ 65,000.00	\$ 65,000.00
				SUBTOTAL	\$ 962,000.00
1.2	MOBILIZATION				
1.2.1	MOBILIZATION	1	LS	\$ 825,700.00	
1.2.1a	MOBILIZATION (35%)	1	LS	\$ 288,995.00	\$ 288,995.00
1.2.1b	MOBILIZATION (35%)	1	LS	\$ 288,995.00	\$ 288,995.00
1.2.1c	MOBILIZATION (20%)	1	LS	\$ 165,140.00	\$ 165,140.00
1.2.1d	MOBILIZATION (10%)	1	LS	\$ 82,570.00	\$ 82,570.00
				SUBTOTAL	\$ 825,700.00
1.3	CONSTRUCTION				
1.3.1	F & I 8" DIP, FTGS & VALVES	45750	LF	\$ 46.00	\$ 2,104,500.00
1.3.2	F & I 6" DIP, VALVES & FH	1200	LF	\$ 187.00	\$ 224,400.00
1.3.3	WATER SERVICES	1170	EA	\$ 1,520.00	\$ 1,778,400.00
1.3.4	WATER SERVICE CONVERSIONS		EA	\$ 1,700.00	\$ -
1.3.4a	PASSING OF ROUGH PLUMBING INSP	664	EA	\$ 900.00	\$ 597,600.00
1.3.4b	PASSING OF FINAL PLUMBING INSP	664	EA	\$ 700.00	\$ 464,800.00

1.3.4c	HOMEOWNERS SATISFACTION/RELEASE	664	EA	\$ 100.00	\$ 66,400.00
1.3.5	TAPPING CONNECTIONS (8" TAP)	30	EA	\$ 5,000.00	\$ 150,000.00
1.3.6	IN LINE WM CONNECTIONS TO EX WM	10	EA	\$ 3,000.00	\$ 30,000.00
1.3.7	CLEANING & TESTING	1	LS	\$ 45,000.00	\$ 45,000.00
1.3.8	M.O.T.	1	LS	\$ 68,200.00	\$ 68,200.00
1.3.9	ASPHALT RESTORATION	1	LS	\$ 900,000.00	\$ 900,000.00

SUBTOTAL \$ 6,429,300.00

1.4 CLOSE OUT

1.4.1	FINAL AS-BUILTS & PERMIT CLOSE OUT	1	LS	\$ 40,000.00	\$ 40,000.00
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SUBTOTAL \$ 40,000.00

TOTAL \$ 8,257,000.00

EXHIBIT D

ORIGINAL

SURETY BID BOND

By this Bond, we Lanzo Construction Co., Florida, as Principal, whose principal business address is 125 SE 5th Court, Deerfield Beach, FL 33441, as respondent to the contract offering due September 19, 2014, for Miami-Dade County design-build services for Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area Contract No. 0B13-WASD-04 (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Liberty Mutual Insurance Company, a corporation, whose principal business address is 5600 New King Street, Suite 360, Troy, MI 48098 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Five Percent of Accompanying Bid (U.S. dollars) \$ 5% of Bid, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible Design-Builder, with the lowest adjusted bid, is found to be in the best interest of the County, and is recommended to the County Manager for contract award; and
2. The Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Design-Builder; and

Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Request for Design-Build Document. The required Insurance Certificates and Policies, as stated in the Request for Design-Build documents and Design-Build Agreement, shall be delivered within 14 calendar days of the Notice of Contract Award. A Performance and Payment Bond must be submitted no later than 14 calendar days after Contract Award. The Respondent further agrees that, in the event he withdraws his price proposal within 180 days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within the time frame stated above, the check or Bid Bond accompanying his submittal package, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid price proposal.

Any changes in or under the Design-Build Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CAROL ANN MCMANUS

License Number : A167145

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH
- 0220 - GENERAL LINES (PROP & CAS)
- 0218 - LIFE & HEALTH

Issue Date

- 08/01/1998
- 12/23/1997
- 08/01/1998

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Alwoner
Chief Financial Officer
State of Florida

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8811440

American Fire and Casualty Company
The Ohio Casualty Insurance Company

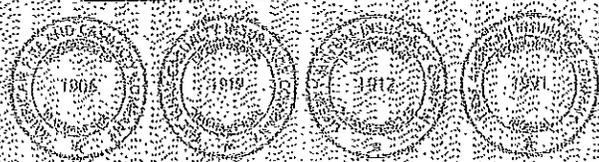
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Anne Barick; Holly Nichols; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; J. R. Giv

all of the city of Troy State of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of June, 2014.



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 16th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Public
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12: Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

J. Gregory W. Davenport, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of September, 2014.



By: J. Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Exhibit E



MIAMI-DADE COUNTY - INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 - Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

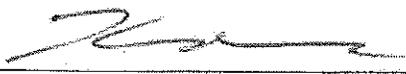
FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Lanzo Design Build Subcontracting Procedures:

- *Solicit Pre qualification Applications from Established Local Vendors
- *Vet Applications for Most Qualified Goods and Services Providers
- *Solicit Pricing from the Pre qualified Vendors Based on Their Trades
- *Meet and Discuss Scope of Services Priced to Identify the Best Fit
- *Issue Subcontracts to the Pre qualified Vendors with the Best Pricing to Perform the Work

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: 

Title: Asst Secretary Date: 12/10/14

Proposer's Name: Kevin Pawlowski

EXHIBIT "I"

CONFLICT OF INTEREST

AFFIDAVIT

I, _____, being first duly sworn, state:

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's project(s) related to: Design-Build Services for Replacement of Water Mains and Service Conversions in the Shenandoah Area -Phase B ("Project").
2. I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (WASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to WASD.
5. Neither I nor any of my immediate family (spouse, parents, and children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to WASD. I have acknowledged that WASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

Date

Name of Affiant

Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Notary Public

Print Name

Serial Number



Miami-Dade County
Internal Services Department
Affirmation of Vendor Affidavits

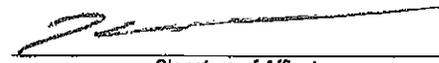
In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : DB13-WASD-04 Federal Employer Identification Number (FEIN): 59-2011933

Contract Title: Design Build Services Replacement of Water Mains and Service Conversion in the Shenandoah Area (Phase B)

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Kevin Pawlowski Asst Secretary 
Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Lanzo Construction Co., FL 12/15/14
Name of Firm Date

125 SE 5th Ct Deerfield Beach FL 33441
Address of Firm State Zip Code

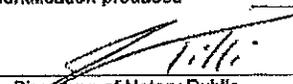
Notary Public Information

Notary Public -- State of Florida County of Broward

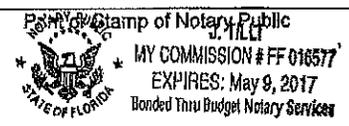
Subscribed and sworn to (or affirmed) before me this 15 day of, Dec 20 14

by Kevin Pawlowski He or she is personally known to me or has produced identification

Type of identification produced _____

 FF016577
Signature of Notary Public Serial Number

5/9/2017 _____
Expiration Date Notary Public Seal



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 Michael R. Bone 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: [Signature]
Signature of Affiant

May 9 20 14
Date

Michael R. Bone, Vice President
Printed Name of Affiant and Title

519-2101119331
Federal Employer Identification Number

Lanzo Construction Co., Florida
Printed Name of Firm

125 SE 5th Court, Deerfield Beach, Florida 33441
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 9th day of May, 20 14

He/She is personally known to me or has presented _____ as identification.
(Type of identification)

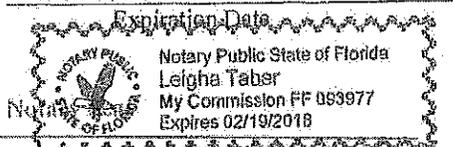
[Signature]
Signature of Notary

FF 093977
Serial Number

Leigha Taber
Print or Stamp Name of Notary

02/19/2018
Expiration Date

Notary Public - State of Florida



DEBARMENT DISCLOSURE AFFIDAVIT

Date: May 9, 2014

Project Name: D/B Services for Replacement of Water Mains and Service Conversion in the Shenandoah Area (Phase B)

State of Florida

County of Miami-Dade

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Michael R. Bone who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

Lanzo Construction Co., Florida

(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the proposer, located at 125 SE 5th Court, Deerfield Beach, Florida 33441

that said proposer, or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

Witness:

Signature

Witness:

Signature

Witness:

By:

Legal Name & Title

Michael R. Bone, Vice President

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of May, 20 14.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

by Michael R. Bone having the title of Vice President

with Lanzo Construction Co., Florida

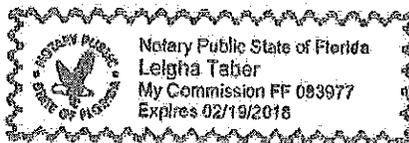
a Florida Corporation a partnership a joint venture
on behalf of corporation partnership joint venture

He/She is personally known to me, or
 has produced _____ as identification

Notary Signature:

Type or Print Name: Leigha Taber

Notary Seal:



CRIMINAL RECORD AFFIDAVIT

Date: May 9, 2014

Project Name: D/B Services for Replacement of Water Mains and Service Conversion in the Shenandoah Area (Phase B)

State of Florida

County of Miami-Dade

Before me, the undersigned authority, authority, authorized to administer oaths and take acknowledgements, personally appeared Michael R. Bone whom after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

Lanzo Construction Co., Florida
(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the bidder or proposer, located at 125 SE 5th Court, Deerfield Beach, Florida, 33441 and that said bidder or proposer, as of the date of this bid or proposal submission:

has not been convicted of a felony during the past ten (10) years, nor does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

has been convicted of a felony during the past ten (10) years, or does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Witness: [Signature]
Signature

Witness: [Signature]
Signature

Witness: [Signature]
Signature

By: [Signature]
Legal Name & Title
Michael R. Bone, Vice President

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of May, 2014.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Michael R. Bone having the title of Vice President
with Lanzo Construction Co., Florida

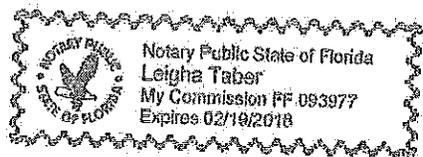
a Florida Corporation a partnership a joint venture
on behalf of corporation partnership joint venture

He/She is personally known to me, or
 has produced _____ as identification.

Notary Signature: [Signature]

Type or Print Name: Leigha Taber

Notary Seal:



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. DB13-WASD-04 for D/B Services for Replacement of Water Mains and Service Conversion in the Shenandoah Area (Phase B)

2. This sworn statement is submitted by Lanzo Construction Co., Florida whose (name of entity submitting sworn statement) business address is 125 SE 5th Court, Deerfield Beach, Florida, 33441 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2011933. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A)

3. My name is Michael R. Bone and my relationship with the entity named (please print name of individual signing) above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), "Florida Statutes" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), "Florida Statutes" means:
 1. A predecessor or successor of a person convicted of a public entity crime or;
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)


(Signature)

Date: May 9, 2014

SUBSCRIBED AND SWORN TO (or affirmed) before me on May 9, 2014 (Date)

by Michael R. Bone, He/She is personally known to me or has presented
(Affiant)

_____ as identification.

(Type of Identification)

Leigha Taber
(Signature of Notary)

FF 093977

(Serial Number)

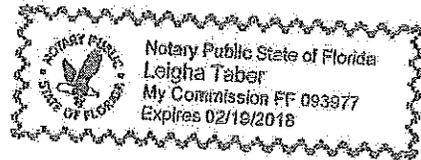
Leigha Taber
(Print or Stamp Name of Notary)

2/19/2018

(Expiration Date)

Notary Public Florida
(State)

Notary Seal:



ATTACHMENT
LITIGATION HISTORY FORM

(Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Tampa Electric Company v. Lanzo Const Co. FL</i>
Case Number	COCE08006520
Date Filed	04/29/2008
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$500 - \$2500
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Alexander V. Ray Email: aray@laurane.com Phone Number: 813-229-2121

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Const. Co. FL</i>
Case Number	COCE09010770
Date Filed	08/17/2009
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$5,000 - \$15,000
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Natalie Carratala Email: Natalie_ortega@hotmail.com Phone Number: 305-597-9950

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Tomica Hawkins, Lanzo Const Co. of FL, et al</i>
Case Number	CACB09010597
Date Filed	02/24/2009
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Joseph R. North Email: jrobertnorth@thenorthlawfirm.org Phone Number: 239-337-1191

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Rene Torres v. Lanzo Construction Co – Florida</i>
Case Number	CACE10001899
Date Filed	01/15/2010
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone Number:

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Construction Co. FL</i>
Case Number	COCE10016060
Date Filed	10/18/2010
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$5,000 - \$15,000
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Natalie Carratala Email: Natalie_ortega@hotmail.com Phone Number: 305-597-9950

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Glen R. Ebersbach v. Lanzo Construction Co. Florida</i>
Case Number	CACE10027523
Date Filed	07/02/2010
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Robert C. Rogers, Jr. Email: brogers@bohannonrogers.com Phone Number: 954-523-2800

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Jesse Anderson v. Lanzo Construction Co. FL</i>
Case Number	CACE10035498
Date Filed	08/31/2010
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence – Construction Defect
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Kenneth D. Cooper Email: kcooper543@aol.com Phone Number: 954-522-7177

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Corine Walters v. Lanzo Construction Co. FL, et al.</i>
Case Number	CACE10045148
Date Filed	08/17/2009
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	Project: 4596 NW 41 Court, Broward County
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Jeffrey Adam Nussbaum Email: jnussbaum@jnussbaum.com Phone Number: 954-463-5330

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Candia Pierre v. Lanzo Construction Co. Florida</i>
Case Number	CACE10048646
Date Filed	12/28/2010
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence
Brief description of the Subject Matter and Project Involved	Project: 4586 NW 41 st Court, Broward County
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Jeffrey Adam Nussbaum Email: jnussbaum@jnussbaumpa.com Phone Number: 954-463-5330

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications, Inc. d/b/a AT&T Florida v. Lanzo Construction Co. FL</i>
Case Number	COCE11001133
Date Filed	01/19/2011
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$500 - \$2,500
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Natalie Carratala Email: Natalie_ortega@hotmail.com Phone Number: 305-597-9950

ATTACHMENT
LITIGATION HISTORY FORM

(Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Construction Co. FL</i>
Case Number	COCE11010538
Date Filed	06/09/2011
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$500 - \$2,500
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Natalie Carratala Email: Natalie_ortega@hotmail.com Phone Number: 305-597-9950

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Construction Co. FL</i>
Case Number	COCE11010540
Date Filed	06/09/2011
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$500 - \$2,500
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Christopher J. Schuster Email: cschuster@dldlawyers.com Phone Number: 954-229-9951

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input checked="" type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	<i>Lanzo Construction Co., FL v. Colson Construction Corp.</i>
Case Number	COCE11010540
Date Filed	06/09/2011
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	Project: Coral Springs Improvement District WTP & WWT Facility Project #: 356276/260923
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Jennifer M. Spiegel Colson Email: jcolson@jennifersolsonpa.com Phone Number: 954-784-2290

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Hanson Pressure Pipe, Inc. v. Lanzo Const. Co., FL</i>
Case Number	CACE11017433
Date Filed	07/27/2011
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contact and Indebtedness
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Steve E Moody Email: smoody@moodyjones.com Phone Number: 954-473-6605 x 2021

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Oceanside Masonry, Inc. v. Lanzo Construction Co., FL, et al.</i>
Case Number	CACE11023189
Date Filed	09/28/2011
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	Coral Springs Water Treatment Plant
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Bradley R. Weiss Email: brad@bmwlawyers.net Phone Number: 954-323-1023

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Construction Co. FL</i>
Case Number	COCE11010538
Date Filed	06/09/2011
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$500 - \$2,500
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Christopher J. Schuster Email: cschuster@dldlawyers.com Phone Number: 954-229-9951

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Construction Co. FL</i>
Case Number	COCE12003454
Date Filed	02/15/2012
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$500 - \$2,500
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Christopher J. Schuster Email: eschuster@dldlawyers.com Phone Number: 954-229-9951

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Construction Co. FL</i>
Case Number	COCE12008579
Date Filed	04/30/2012
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$5,000 - \$15,000
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Christopher J. Schuster Email: cschuster@dldlawyers.com Phone Number: 954-229-9951

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Claudia Krysiak v. Lanzo Construction Co., Florida, et al.</i>
Case Number	CACE12018278
Date Filed	06/28/2012
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Auto Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Kenneth J. Kavanaugh Email: kennethkavanaugh@yahoo.com Phone Number: 954-612-1863

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Mark V. David v. Lanzo Construction Co., Fla., et al.</i>
Case Number	CACE12007440
Date Filed	03/15/2012
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Auto Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Anthony Merendino Email: amerendino@ls-law.com Phone Number: 561-893-9088

ATTACHMENT
LITIGATION HISTORY FORM

(Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Michael Jurkic v. Lanzo Construction Co.</i>
Case Number	CACE13002993
Date Filed	02/04/2013
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Louis H. Gavin Email: lougavin@att.net Phone Number: 954-424-8674

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>BellSouth Telecommunications d/b/a AT&T FL v. Lanzo Construction Co. FL</i>
Case Number	COCE13003775
Date Filed	02/22/2013
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Damages >\$5,000 - \$15,000
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Christopher J. Schuster Email: cschuster@dldlawyers.com Phone Number: 954-229-9951

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Deborah R. Williams v. Lanzo Construction Co. Florida, et al.</i>
Case Number	CACE13005473
Date Filed	02/28/2013
Name of Court or other tribunal	17 th Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence – Premises Liability Residential
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Robert C. Rogers, Jr. Email: brogers@bohannonrogers.com Phone Number: 954-523-2800

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input checked="" type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	<i>Community Asphalt Corp. v. Lanzo Construction Co., Florida</i>
Case Number	2009-23118-CA-01
Date Filed	03/23/2009
Name of Court or other tribunal	11 th Judicial Circuit, Miami-Dade County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed, <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone Number:

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Horacio Oliveira v. Lanzo Construction Co. Fla., et al.</i>
Case Number	2012-44033-CA-01
Date Filed	11/08/2012
Name of Court or other tribunal	11 th Judicial Circuit, Miami-Dade County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone Number:

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input checked="" type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	<i>John Guarino v. Lanzo Construction Company</i>
Case Number	2013-3253-SP-25
Date Filed	02/11/2013
Name of Court or other tribunal	11 th Judicial Circuit, Miami-Dade County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone Number:

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input checked="" type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	<i>BellSouth Telecommunications, LLC v. Lanzo Construction Co. Fl</i>
Case Number	2013-6603-SP-05
Date Filed	04/09/2013
Name of Court or other tribunal	11 th Judicial Circuit, Miami-Dade County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Christopher J. Schuster Email: cschuster@dldlawyers.com Phone Number: 954-229-9951

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input checked="" type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	<i>Florida Power & Light Company v. Lanzo Construction Co. Fla.</i>
Case Number	2013-16403-CA-01
Date Filed	05/07/2013
Name of Court or other tribunal	11 th Judicial Circuit, Miami-Dade County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Negligence
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone Number:

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Marco Vasquez v. Lanzo Construction</i>
Case Number	13-010515LAR
Date Filed	05/08/2013
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Bradley S. Douglas Email: bdouglas@bdouglaslaw.com Phone Number: 954-654-7800

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Jose Ulloa v. Lanzo Construction Co.</i>
Case Number	11-027963NSW
Date Filed	12/06/2011
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Rodrigo Saavedra Email: rsaavedra@rsaavedralaw.com Phone Number: 954-564-0503

UNIVERSITY OF MIAMI

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Neville Thompson v. Lanzo Construction</i>
Case Number	11-020901GBH
Date Filed	09/06/2011
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Adam Baron Email: adambaronesq@aol.com Phone Number: 305-770-2131

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Anibal Garcia v. Lanzo Construction</i>
Case Number	10-024643DAL
Date Filed	10/20/2010
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Raul C. De La Heria Email: raul@delaheria.com Phone Number: 305-858-2808

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Rogelio Lizarraga v. Lanzo Construction Co.</i>
Case Number	09-032375AMK
Date Filed	12/22/2009
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Salvatore J. Sicuso Email: sal@sicusolaw.com Phone Number: 305-529-2355

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Eric Dale Czerniejewski v. Lanzo Construction Co.</i>
Case Number	08-023745SLR
Date Filed	09/05/2008
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Christian G. Payer Email: chris@payerlawgroup.com Phone Number: 407-650-2066

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Henry Vasquez v. Lanzo Construction Company</i>
Case Number	08-010661KSP
Date Filed	04/18/2008
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Bradley S. Douglas Email: bdouglas@bdouglaslaw.com Phone Number: 954-654-7800

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Hinry Vasquez v. Lanzo Construction Company</i>
Case Number	08-003378KSP
Date Filed	02/05/2008
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone Number:

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Anthony Hobbs v. Lanzo Construction Company</i>
Case Number	08-00956MAD
Date Filed	01/15/2008
Name of Court or other tribunal	Office of the Judges Compensation Claims, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Accident
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: George Z. Goldberg Email: ggoldberg@goldbergdohan.com Phone Number: 954-318-2888

LITIGATION HISTORY FORM

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Central States Southwest Areas Pension Fund, et al. v. Lanzo Construction Co., Florida, et al.</i>
Case Number	1:2008-CV-01852
Date Filed	04/01/2008
Name of Court or other tribunal	U.S. District Court, Northern District of Illinois
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	29:1001 ERISA: Employee Retirement
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input type="checkbox"/> Settled <input checked="" type="checkbox"/> Dismissed <input checked="" type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: John J. Franczyk, Jr. Email: * jfranczyk@centralstates.org Phone Number: 847-518-9800

ATTACHMENT
LITIGATION HISTORY FORM
 (Last five (5) years)

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Hartford Casualty Insurance Company v. Lanzo Construction Co., Florida</i>
Case Number	0:12-CV-61934-JEM
Date Filed	10/02/2012
Name of Court or other tribunal	U.S. District Court, Southern District of Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	28:1332 Diversity – Other Contract
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Alberta L. Adams Campbell Email: aadams@mpdlegal.com Phone Number: 813-229-3500

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : DB13-WASD-04 Federal Employer Identification Number (FEIN): 59-2011933
 Contract Title: D/B Services for Replacement of Water Mains and Service Conversion in the Shenandoah Area (Phase B)

Michael R. Bone Vice President [Signature]
 Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Lanzo Construction Co., Florida May 9, 2014
 Name of Firm Date
125 SE 5th Court Deerfield Beach Florida 33441
 Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 9 day of May 2014

by Michael R. Bone He or she is personally known to me or has produced identification

Type of identification produced _____

[Signature]
 Signature of Notary Public
Leigha Taber
 Print or Stamp of Notary Public

02/19/2018
 Expiration Date

