Memorandum

MIAMI-DADE COUNTY

Date: May 5, 2015

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

Agenda Item No. 8(O)(2)

From: Carlos A. Gimenez Mayor

Consent Decree

Subject: Resolution approving a contract award recommendation to Insituform Technologies, LLC for a Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding construction Contract No. S-866 to Insituform Technologies, LLC for a project entitled "Two-Year Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option-to-Renew for an Additional Two Years on a Yearly Basis" pursuant to Section 2-8.1 of the Miami-Dade County Code. The total compensation amount is not to exceed $12,200,100 over a four-year project period. This contract is structured with a two-year initial term in the amount of $6,100,050, and two one-year options-to-renew, each in the amount of $3,050,025. Unless the options-to-renew are exercised the contract will terminate upon the expiration of the two-year initial term or depletion of the $6,100,050, whichever occurs first. This recommendation to award was prepared by the Miami-Dade Water and Sewer Department (WASD).

Section 2-8.2.12 of the Code Miami-Dade County (i.e. Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Accelerate Ordinance) allows for the accelerated processing of Consent Decree Projects; however, this project was advertised prior to the ordinance being incorporated into the Miami-Dade Code. Therefore, Board approval of this construction contract is required.

DELEGATION OF AUTHORITY

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract.

SCOPE

PROJECT NAME: Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option-to-Renew for an Additional Two Years on a Yearly Basis

PROJECT NO: N/A

CONTRACT NO: S-866

PROJECT DESCRIPTION: The cured-in-place pipe lining rehabilitation method will be used for this project and work will be issued under different work orders at different locations within the limits of Miami-Dade County, Florida, as ordered by WASD during a two-

year period.

This project consists of furnishing all labor, materials and equipment necessary to rehabilitate approximately 130,630 linear feet of faulty 8-inch through 36-inch diameter gravity sanitary sewers, and 6-inch diameter service laterals in both industrial and non-industrial areas. The work also includes reinstating approximately 1,400 service laterals, including sealing the lateral connections; cleaning and video inspections with closed circuit television; supplementary cleaning of the sewers, and removal and proper disposal of solids as required; by-pass pumping of sewage; maintenance of traffic; and all other appurtenant and miscellaneous items and work for a completed project. The work shall be accomplished through sanitary sewer manholes, without disturbing the street surface or adjacent property or any utility, except when performing excavated point repairs of sewers.

PROJECT LOCATION: Countywide

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE
#77288	Various Transmission and Collection Lines	30	$6,100,050

PRIMARY COMMISSION DISTRICT: Various

APPROVAL PATH: Board of County Commissioners — Section 2-8.1 of the Miami-Dade County Code

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

REVIEW COMMITTEE: **MEETING DATE:** 01/17/2014 **SIGNOFF DATE:** 02/03/2014

RESUBMIT DATE: 05/13/2014 **RESUBMIT DATE:** 05/13/2014

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CSBE	0.00%	$0	An analysis of the trades required for this project, as well as an analysis of the availability of CSBE's revealed insufficient availability.
CWP	0.00%	$0	Not applicable. This project is work driven.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes The minimum qualifications exceed the legal requirements (the licensing requirements) for the work to be done properly according to industry standards. The small business community will not be impacted as there are no firms available that can perform this type of specialized work.
PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	One of the following licenses is required: State General Contractor, General Engineering Contractor, and/or other category as applicable to Chapter 489 of the Florida Statutes or Chapter 10 of the Miami-Dade County Code. Each bidder submitted proof that their firm has been successfully engaged in (on a regular basis) with the installation of the proposed liner product for a minimum of one year, and has performed repairs of 8-inch through 36-inch (or larger) diameter sewer gravity lines in an aggregate amount of at least 100,000 linear feet in sub-aqueous conditions. Each bidder submitted proof that the liner product installed has a documented minimum amount of 500,000 linear feet of any pipe diameter for a successful wastewater installation in the United States. These eligibility requirements were based on projects completed prior to the bid submission date. WASD confirmed the listed project experience by calling the owners or representatives. If the project experience submitted was not satisfactory to the Engineer, whose decision is final, the bid was considered to be not responsible.
SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	BDL Services, Inc.; Proline Vactor Services, Inc.; UIT, LLC; LMK Pipe Renewal, LLC.

FISCAL IMPACT / FUNDING SOURCE

FUNDING SOURCES:	SOURCE	PROJECT NUM	SITE #
	Wastewater Connection Charges	968150	#77288
	Wastewater Renewal Fund	968150	#77288
	WASD Revenue Bonds Sold	968150	#77288
	Future WASD Revenue Bonds	968150	#77288

MAINTENANCE COST IMPACT / FUNDING:	Future annual maintenance and repair costs of $122,000 from the Operating and Maintenance budget to routinely maintain and repair sewer pipelines on an as needed basis.
LIFE EXPECTANCY OF ASSET:	40 years
PTP FUNDING:	No

GOB FUNDING:	No	
ARRA FUNDING:	No	
CAPITAL BUDGET PROJECT:	**CAPITAL BUDGET PROJECT # - DESCRIPTION** 968150- WASTEWATER COLLECTION AND TRANSMISSION LINES – CONSENT Book Page: 124, Volume #3 Funding Year: Adopted Capital Budget Book for FY 2014-15 and Prior Years' Funds	**AWARD ESTIMATE** $6,100,050
BID PACKAGES ISSUED:	18	
BIDS RECEIVED:	6	
ESTIMATED ORIGINALCONTRACT PERIOD:	730 Consecutive Calendar Days	
TOTAL CONTRACT PERIOD:	1460 Days	(Includes the two one-year options-to-renew, each option with an additional 365 days)
CONTINGENCY PERIOD:	73 Days	(73 days for the initial contract period and 37 days for each option-to-renew)
IG FEE INCLUDED IN BASE CONTRACT:	Yes	
ART IN PUBLIC PLACES:	No	
BASE ESTIMATE:	$5,275,500	For the initial two-year contract term
BASE CONTRACT AMOUNT:	$5,275,500	

OPTION TO EXTEND:	**AMOUNT:**	**DAYS:**	**EXTENSION COMMENT:**
	$6,100,050	730	The Mayor or Mayor's designee has authority to exercise two (2) options-to-renew on a yearly basis with the same unit prices used in the original contract. Each renewal option is for a one-year period in the amount of $3,050,025 for a possible total amount of $6,100,050, should each option-to-renew be exercised.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Infrastructure	10%	$527,550	For the initial two-year contract term
PERMIT FEES :	$43,000	0.80%	For the initial two-year contract term	
FOR PROVIDING UNIFORMED, OFF-DUTY POLICE OFFICERS FOR THE PURPOSE OF MAINTENANCE OF TRAFFIC :	$100,000	1.90%	For the initial two-year contract term	
FOR CLEANING AND PRE-VIDEO INSPECTION PAYMENT FOR CANCELED REPAIRS :	$4,000	0.10%	For the initial two-year contract term	
FOR CIP REPAIRS IN EXCESS OF QUANTITIES IN 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10 & 1.11 :	$150,000	2.80%	For the initial two-year contract term	
TOTAL DEDICATED ALLOWANCE:	$297,000			
TOTAL AMOUNT:	$12,200,100			

SEA LEVEL RISE (ORD. 14-79): The impact of sea level rise has been considered.

TRACK RECORD / MONITOR

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: On July 10, 2014, an advertisement for sealed bids was publicized for this project. On September 25, 2014, WASD received six bids. The lowest and second lowest bids were 7.2% and 3.3% below the Engineer's base estimate, respectively. The third bid was 2% higher than the Engineer's base estimate.

The lowest bidder did not meet the minimum qualifications and was determined to be not responsible. WASD's recommendation is to award this construction contract to the second lowest bidder, Insituform Technologies, LLC, who was deemed to be the lowest responsive, responsible bidder.

	The Internal Services Department's Capital Improvements Information System database contains three interim evaluations and one close-out evaluation for Insituform Technologies, LLC for WASD Project No. S-800, a cured-in-place pipe lining project. The evaluation at project closeout was indicative of above satisfactory performance as a rating of 3.5 points was given out of a possible 4.0 points. 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 reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the contractors responsibility. This information is being provided pursuant to Resolution R-187-12.
BID OPEN DATE:	09/25/2014
BID BOND EXPIRES:	06/07//2015
BID VALID UNTIL:	06/07/2015
ESTIMATED NOTICE TO PROCEED:	06/01/2015
PRIME CONTRACTOR:	INSITUFORM TECHNOLOGIES, LLC
COMPANY PRINCIPAL:	Diana Partridge
COMPANY QUALIFIERS:	Richard Taylor Howton
COMPANY EMAIL ADDRESS:	dpartridge@insituform.com
COMPANY STREET ADDRESS:	17988 Edison Avenue
COMPANY CITY-STATE-ZIP:	Chesterfield, MO 63005
YEARS IN BUSINESS:	34 years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	According to the Small Business Development's Firm History Report, Insituform Technologies, LLC has been awarded two on-going contracts with the County. They have a total value of $7,083,018 and no associated change orders to-date.
STANDARD PAYMENT AND PERFORMANCE BOND:	Yes

APPLICABLE WAGES: (R-54-10)	Yes		
MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Isaac Smith	(786) 268-5196	ISMIT01@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Dalia Abrahante	(786) 229-0597	DAABR01@miamidade.gov

BACKGROUND:

In 1996, the Volume Sewer Customer Ordinance was adopted by the Board to comply with the requirements of the first Consent Decree issued to the County in 1994 resulting from operational violations of the County's wastewater system. Among the requirements of the first Consent Decree was the evaluation, inspection and repair of gravity wastewater pipelines. The objective was to minimize the number of leaks that infiltrate into wastewater pipelines which cause operational inefficiencies and wastewater flows that exfiltrate and seep into the ground. This mandate was superseded by the County's current Consent Decree, which was approved by the U.S. District Court for the Southern District of Florida on April 9, 2014 in Case No. 1:12-cv-24400-FAM. Under the current Consent Decree, the repair and rehabilitation of the County's wastewater gravity lines continues to be a regulatory priority.

The scope of work in this County-wide contract will allow the County to comply with the regulatory requirements dictated in the County's current Consent Decree.

Signature Page
for
"Two-Year Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option-to-Renew for an Additional Two Years on a Yearly Basis"
Contract No: S-866

BUDGET APPROVAL FUNDS AVAILABLE:

Jennifer Moon
OMB DIRECTOR

3/20/15
DATE

APPROVED AS TO LEGAL SUFFICIENCY:

Sarah E. Davis
COUNTY ATTORNEY

3/5/15
DATE

Jack Osterholt
DEPUTY MAYOR

DATE

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING MEDTHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

Received Date: 01/17/2014

Project/Contract No: S-866

Funding Source: WASD REVENUE BONDS SOLD

Resubmittal Date(s):

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $5,550,900.00

Description of Project/Bid: The project consists of furnishing all labor, materials and equipment necessary to repair approximately 130,630 linear feet of faulty 8 through 36 inch diameter gravity sanitary sewers in both industrial and non-industrial areas by the cured-in-place pipe lining method under different work orders at different locations anywhere within the limits of Miami-Dade County, Florida, as ordered by WASD during a two year period. The work includes supplementary cleaning of the affected exising gravity sanitary sewers, isolating the reach to be repaired, inspecting it with closed-circuit television (CCTV), then installing a cured-in-place pipe liner and reinspecting the reach with CCTV. In general, the work will be accomplished through the existing sewer manholes, without disturbing the street surface

Contract Measure Recommendation

Measure	Program	Goal Percent
No Measure	CSBE	
Workforce Goal	CWP	

Reason for Recommendation

An analysis of the trade required for this contract, as well as an analysis of the availability of CSBEs revealed insufficient availability. Verification of Availability to Bid Letters were sent to CSBE certified firms - 3 firms responded. However; none of them were able to meet the project's requirements. This is primarily a single trade contract with special requirements for inspections with closed-circuit television (CCTV).
CWP Work Order Driven

Trade Category: 237110-Water And Sewer Line And Related Structures Construction

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Water and Sewer Line and Related Structures Construction	CSBE			366
		Total		

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [X] NO [ ]

Responsible Wages: YES [X] NO [ ] **Building:** YES [ ] NO [X]

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.

DBDR0099 v.20180116

Small Business Development Division

Project Worksheet

Project/Contract Title: TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

Received Date: 05/13/2014

Project/Contract No: S-866 (RE-SUBMITTAL)

Funding Source: WASD REVENUE BONDS SOLD

Resubmittal Date(s):

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $6,100,050.00

Description of Project/Bid: Furnishing all labor, materials & equipment necessary to repair approximately 130,630 linear feet of faulty 8 through 36 inch diameter gravity sanitary sewers by the cured-in-place pipe lining method under different work orders at different locations anywhere within Miami-Dade County, Florida, as ordered by WASD for a 2 year period - supplementary cleaning of affected existing gravity sanitary sewers, isolating the reach to be repaired, inspecting it with closed-circuit television (CCTV), installing a cured-in-place pipe liner & reinspecting the reach with CCTV. Also lining, reinstatement & sealing of service laters. Work to be accomplished through existing sewer manholes, without disturbing street surface, adjacent property, or any utility.

Contract Measure Recommendation

Measure	Program	Goal Percent
No Measure	CSBE	
Workforce Goal	**CWP**	

Reason for Recommendation

This is a Resubmittal from 1/17/2014. The only change was an increase (1,400) in the amount of service laterals that were added to the original scope, which consequently increased the estimated cost. As a result of the Verification of Availability to Bid process - 3 firms responded. However, none of them were able to meet the project's requirements. This is primarily a single trade contract with special requirements for inspections with closed circuit television (CCTV).
CWP Work Order Driven

Trade Category: 237110-Water And Sewer Line And Related Structures Construction

Small Business Goal(s) Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Water and Sewer Line and Related Structures Construction	CSBE			0
		Total		

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [X] NO [ ]

Responsible Wages: YES [X] NO [ ] **Building:** YES [ ] NO [X]

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.

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

Received Date: 05/13/2014

Project/Contract No: S-866 (RE-SUBMITTAL)

Funding Source: WASD REVENUE BONDS SOLD

Resubmittal Date(s):

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $6,100,050.00

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: 5/20/14

MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

From: 12/10/2009 **To:** 12/10/2014

FIRM NAME: INSITUFORM TECHNOLOGIES, LLC
11511 Philips Highway South
Jacksonville, FL 32256

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
P0130 (7360)	1	WS	NO MEASURE	05/19/2014	$3,709,775.50
ONE-YEAR COUNTYWIDE CONTRACTS FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD					
					$3,709,775.50
P0145 (7360)	1	WS	NO MEASURE	11/24/2014	$3,373,242.46
ONE-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD FOR PSIP PROJECTS					
					$3,373,242.46

Total Award Amount	**$7,083,017.96**
Total Change Orders Approved by BCC	**$0.00**
	$7,083,017.96

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Insituform Technologies, LLC FEIN # 13-3032158

Project/Contract Number Two-Year Countywide Contract for Rehabilitation of Sanitary Sewer by the Cured-In-Place Pipe Lining Method with County Option to Renew Additional Two Years on a Yearly Basis, Contract No. S-866

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	
BDL Services, Inc.		Lateral Rehabilitation	2		2							12			1	11				
2424 Tyler Street																				
Kenner, LA 70062																				

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Diane Partridge — Signature of Bidder/Respondent

Diane Partridge — Print Name

Contracting and Attesting Officer — Print Title

12/1/14 — Date

SUB 100 Rev. 6/12

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ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent: Insituform Technologies, LLC

Project/Contract Number: CONTRACT NO. S-866 FEIN # 13-3032158

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

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Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Proline Vactor Services, Inc.	Todd Blum	Cleaning, televising, grouting	X		X						16	2	6	8	4			
P.O. Box 541149																		
Lake Worth, FL 33454																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

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I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Diane Partridge
Signature of Bidder/Respondent

Diane Partridge
Print Name

Contracting and Attesting Officer
Print Title

12/1/14
Date

SUB 100 Rev. 6/12

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent Insituform Technologies, LLC FEIN # 13-3032158

Project/Contract Number CONTRACT NO. S-866

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

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			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
LMK Pipe Renewal, LLC	LARRY W. KEEST, JR.	Lateral rehabilitation	X		X				X		22	2	8	3	8			5
1131 N.W. 65th Street	JOHN REINHART		X						X	X								
Ft. Lauderdale, FL 33309																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Diane Partridge — Signature of Bidder/Respondent

Diane Partridge — Print Name

Contracting and Attesting Officer — Print Title

12/1/14 — Date

SUB 100 Rev. 6/12

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS
CONTRACT NO. S-866, PCTS NO. 13205

ESTIMATE: $6,100,050

TABULATION OF BIDS — Bid Date: September 25, 2014

Item No.	Description	Estimated Quant.	BIDDERS: Hinterland Group, Inc.* 5401 N. Haverhill Rd. Unit 114 West Palm Beach, FL 33407 — * Determined - Not Responsible		Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005		Rio-Man Construction, Inc. 3100 SW 15 Street Deerfield Beach, FL 33442	
			Unit	Total	Unit	Total	Unit	Total
	ITEM NO. 1 CURED-IN-PLACE PIPE LINING							
1.01	Cured-in-place 8-inch diameter pipe lining up to 24 feet deep in non-industrial areas	103,500 Lin. Ft.	$24.00	$2,484,000.00 *	$24.40	$2,525,400.00	$26.00	$2,691,000.00
1.02	Cured-in-place 10-inch diameter pipe lining up to 24 feet deep in non-industrial areas	10,000 Lin. Ft.	29.00	290,000.00 *	26.70	267,000.00	32.00	320,000.00
1.03	Cured-in-place 12-inch diameter pipe lining up to 24 feet deep in non-industrial areas	3,000 Lin. Ft.	36.00	108,000.00 *	32.00	96,000.00	42.00	126,000.00
1.04	Cured-in-place 15-inch diameter pipe lining up to 24 feet deep in non-industrial areas	2,000 Lin. Ft.	45.00	90,000.00 *	49.40	98,800.00	53.00	106,000.00
1.05	Cured-in-place 18-inch diameter pipe lining up to 24 feet deep in non-industrial areas	3,000 Lin. Ft.	58.00	174,000.00 *	63.00	189,000.00	69.00	207,000.00
1.06	Cured-in-place 21-inch diameter pipe lining up to 24 feet deep in non-industrial areas	1,000 Lin. Ft.	65.00	65,000.00 *	74.80	74,800.00	74.00	74,000.00
1.07	Cured-in-place 24-inch diameter pipe lining up to 24 feet deep in non-industrial areas	4000 Lin. Ft.	85.00	340,000.00 *	86.40	345,600.00	95.00	380,000.00
1.08	Cured-in-place 27-inch to 30-inch diameter pipe lining up to 24 feet deep in non-industrial areas	2,500 Lin. Ft.	95.00	237,500.00 *	117.50	293,750.00	110.00	275,000.00
1.09	Cured-in-place 36-inch diameter pipe lining up to 24 feet deep in non-industrial areas	630 Lin. Ft.	150.00	94,500.00 *	164.50	103,635.00	142.00	89,460.00
1.10	Cured-in-place 8-inch to 15-inch diameter pipe lining up to 24 feet deep in industrial areas	500 Lin. Ft.	45.00	22,500.00 *	44.80	22,400.00	65.00	32,500.00
1.11	Cured-in-place 18-inch to 24-inch diameter pipe lining up to 24 feet deep in industrial areas	500 Lin. Ft.	85.00	42,500.00 *	75.10	37,550.00	125.00	62,500.00
1.12	Reinstatement of service laterals	1400 Each	95.00	133,000.00 *	95.00	133,000.00	106.00	148,400.00
1.13	Sealing lateral connections	1400 Each	210.00	294,000.00 *	206.00	288,400.00	236.00	330,400.00
1.14	Supplemental payment for installing cured-in place pipe liners, independent of pipe diameter, segment length & depth, in easement areas away from the vehicular traveled way	75 Each	100.00	7,500.00 *	423.10	31,732.50	380.00	28,500.00
1.14.1	Supplemental payment for installing cured-in-place pipe lining in pipeline segments less than 100 lineal feet in length for Item Nos. 1.01 through 1.11, for the unit price per each of	40 Each	500.00	20,000.00 *	528.90	21,156.00	600.00	24,000.00
1.15	For Cured-in-Place Pipe Lining of 6" dia. Service laterals up to 25' in length as detailed below:							
1.15.1	For Cured-in-Place Pipe Lining of 6" dia. Service laterals up to 25' in length IN ACCORDANCE WITH ASTM F2561	40 Each (Cont. Item)	4,200.00	168,000.00 *	5,236.00	209,440.00	3,800.00	152,000.00
1.15.2	For Cured-in-Place Pipe Lining of 6" dia. Service laterals up to 25' in length IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	60 Each (Cont. Item)	3,300.00	198,000.00 *	3,305.00	198,300.00	3,500.00	210,000.00
1.15.3	For Cured-in-Place Pipe Lining repair of 6" dia. service laterals, sealing the connection and the first joint of the lateral IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	20 Each (Cont. Item)	1,800.00	36,000.00 *	1,534.00	30,680.00	1,750.00	35,000.00
1.16	For Cured-in-Place Pipe Lining of 6" dia. service laterals, beyond the first 25 feet included in the base item, as detailed in items 1.16.1 and 1.16.2 up to 25' in length as detailed below:							

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS
CONTRACT NO. S-866, PCTS NO. 13205

ESTIMATE: $6,100,050

TABULATION OF BIDS — Bid Date: September 25, 2014

Item No.	Description	Estimated Quant.	Hinterland Group, Inc.* 5401 N. Haverhill Rd. Unit 114 West Palm Beach, FL 33407 * Determined - Not Responsible		Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005		Rio-Man Construction, Inc. 3100 SW 15 Street Deerfield Beach, FL 33442	
			Unit	Total	Unit	Total	Unit	Total
1.16.1	For Cured-in-Place Pipe Lining of 6" dia. Service laterals beyond the first 25 ft. included in the base item IN ACCORDANCE WITH ASTM F2561	320 Lin. Ft (Cont. Item)	65.00	20,800.00 *	63.50	20,320.00	42.00	13,440.00
1.16.2	For Cured-in-Place Pipe Lining of 6" dia. Service laterals beyond the first 25 feet included in the base item IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	480 Lin. Ft (Cont. Item)	12.00	5,760.00 *	10.60	5,088.00	12.00	5,760.00
2.01	Bypass pumping required when lining sewer pipes 8-inch through 30-inches in diameter when authorized or directed by the Engineer	35 Each	700.00	24,500.00 *	1,000.00	35,000.00	1,200.00	42,000.00
2.02	Bypass pumping required when lining sewer pipes 36-inches in diameter when authorized or directed by the Engineer	2 Each	4,000.00	8,000.00 *	13,595.00	27,190.00	3,500.00	7,000.00
	ITEM 3.0 - MAINTENANCE OF TRAFFIC (M.O.T.)							
3.01	Providing Maintenance of Traffic (MOT	Aggr. Sum	30,000.00	30,000.00 *	48,570.00	48,570.00	25,000.00	25,000.00
4.01	**SUBTOTAL (Sum of Items 1.01 through 3.01)**			4,893,560.00 *		5,102,811.50		5,384,950.00
	ITEM NOS. 5 & 6 DEDICATED AND CONTINGENCY ALLOWANCE ACCOUNTS							
5.01	For providing uniformed, off-duty police officers for the purposes of maintenance of traffic, the aggregate sum	Dedicated Allowance	100,000.00	100,000.00 *	100,000.00	100,000.00	100,000.00	100,000.00
5.02	Pre-work video inspection for sewer reach repairs canceled by the Engineer as a result of changed anticipated conditions, the unit price per lineal foot of sewer cleaned and inspected	2,000.00 Lin. Ft Dedicated Allowance	2.00	4,000.00 *	2.00	4,000.00	2.00	4,000.00
5.03	For cured-in-place lining repairs of pipe sizes 8-inch through 36-inch in excess of the quantities in Bid Items 1.01, 1.02, 1.03, 1.04, 1.05, 1.06 1.07, 1.08, 1.09, 1.10 and 1.11	Dedicated Allowance	150,000.00	150,000.00 *	150,000.00	150,000.00	150,000.00	150,000.00
5.04	For cost of required permits, fees, inspections, impact fees, if authorized by the Engineer, the sum of	Dedicated Allowance	43,000.00	43,000.00 *	43,000.00	43,000.00	43,000.00	43,000.00
6.01	Unforeseen conditions, for minor construction changes & for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 4.0 (.10) X (Subtotal, Item 4.0)	Contingency Allowance		489,356.00 *		510,281.15		538,495.00
	TOTAL BID (Items 4.0 through 6.01)			$5,679,916.00 *		$5,910,092.65		$6,220,456.00

*** Determined - Not Responsible**
Hinterland Group Inc.'s Bid Rejected

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS
CONTRACT NO. S-886, PCTS NO. 13205

ESTIMATE: $6,100,060

TABULATION OF BIDS — Bid Date: September 25, 2014

Item No.	Description	Estimated Quant	Lenzo Trenchless Technologies, 125 SE 5th Court, Deerfield Beach, FL 33441 Unit	Total	LAYNE INLINER, LLC, 2531 Jewett Lane, Sanford, FL 32771 Unit	Total	SAK Construction, LLC, 864 Hoff Road, O'Fallon, MO 63366 Unit	Total
	ITEM NO. 1 CURED-IN-PLACE PIPE LINING							
1.01	Cured-in-place 8-inch diameter pipe lining up to 24 feet deep in non-industrial areas	103,500 Lin. Ft.	$26.00	$2,691,000.00	$27.50	$2,846,250.00	$29.00	$3,001,500.00
1.02	Cured-in-place 10-inch diameter pipe lining up to 24 feet deep in non-industrial areas	10,000 Lin. Ft.	27.00	270,000.00	29.50	295,000.00	31.00	310,000.00
1.03	Cured-in-place 12-inch diameter pipe lining up to 24 feet deep in non-industrial areas	3,000 Lin. Ft.	30.00	90,000.00	35.00	105,000.00	34.00	102,000.00
1.04	Cured-in-place 15-inch diameter pipe lining up to 24 feet deep in non-industrial areas	2,000 Lin. Ft.	38.00	76,000.00	50.00	100,000.00	40.00	80,000.00
1.05	Cured-in-place 18-inch diameter pipe lining up to 24 feet deep in non-industrial areas	3,000 Lin. Ft.	54.00	162,000.00	61.50	184,500.00	50.00	150,000.00
1.06	Cured-in-place 21-inch diameter pipe lining up to 24 feet deep in non-industrial areas	1,000 Lin. Ft.	72.00	72,000.00	78.50	78,500.00	65.00	65,000.00
1.07	Cured-in-place 24-inch diameter pipe lining up to 24 feet deep in non-industrial areas	4000 Lin. Ft.	100.00	400,000.00	96.00	384,000.00	95.00	380,000.00
1.08	Cured-in-place 27-inch to 30-inch diameter pipe lining up to 24 feet deep in non-industrial areas	2,500 Lin. Ft.	105.00	262,500.00	107.50	268,750.00	120.00	300,000.00
1.09	Cured-in-place 36-inch diameter pipe lining up to 24 feet deep in non-industrial areas	630 Lin. Ft.	155.00	97,650.00	165.00	103,950.00	150.00	94,500.00
1.10	Cured-in-place 8-inch to 15-inch diameter pipe lining up to 24 feet deep in industrial areas	500 Lin. Ft.	50.00	25,000.00	44.00	22,000.00	50.00	25,000.00
1.11	Cured-in-place 18-inch to 24-inch diameter pipe lining up to 24 feet deep in industrial areas	500 Lin. Ft.	104.00	52,000.00	125.00	62,500.00	110.00	55,000.00
1.12	Reinstatement of service laterals	1400 Each	150.00	210,000.00	125.00	175,000.00	100.00	140,000.00
1.13	Sealing lateral connections	1400 Each	250.00	350,000.00	275.00	385,000.00	350.00	490,000.00
1.14	Supplemental payment for installing cured-in place pipe liners, independent of pipe diameter, segment length & depth, in easement areas away from the vehicular traveled way	75 Each	500.00	37,500.00	1,335.00	100,125.00	2,500.00	187,500.00
1.14.1	Supplemental payment for installing cured-in-place pipe lining in pipeline segments less than 100 lineal feet in length for item Nos. 1.01 through 1.11, for the unit price per each of	40 Each	500.00	20,000.00	3,750.00	150,000.00	2,500.00	100,000.00
1.15	For Cured-in-Place Pipe Lining of 6" dia. Service laterals up to 25' in length as detailed below:							
1.15.1	For Cured-in-Place Pipe Lining of 6" dia. Service laterals up to 25' in length IN ACCORDANCE WITH ASTM F2561	40 Each (Cont. Item)	3,500.00	140,000.00	3,900.00	156,000.00	5,600.00	224,000.00
1.15.2	For Cured-in-Place Pipe Lining of 6" dia. Service laterals up to 25' in length IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	60 Each (Cont. Item)	3,500.00	210,000.00	3,435.00	206,100.00	4,400.00	264,000.00
1.15.3	For Cured-in-Place Pipe Lining repair of 6" dia. service laterals, sealing the connection and the first joint of the lateral IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	20 Each (Cont. Item)	2,500.00	50,000.00	1,700.00	34,000.00	1,600.00	32,000.00
1.16	For Cured-in-Place Pipe Lining of 6" dia. service laterals, beyond the first 25 feet included in the base item, as detailed in Items 1.15.1 and 1.15.2 up to 25' in length as detailed below:							

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS
CONTRACT NO. S-866, PCTS NO. 13205

ESTIMATE: $6,100,050

TABULATION OF BIDS — Bid Date: September 25, 2014

BIDDERS			Lanzo Trenchless Technologies 125 SE 5th Court Deerfield Beach, FL 33441		LAYNE INLINER, LLC 2531 Jewett Lane Sanford, FL 32771		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366	
Item No.	Description	Estimated Quant.	Unit	Total	Unit	Total	Unit	Total
1.16.1	For Cured-in-Place Pipe Lining of 6" dia. Service laterals beyond the first 25 ft. included in the base item IN ACCORDANCE WITH ASTM F2561	320 Lin. Ft. (Cont. Item)	55.00	17,600.00	33.00	10,560.00	70.00	22,400.00
1.16.2	For Cured-in-Place Pipe Lining of 6" dia. Service laterals beyond the first 25 feet included in the base item IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	480 Lin. Ft. (Cont. Item)	65.00	31,200.00	11.00	5,280.00	12.00	5,760.00
2.01	Bypass pumping required when lining sewer pipes 8-inch through 30-inches in diameter when authorized or directed by the Engineer	35 Each	300.00	10,500.00	950.00	33,250.00	2,500.00	87,500.00
2.02	Bypass pumping required when lining sewer pipes 36-inches in diameter when authorized or directed by the Engineer	2 Each	20,000.00	40,000.00	19,500.00	39,000.00	4,500.00	9,000.00
	ITEM 3.0 - MAINTENANCE OF TRAFFIC (M.O.T.)							
3.01	Providing Maintenance of Traffic (MOT	Aggr. Sum	330,000.00	330,000.00	11,000.00	11,000.00	100,000.00	100,000.00
4.01	**SUBTOTAL (Sum of Items 1.01 through 3.01)**			5,644,950.00		5,755,765.00		6,225,160.00
	ITEM NOS. 5 & 6 DEDICATED AND CONTINGENCY ALLOWANCE ACCOUNTS							
5.01	For providing uniformed, off-duty police officers for the purposes of maintenance of traffic, the aggregate sum	Dedicated Allowance	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
5.02	Pre-work video inspection for sewer reach repairs canceled by the Engineer as a result of changed anticipated conditions, the unit price per lineal foot of sewer cleaned and inspected	2,000.00 Lin. Ft. Dedicated Allowance	2.00	4,000.00	2.00	4,000.00	2.00	4,000.00
5.03	For cured-in-place lining repairs of pipe sizes 8-inch through 36-inch in excess of the quantities in Bid Items 1.01, 1.02, 1.03, 1.04, 1.05, 1.06 1.07, 1.08, 1.09, 1.10 and 1.11	Dedicated Allowance	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
5.04	For cost of required permits, fees, inspections, impact fees, if authorized by the Engineer, the sum of	Dedicated Allowance	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00
6.01	Unforeseen conditions, for minor construction changes & for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 4.0 (.10) X (Subtotal, Item 4.0)	Contingency Allowance		564,495.00		575,576.50		622,516.00
	TOTAL BID (Items 4.0 through 6.01)			$6,506,445.00		$6,528,341.50		$7,144,676.00

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	S-800	CON	INSITUFORM TECHNOLOGIES LLC	1/11/2008	Dalia Abrahante	Interim	3.2
WS	S-800	CON	INSITUFORM TECHNOLOGIES LLC	7/24/2008	Dalia Abrahante	Interim	2.6
WS	S-800	CON	INSITUFORM TECHNOLOGIES LLC	11/6/2008	Dalia Abrahante	Interim	2.4
WS	S-800	CON	INSITUFORM TECHNOLOGIES LLC	4/21/2008	Raul Caballero	Project conclusion or closeout	3.5

Evaluation Count: 4 Contractors: 1 Average Evaluation: 2.9

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 Diane Partridge (Insert name of affiant) who being duly sworn states:

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 bidder of this contract.

I state that the bidder of this contract:

☑ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor'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 contractor 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 bid 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 contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor 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 bids or 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: Diane Partridge
Signature of Affiant

December 1 20 14
Date

Diane Partridge, Contracting and Attesting Officer
Printed Name of Affiant and Title

1 / 3 - 3 / 0 / 3 / 2 / 1 / 5 / 8 /
Federal Employer Identification Number

Instituform Technologies, LLC
Printed Name of Firm

17988 Edison Avenue, Chesterfield, MO 63005
Address of Firm

S-866

SUBSCRIBED AND SWORN TO (or affirmed) before me this 1st day of December 2014

He/She is personally known to me or has presented Personally Known as identification.
Type of Identification

Debra K Jasper
Signature of Notary

14969544
Serial Number

Debra K. Jasper
Print or Stamp Name of Notary

Nov. 17, 2018
Expiration Date

Notary Public – State of MO

Notary Seal

DEBRA K. JASPER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Nov. 17, 2018
Commission # 14969544

S-866

MEMORANDUM

(Revised)

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

DATE: May 5, 2015

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

SUBJECT: Agenda Item No. 8(O)(2)

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
Veto _____
Override _____

Agenda Item No. 8(O)(2)
5-5-15

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A CONSTRUCTION CONTRACT TO INSITUFORM TECHNOLOGIES, LLC WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED $12,200,100.00 AND AN INITIAL CONTRACT TERM OF TWO YEARS FROM THE NOTICE TO PROCEED WITH TWO ONE-YEAR OPTIONS-TO-RENEW FOR A PROJECT ENTITLED "TWO-YEAR COUNTYWIDE CONTRACT FOR THE REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS", CONTRACT NO. S-866; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves award of a construction contract to Insituform Technologies, LLC in an amount not to exceed $12,200,100.00 and an initial contract term of two years from the Notice to Proceed with two one-year options-to-renew for a project entitled "Two-Year Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-in-Place Pipe Lining Method with County Option To Renew for an Additional Two Years on a Yearly Basis", Contract No. S-866, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same 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 5th day of May, 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

CONTRACT

THIS CONTRACT, made and entered into on the _____ day of _____, 20 _____, by and between Miami-Dade County, Florida, acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"), and **Insituform Technologies, LLC**, party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

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

1. That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as:

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. S-866

at the unit prices reflected in the Proposal, for an aggregate amount up to **Six Million One Hundred Thousand Fifty Dollars and No Cents (U.S. Dollars) $6,100,050.00**. The Contract will be awarded for an aggregate amount of up to $6,100,050 for a two-year period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two-year period whichever occurs first. The two-year term of the Contract will commence with issuance of the Notice to Proceed. The Mayor or his designee has the option to renew the Contract for up to an additional two years on a year to year basis, provided that the Contractor maintains the prices, etc. used in the original contract, with an additional total amount of up to $6,100,050. Each renewal option will be for a one-year period and up to $3,050,025. The County does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

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

3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of his proposal as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the

performance of the work, the Contractor shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Covenants and Conditions, the Supplemental General Conditions (if Ordinance 90 143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Community Small Business Enterprise Program (CSBE) Participation Provisions and Forms (if applicable), and the provisions for the following: Affirmative Action Plan (Ordinance 98-30) and Disclosure Form; Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Disability Nondiscrimination (Resolution R-385-95 as amended by Resolution R-182-00); Domestic Violence Leave (Ordinance 99 - 5 as amended by Resolution R-185-00); Due Fees or Taxes Paid (Ordinance 95-178 as amended by Ordinance 00-30); Metro Dade Employment Drug Free Workplace (Ordinance 92-15 as amended by Ordinance 00-30); Metro Dade Employment Family Leave Plan (Ordinance 91-142 as amended by Resolution R-183-00); Fair Wage (Ordinance 90-143 as amended by Ordinance 95-183); Mandatory Clearinghouse for Posting Notice of Job Opportunities (Resolution R-937-98 as amended by R-1145-99); Obligation (Ordinance 99-162); Office of Miami-Dade County Inspector General (IG) (Ordinance 97-215 as amended by Ordinance 99-151); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; and Metro-Dade County Disclosure (Ordinance 90-133).

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

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

7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

CONTRACT

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

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Sara Elaine Davis 3/2/15
Assistant County Attorney
Miami-Dade Water and Sewer Department

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST

Debra Jasper
(Secretary)
Debra Jasper
Contracting and Attesting Officer
(Print or type name)

Insituform Technologies, LLC
(Name of Corporation)

By: Diane Partridge
(Signature of Officer)

Diane Partridge
(Print or type name)

Contracting and Attesting Officer
(Official Title)

17988 Edison Avenue

Chesterfield, MO 63005
(Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract and Surety Performance and Payment Bond to do so in its behalf.

CERTIFIED RESOLUTION

I, Debra Jasper (Name), the duly elected ~~Secretary~~ Contracting and Attesting Officer of **Insituform Technologies, LLC**, a Corporation organized and existing under the laws of the State of **Delaware**, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HEREBY RESOLVED that Diane Partridge (Name), the duly elected Contracting and Attesting Officer (Title of Officer) of **Insituform Technologies, LLC**

be and is hereby authorized to execute and submit a Contract and Surety Performance and Payment Bond to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO. S-866"

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 7th day of January (Month), 2015 (Year).

By: Debra Jasper
~~(Secretary)~~
Debra Jasper
Contracting and Attesting Officer
(Print or type name)

(SEAL)

Insituform Technologies, LLC
(Corporate Title)

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

   Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 1st day of January, 2014.

INSITUFORM TECHNOLOGIES, LLC

By: Tod O'Donoghue
Tod O'Donoghue
Assistant Secretary