

# Memorandum



**Date:** February 22, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

Agenda Item No. 3(B)(4)

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

**Subject:** Resolution Ratifying Actions Related to Miami-Dade Water and Sewer Department's Consent Decree and Capital Improvement Programs Acceleration Ordinance pursuant to Section 2-8.2.12 of the Miami-Dade County Code

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) ratify the actions of the County Mayor or County Mayor's designee, as authorized under Section 2-8.2.12 of the Miami-Dade County Code related to Miami-Dade Water and Sewer Department's Consent Decree and Capital Improvement Programs Acceleration Ordinance (WASD Acceleration Ordinance) for the funded projects identified below and on Exhibit A, as attached.

## **Consent Decree Project**

**Item 1** – Recommendation to Award: Construction Contract for Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis. This item requests ratification of a contract in the total amount of \$6,000,000.00 with a total contract term of 1,460 days to Layne Inliner, LLC.

**Item 2** – Recommendation to Award: Construction Contract for CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades. This item requests ratification of a contract in the total amount of \$24,905,200.00 with a total contract term of 660 days to Poole & Kent Company of Florida.

**Item 3** – Recommendation to Award: Construction Contract for One Year Countywide Contract For Rehabilitation of Sanitary Sewers By The Sectional Lining Method, With County Option To Renew For An Additional Three Years On A Yearly Basis. This item requests ratification of a contract in the total amount of \$4,000,000.00 with a total contract term of 1,460 days to UIT, LLC. (Note: Recommendation Approving Award Memo – Exhibit C has been replaced with the correct page.)

## **Scope**

The commission district of the project locations is noted on Exhibit A. The projects awarded through WASD's Acceleration Ordinance have a countywide impact.

## **Fiscal Impact/Funding Source**

The fiscal impact and funding source for these projects are detailed on Exhibit A and the other accompanying attachments.

**Track Record/Monitoring**

WASD's Deputy Director, Hardeep Anand, will oversee the implementation of these projects.

**Background**

On September 3, 2014, the Board approved Ordinance No. 14-77 authorizing the County Mayor or County Mayor's designee to award contracts for funded capital projects and related goods and services, and to accelerate the approval of WASD's (1) Consent Decree projects and (2) projects identified in WASD Multi-Year Capital Plan's Capital Improvements Program without the need for prior Board approval but subject to ratification by the Board.

Exhibit A includes the details of the competitively bid award for which ratification is being requested. Exhibit A contains the information bulleted below for the contract award:

- Item Number
- Department Name
- Type of Solicitation
- Contract Type
- Contract No. / Project No.
- Project Name
- Firm Awarded
- Commission District
- Contract Amount
- Funding Source(s)
- Operations and Maintenance Costs
- Estimated Start Date/Estimated End Date
- Contract Measures: SBE Goods & Services; SBE-A/E; SBE-Construction; and CWP Program
- Brief Project Description

Attached as Exhibit B are the recommendations to award of the contracts referenced for Item Nos. 1, 2, and 3 in this memorandum. The contracts listed are executed by the County Mayor or County Mayor's designee in accordance with WASD's Acceleration Ordinance, a copy is available upon request.

Attachments



Jack Osterholt, Deputy Mayor

**Exhibit A**  
**Ratification of Contract Awards Authorized by the WASD Accelerate Ordinance**

Item No.	Dept. Name	Type of Solicitation	Contract Type	Contract No.		Project Name	Firm Awarded	Commission District	Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date		Contract Measures				Brief Project Description
				Contract No.	Project No.							Est. Start Date	Est. End Date	SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	
1	WASD	County Bid Process	Construction Contract		Contract No. S-879	Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis	Layne Inliner, LLC	Various Districts	\$6,000,000.00	Wastewater Operating Revenues	n/a	Actual Notice to Proceed Date: 01/04/2017 Completion Date: 07/04/2019, initial contract term is two years with two 1-year OTR's (total contract period of 1,460 days)	1.12%	n/a	n/a	n/a	n/a	This project is one in a series of projects required to comply with the Consent Decree. The scope of work includes furnishing all materials, labor, and equipment necessary for cleaning and inspecting, via closed circuit television (CCTV), large gravity sanitary sewer pipes (24-inches in diameter and greater), sanitary sewer manholes and pump station wet wells under different work orders at various locations within the limits of Miami-Dade County.
2	WASD	County Bid Process	Construction Contract		Contract No. S-889	CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades	Poole & Kent Company of Florida	District 7 (Xavier L. Suarez)	\$74,905,200.00	Future WASD Revenue Bonds; 2015 WASD Revenue Bonds Sold; Wastewater Renewal Fund	Operations Cost \$800,000 per year, and Maintenance Cost \$400,000 per year	Actual Notice to Proceed Date : 10/31/2016 Completion Date: 06/23/2018, total contract period is 660 days	1.80%	n/a	10.10%	n/a	n/a	This project is one in a series of projects at the Central District Wastewater Treatment Plant (CDWWTP) required to comply with the Consent Decree. This project consists of furnishing all materials, labor, and equipment necessary to construct upgrades to the existing Plant 2 Digester Cluster 1 facility and electrical Substations 15 and 16 at CDWWTP to restore the loss of digestion capacity at the plant.

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**Exhibit A**  
**Ratification of Contract Awards Authorized by the WASD Accelerate Ordinance**

Item No.	Dept. Name	Type of Solicitation	Contract Type	Contract No.		Project Name	Firm Awarded	Commission District	Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date	Contract Measures				Brief Project Description
				Contract No.	Project No.								SBE Goods & Services	SBE A/E	SBE Construction	CW/P Program	
3	WASD	County Bid Process	Construction Contract	Contract No. S-900		One Year Countywide Contract For Rehabilitation of Sanitary Sewers by The Sectional Lining Method, With County Option To Renew For An Additional Three Years On A Yearly Basis	UIT, LLC	Various Districts	\$4,000,000.00	Future WASD Revenue Bonds; WASD Revenue Bonds Sold	n/a	Actual Notice to Proceed Date: 01/04/2017 Completion Date: 01/04/2018, initial contract term is one year with three 1-year OTR's (total contract period of 1,460 days)	n/a	n/a	Set Aside 100%	n/a	This project is one in a series of projects required to comply with the Consent Decree. This project consists of furnishing all labor, materials and equipment necessary for rehabilitating 8-inch through 36-inch diameter sanitary sewer pipe faults by the cured-in-place sectional lining method within the limits of Miami-Dade County.

Total Dollar Value of Award: \$34,905,200.00

# Memorandum



CLERK OF THE BOARD

2016 OCT 13 PM 1:00

Date:

CLERK, CIRCUIT & COUNTY CTS  
MIAMI-DADE COUNTY, FLA.

To:

Lester Sola, Director  
Water and Sewer Department

From:

Arlyn Rull  
Assistant Director  
Intergovernmental and Internal Operations

Subject:

Recommendation Approving Award of a Construction Contract for Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis, Contract No.: S-879

## RECOMMENDATION:

Pursuant to the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Code of Miami-Dade County, it is recommended that the County Mayor or County Mayor's designee approve this contract award recommendation to Layne Inliner, LLC to perform cleaning and inspection of sanitary sewers for Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis, Contract No. S-879. The total compensation amount is up to \$6,000,000 with a total contract term of up to 1460 days, if all options to renew are exercised. This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

## DELEGATION OF AUTHORITY:

Pursuant to Section 2-8.2.12 of the Code, the County Mayor or County Mayor's designee is authorized to amend and execute the Contract. Under Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee will have the authority to amend and/or extend the 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.

## PROJECT NAME:

Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis

## PROJECT DESCRIPTION:

The project consists of furnishing all materials, labor, and equipment necessary for cleaning and inspecting, via closed circuit television (CCTV), large gravity sanitary sewer pipes (24-inches in diameter and greater), sanitary sewer manholes and pump station wet wells under different work orders at various locations anywhere within the limits of Miami-Dade County, Florida, as ordered by the Water and Sewer Department (WASD) during a two year period. This is a non-exclusive contract, and as such, WASD may issue similar contracts for this type of work, and therefore, does not guarantee that the full amount of the contract work listed in the proposal will be issued to the contractor. The actual amount of work orders assigned is at WASD's sole discretion and is dependent only upon its needs.

The work includes: sanitary sewer cleaning and video inspections; supplemental heavy cleaning, consisting of the removal of roots and scales existing in the gravity sanitary sewers, in associated manholes and in inlets; wet well cleaning; removal and proper disposal of solids as required; temporary isolation and evacuation for video inspection; by-pass pumping of sewage; maintenance of traffic (MOT); and all other appurtenant and miscellaneous items and work for a completed Project. The work shall be accomplished through manhole openings, without disturbing any utility, street surface, or adjacent property.

**PROJECT LOCATION:**

Countywide

**SMALL BUSINESS DEVELOPMENT (SBD)**

**REVIEW DATE:** 04/18/2016

**SIGNOFF DATE:** 04/20/2016

**SBD REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** (See EXHIBIT "A", as attached)

TYPE	GOAL	COMMENT
SBE-Construction	No measure	An analysis of SBEs revealed insufficient availability in the trades required for this project.
SBE-Goods & Services	1.12%	The estimated value is the product of the goal percentage multiplied times the sum of the Base Contract Amount plus the Contingency Allowance Amount.
CWP	N/A	CWP is not applicable. Project is work order driven, with each issuance completed within several days.

**PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:**

General Engineering, State Underground, Pipeline and/or other categories as applicable by Chapter 489 of the Florida Statutes or Chapter 10 of Miami-Dade County Code.

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):** (See EXHIBIT "B", as attached)

FIRM NAME	SUBCONTRACTOR OR SUPPLIER	SCOPE OF WORK OR MATERIALS & SERVICES
300 Engineering Group	Subcontractor	Maintenance of Traffic Plans/Permits

**APPLICABLE WAGES:** Yes

**MANDATORY CLEARING HOUSE:** No

**PRIMARY COMMISSION DISTRICT:** Various Districts

**APPROVAL PATH:**

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

**MANAGING DEPARTMENT:** Miami-Dade Water and Sewer Department

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**FISCAL IMPACT / FUNDING SOURCE:** (See EXHIBIT "C", as attached)  
 Wastewater Operating Revenues

**CAPITAL BUDGET PROJECT # - DESCRIPTION**  
 999999999 – Non-Capital Project \$3,000,000.00

**LIFE EXPECTANCY OF ASSET:** 40 years

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

**SUSTAINABLE BUILDINGS ORDINANCE: (Ord. No. 07-65)**  
 This project does not qualify for compliance with the Sustainable Buildings Ordinance.

**TOTAL CONTRACT PERIOD:** 1460 Days  
 The initial contract term is for two years (730 days). The Mayor or Mayor's designee has the option to renew the contract for up to an additional two years (730 days).

**CONTINGENCY PERIOD:** 73 Days for initial contract term and 37 days for each renewal option.

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE CONTRACT AMOUNT:** \$ 2,504,740.00

<b>OPTION TO EXTEND:</b>	<b>AMOUNT:</b> \$3,000,000.00	<b>DAYS:</b> 730	<b>EXTENSION COMMENT:</b> The Mayor or Mayor's designee has the option to renew the contract for up to an additional two (2) years, on a yearly basis, with the same unit prices used in the original contract. Each renewal option is for a one (1) year period and \$1,500,000, for a possible total amount of \$3,000,000, should both options be exercised.
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**CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):**

Type	AMOUNT	PERCENT	COMMENT
NON-CAPITAL	\$ 125,237.00	5%	Contingency Allowance for Initial Two Year Term

**DEDICATED ALLOWANCES:**

<b>FOR PERMIT FEES:</b>	\$70,000.00	2.79%	For Initial Contract Term (Half of this amount for each renewal option)
<b>FOR PROVIDING OFF-DUTY POLICEMEN FOR TRAFFIC CONTROL:</b>	\$70,000.00	2.79%	For Initial Contract Term
<b>FOR EXCESS CLEANING AND VIDEO INSPECTION OF ANY SIZE SANITARY SEWER MAIN:</b>	\$180,000.00	7.19%	For Initial Contract Term
<b>FOR EXCESS DESCALING AND VIDEO INSPECTION OF SEWER MAINS OF ANY SIZE:</b>	\$ 50,135.00	2.00%	For Initial Contract Term

**TOTAL DEDICATED ALLOWANCE:** \$ 370,023.00

**TOTAL CONTRACT AMOUNT:** \$ 6,000,000.00

**SEA LEVEL RISE (Ord. No. 14-79):**

The impact of sea level rise has been considered as part of the design.

**TRACK RECORD / MONITOR/SBD HISTORY OF VIOLATIONS:**

Due diligence was conducted by WASD and the Internal Services Department (ISD) in accordance with ISD's Procurement Guidelines to determine responsibility, including verifying corporate status, 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 Layne Inliner, LLC's responsibility. This information is being provided pursuant to Resolution R-187-12.

**EXPLANATION:**

On August 12, 2016, the Department received and opened six (6) bids in response to an advertisement for an open competitive solicitation for this construction contract (See EXHIBIT "D", as attached). Unit prices bid were used for uniform comparison among bidders, and bids were evaluated based upon the lowest total amount in the Proposal. Below is a summary of the three lowest bids:

Layne Inliner, LLC	\$1,594,539.44
V Engineering & Consulting Corp.	\$1,805,396.20
Flotech Environmental, LLC	\$1,889,110.12

Bid submittals of the three lowest bidders were sent to the Internal Services Department's (ISD) Division of Small Business Development (SBD) for a compliance review of the Small Business Enterprise participation goals assigned to the construction contract. On August 29, 2016, SBD issued the results of its findings confirming that all three bidders submitted were in compliance with the contract measures established. A copy of SBD's Compliance Review along with associated Schedule of Intent Affidavit showing Layne Inliner, LLC's commitment to utilize a subcontractor selected to comply with the contract's measures are attached (See EXHIBIT "E", as attached).



ISD's Capital Improvements Information System (CIIS) database contains 2 evaluations for Layne Inliner, LLC, with an average overall rating of 3.9 points out of a possible 4 points, which is indicative of a very good performance (See EXHIBIT "F", as attached).

Therefore, it is recommended that the project be awarded to the lowest responsible, responsive bidder, Layne Inliner, LLC, whose base bid is approximately 53.4% below the engineer's base estimate.

The Contract, Collusion Affidavit and the Firm's Responsibility Affidavit (also called "Combined Affidavit") executed by Layne Inliner, LLC are attached as EXHIBIT "G", EXHIBIT "H" and Exhibit "I", respectively.

**SUBMITTAL DATE:** 08/12/2016  
**ESTIMATED NOTICE TO PROCEED:** 01/02/2017  
**PRIME CONTRACTOR:** Layne Inliner, LLC  
**COMPANY PRINCIPAL:** Mark Harris  
**COMPANY QUALIFIERS:** Mark Harris  
**EMAIL ADDRESS:** Mike.Cannon@Layne.com  
**COMPANY ADDRESS:** 2531 Jewett Lane  
Sanford, FL 31771  
**YEARS IN BUSINESS:** 30 years

**PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST FIVE (5) YEARS:**

According to the Florida Department of State, on May 1, 2012, Reynolds Inliner, LLC changed its name to Layne Inliner, LLC (See Exhibit "J", as attached). Furthermore, according to the Firm History Report (See EXHIBIT "K", as attached) provided by the Internal Services Department's, Division of Small Business Development, Reynolds Inliner, LLC had two (2) awards within the past five (5) years with a total value of \$2,267,202.49. One (1) of these contracts was awarded by the Board of County Commissioners (Board) and one (1) via the County's Miscellaneous Construction Program 7360.

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** No

**CONTRACT MANAGER NAME/PHONE/EMAIL:**

Isaac Smith / 786-552-8255 / ISMIT01@miamidade.gov

**PROJECT MANAGER NAME/PHONE/EMAIL:**

Dalia Abrahante / 786-268-5266 / Dalia.Abrahante@miamidade.gov

**BACKGROUND:**

On May 21, 2013, the Board of County Commissioners authorized the execution of a Consent Decree between Miami-Dade County, the United States of America, the State of Florida and the Florida Department of Environmental Protection, for improvements to the County's wastewater collection and treatment system. This project is one in a series of projects required to comply with the Consent Decree.

**BACKGROUND:**

On May 21, 2013, the Board of County Commissioners authorized the execution of a Consent Decree between Miami-Dade County, the United States of America, the State of Florida and the Florida Department of Environmental Protection, for improvements to the County's wastewater collection and treatment system. This project is one in a series of projects required to comply with the Consent Decree.

In addition, WASD is required to make repairs to the sewage collection system to comply with the Volume Sewer Customer Ordinance and the Wellfield Protection Ordinance, Section 24-13.1 and Section 24-12.1 of the Miami-Dade County Code, respectively.

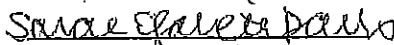
**SIGNATURE PAGE**

**Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers,  
with County Option to Renew for an Additional Two Years on a Yearly Basis  
Project No: N/A ; Contract No: S-879**

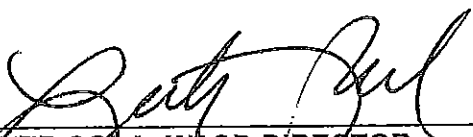
  
JENNIFER MOON  
OMB DIRECTOR

10/13/16  
DATE

APPROVED AS TO LEGAL  
SUFFICIENCY

  
SARAH E. DAVIS  
ASSISTANT COUNTY ATTORNEY

10/11/16  
DATE

  
LESTER SOLA, WASD DIRECTOR  
ON BEHALF OF MAYOR CARLOS A. GIMENEZ

10/3/16  
DATE



**Small Business Development Division**  
*Project Worksheet*

**Project/Contract Title:** TWO-YEAR COUNTY WIDE CONTRACT FOR CLEANING AND TELEVISIONING OF LARGE DIAMETER SEWERS, WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS **Received Date:** 04/18/2016

**Project/Contract No:** S-879 **Funding Source:** EW 658, WASD REVENUE

**Department:** WATER AND SEWER **Resubmittal Date(s):** BONDS SOL

**Estimated Cost of Project/Bid:** \$2,669,865.00

**Description of Project/Bid:** Furnishing all materials, labor, and equipment necessary for cleaning and inspecting via closed television (CCTV), large gravity sanitary sewer pipes (24-inches in diameter and greater), sanitary sewer manholes and pump station wet wells under different Work Orders at various locations anywhere within the limits of Miami-Dade County, Florida, as ordered by the Department during a two year period. This is a non-exclusive contract, and as such, the Department does not guarantee that the full amount of the contract will be issued to the Contractor. The actual amount of Work Orders assigned will be the prerogative of the Department in its sole discretion and dependent only upon its needs.

**Contract Measures Recommendation**

Measure	Program	Goal Percent
Goal	SBE/GS	1.12%
No Measure	SBE/CONS	



**Reasons for Recommendation**

**SMALL BUSINESS ENTERPRISE - CONSTRUCTION**  
An analysis of the factors contained in Section VI C of Implementing Order 3-22 indicates that a no measure is appropriate due to insufficient availability. There were no subcontracting opportunities available for SBE/Cons firms.

**SMALL BUSINESS ENTERPRISE - GOODS & SERVICES**  
An analysis of the factors contained in section VIII B of Implementing Order 3-41 & Ordinance 14-41 indicates that a 1.12% Small Business Enterprise - Goods & Services (SBE/GS) subcontractor goal is appropriate in (55000) - Maintenance of Traffic.  
CWP Not Applicable: Less than 30 days

Commodity Code: 55000-Markers, Plaques And Traffic Control Devices

**Small Business Contract Pricing Recommendation**

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES	SBE/GS	\$29,902.49	1.12%	
	SBE/CONS			
<b>Total</b>		\$29,902.49	1.12%	

**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.*

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Small Business Development Division
Project Worksheet

Project/Contract Title: TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISIONING OF LARGE DIAMETER SEWERS, WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS
Project/Contract No: S-879
Department: WATER AND SEWER
Estimated Cost of Project/Bid: \$2,669,865.00

Received Date: 04/18/2016

Funding Source: EW 658, WASD REVENUE BONDS SOL
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
SB Director Date 4/20/16

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING  
 (Miami-Dade County Code Sections 2-3.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent: LAYNE FALINER, LLC FEIN # 01-0684682  
 Project/Contract Number: TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING & TELEVISING 16 DIA. SEWERS CONTRACT S-879

In accordance with Sections 2-3.1, 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	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	
300 ENG. GROUP P.A. 3850 BIRD RD, STE. 601 MIAMI, FL 33146	OWNER	MOT PLANS/PERMITS	M														
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	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	
			M							M							

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 on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/development.asp>.

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

Signature of Bidder/Respondent: [Signature] Print Name: MARK HARRIS Vice President  
 Date: 9-4-16



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File Name: WBDR0006  
Run Date: 9/30/2015  
Run Time: 5:10:42 PM

Miami Dade Water and Sewer Department  
FY2015 - 2016 Annual Budget Report  
Division: WBS40 - WW Collection & Trans Line Div

Fund	O&M	Account	Organization	O&M	Account Description	FY2012/2013 Actuals	FY2013/2014 Actuals	FY2014/2015 Annual Budget	FY2015/2016 Annual Budget	Justification	Budget Revision Comments
EW501	840212	722377	WBS4014	SC	Baritcades	0.00	18.38	0.00	0.00		
EW501	840214	722377	WBS4014	SC	Baritcades	93.14	0.00	0.00	0.00		
EW501	840001	722377	WBS4015	SC	Baritcades	0.00	104.64	0.00	0.00		
EW501	840103	722377	WBS4015	SC	Baritcades	95.42	3.36	0.00	0.00		
EW501	840206	722377	WBS4015	SC	Baritcades	135.45	111.85	0.00	0.00		
EW501	840210	722377	WBS4015	SC	Baritcades	181.13	247.64	0.00	0.00		
EW501	840213	722377	WBS4015	SC	Baritcades	47.64	0.00	0.00	0.00		
EW501	840218	722377	WBS4015	SC	Baritcades	25.28	0.00	0.00	0.00		
Totals For Accounts		722377				4,922.30	4,285.24	5,000.00	5,000.00		
EW501	840001	722430	WBS4001	SC	Other Outside Contractual Svcs	1,881.08	1,943.94	0.00	0.00		
EW501	840108	722430	WBS4001	SC	Other Outside Contractual Svcs	0.00	7,265.25	0.00	0.00		
EW501	840117	722430	WBS4001	SC	Other Outside Contractual Svcs	1,305,687.88	55,740.81	1,500,000.00	0.00		
EW501	840208	722430	WBS4001	SC	Other Outside Contractual Svcs	-283,254.43	5,656.55	0.00	0.00		
EW501	840220	722430	WBS4001	SC	Other Outside Contractual Svcs	223,086.45	242,333.74	0.00	2,000,000.00	Mantle Repairs \$1,500,000, Large Diameter Cleaning \$1,500,000 and Junction Chamber Rehab Contract \$1,000,000, Performance Measure (N12-1) Reduction of Sewer Overflow) - BUDGET ADJUSTMENT	Mantle Repairs \$1,500,000, Large Diameter Cleaning \$1,500,000 and Junction Chamber Rehab Contract \$1,000,000, Performance Measure (N12-1) Reduction of Sewer Overflow) - BUDGET ADJUSTMENT
EW501	840110	722430	WBS4023	SC	Other Outside Contractual Svcs	0.00	0.00	0.00	0.00		
Totals For Account		722430				1,237,340.99	372,940.31	1,500,000.00	2,000,000.00		
Totals for:		CONTRACTUAL_PROF_SVC				1,725,271.47	724,071.07	2,000,500.00	2,452,100.00		
G&A EXPENSES											
EW501	840001	723210	WBS4001	SC	General Liability Insurance	37,850.48	65,477.02	31,000.00	67,700.00	WASD liability for different instances like medical, falling, siding, etc. Performance Measure (N12-1) Reduction of Sewer Overflow)	WASD liability for different instances like medical, falling, siding, etc. Performance Measure (N12-1) Reduction of Sewer Overflow)
EW501	840210	723210	WBS4012	SC	General Liability Insurance	0.00	0.00	0.00	0.00		
EW501	840112	723210	WBS4023	SC	General Liability Insurance	0.00	262.00	0.00	0.00		
Totals For Account		723210				37,850.48	65,739.02	31,000.00	67,700.00		
EW501	840001	723220	WBS4001	SC	Auto Liability	2,674.12	35,332.56	14,300.00	36,400.00	WASD liability for auto accidents, Performance Measure (N12-1) Reduction of Sewer Overflow)	WASD liability for auto accidents, Performance Measure (N12-1) Reduction of Sewer Overflow)
Totals For Account		723220				2,674.12	35,332.56	14,300.00	36,400.00		
EW501	840001	724150	WBS4001	SC	Repair & Maint Other Equipment	6,666.48	7,752.20	1,000.00	7,000.00	Consent Decree I/ Program Related Repair Work, Performance Measure (N12-1) Reduction of Sewer Overflow)	Consent Decree I/ Program Related Repair Work, Performance Measure (N12-1) Reduction of Sewer Overflow)



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MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISION OF LARGE DIAMETER SEWERS,  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

CONTRACT NO. S-879

ESTIMATE: \$2,427,150.00

TABULATION OF BIDS  
BIDDERS

Layne Inliner, LLC  
2531 Jewett Lane  
Sanford, FL 32771

V Engineering & Consulting Corp.  
2929 SW 3rd Avenue, Ste 340  
Miami, FL 33129

Plotech Environmental, LLC  
9824 NE 5th Ave Rd  
Miami Shores, FL 33138

Bid Date: August 12, 2016

Item No.	Description	Est. Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
1.01	For cleaning and television inspecting 24" sewer mains, the price per linear foot of	29,500	\$5.00	\$147,500.00	\$6.00	\$177,000.00	\$9.00	\$265,500.00
1.02	For cleanings and television inspecting 27" to 36" sewer mains, the price per linear foot of	29500	\$7.00	\$206,500.00	\$6.35	\$187,325.00	\$12.00	\$354,000.00
1.03	For cleaning and television inspecting 42" to 48" sewer mains, the price per linear foot of	12500	\$10.00	\$125,000.00	\$5.00	\$100,000.00	\$14.00	\$175,000.00
1.04	For cleaning and television inspecting 54" to 60" sewer mains, the price per linear foot of	15500	\$13.00	\$201,500.00	\$9.00	\$139,500.00	\$16.50	\$255,750.00
1.05	For cleaning and television inspecting 66" to 78" sewer mains, the price per linear foot of	7000	\$16.00	\$112,000.00	\$10.00	\$70,000.00	\$24.00	\$168,000.00
1.06	For supplemental heavy cleaning of 24" sewer in addition to item no. 1.01 the price per linear foot of	1650	\$0.01	\$16.50	\$4.00	\$6,600.00	\$0.04	\$16.50
1.07	For supplemental heavy cleaning of 27" to 36" sewer in addition to item no. 1.02, the price per linear foot of	7300	\$0.01	\$73.00	\$6.00	\$43,800.00	\$0.01	\$73.00
1.08	For supplemental heavy cleaning of 42" to 48" sewer in addition to item no. 1.03, the price per linear foot of	3500	\$0.01	\$35.00	\$8.00	\$28,000.00	\$0.01	\$35.00
1.09	For supplemental heavy cleaning of 54" to 60" sewer in addition to item no. 1.04, the price per linear foot of	9000	\$0.01	\$90.00	\$10.00	\$90,000.00	\$0.01	\$90.00
1.10	For supplemental heavy cleaning of 66" to 78" sewer in addition to item no. 1.05, the price per linear foot of	5000	\$0.01	\$50.00	\$14.00	\$84,000.00	\$0.01	\$60.00
1.11	For supplemental payment for cleaning & video inspecting large diameter sewer lines, independent of pipe diameter & length in easement areas away from the vehicular traveled way, the price for each of	35	\$0.01	\$0.35	\$1.00	\$35.00	\$0.01	\$0.35
1.12	For cleaning and video inspection of manholes the price for each of	430	\$150.00	\$64,500.00	\$50.00	\$21,500.00	\$140.00	\$140.00



MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISIONING OF LARGE DIAMETER SEWERS,  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

CONTRACT NO. S-879

ESTIMATE: \$2,427,150.00

TABULATION OF BIDS		Bid Date: August 12, 2016						
Item No.	Description	Est. Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
1.13	For cleaning and video inspection of pump station wet wells, the price for each of	35	\$4,000.00	\$140,000.00	\$1,300.00	\$45,500.00	\$1,000.00	\$35,000.00
2.01	For temporary isolation and evacuating 24" sewer sections via removable plugs for video inspection, the price for each of	85	\$0.01	\$0.85	\$400.00	\$34,000.00	\$0.01	\$0.85
2.02	For temporary isolation and evacuating 27" to 36" sewer sections via removable plugs for video inspection, the price for each of	60	\$0.01	\$0.60	\$500.00	\$30,000.00	\$0.01	\$0.60
2.03	For temporary isolation and evacuating 42" to 48" sewer sections via removable plugs for video inspection, the price for each of	25	\$0.01	\$0.25	\$800.00	\$20,000.00	\$0.01	\$0.25
2.04	For temporary isolation and evacuating 54" to 60" sewer sections via removable plugs for video inspection, the price for each of	25	\$0.01	\$0.25	\$1,000.00	\$25,000.00	\$0.01	\$0.25
2.05	For temporary isolation and evacuating 66" to 78" sewer sections via removable plug for video inspection, the price for each of	32	\$0.01	\$0.32	\$1,200.00	\$38,400.00	\$0.01	\$0.32
3.01	For by-pass pumping of Sewage, where authorized to facilitate TV inspection, in 24" sewer, the price for each of	35	\$0.01	\$0.35	\$1.00	\$35.00	\$0.01	\$0.35
3.02	For by-pass pumping of sewage, where authorized to facilitate TV inspection, in 27" through 36" sewers, the price for each of	25	\$0.01	\$0.25	\$1.00	\$25.00	\$0.01	\$0.25
3.03	For by-pass pumping of sewage, where authorized to facilitate TV inspection 42" through 48" sewer, the price for each of	24	\$0.01	\$0.24	\$1.00	\$24.00	\$0.01	\$0.24
3.04	For by-pass pumping of sewage, where authorized to facilitate TV inspection, in 54" through 60" sewer, the price for each of	5	\$0.01	\$0.05	\$4,000.00	\$20,000.00	\$0.01	\$0.05
3.05	For by-pass pumping of sewage where authorized to facilitate TV inspection, in 66" through 78" sewer, the price for each of	3	\$0.01	\$0.03	\$5,000.00	\$15,000.00	\$0.01	\$0.03
4.01	For reimbursement of tipping fees paid by the Contractor for disposal of materials cleaned from the sewer, the aggregate sum of	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Aggregate Sum								



MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISIONING OF LARGE DIAMETER SEWERS,  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

CONTRACT NO. S-879

ESTIMATE: \$2,427,150.00

TABULATION OF BIDS  
BIDDERS

Bid Date: August 12, 2016

V Engineering & Consulting Corp.  
2929 SW 3rd Avenue, Ste 340  
Miami, FL 33129

Layne Inliner, LLC  
2531 Jewett Lane  
Sanford, FL 32771

Highway Environmental LLC  
9824 NE 5th Ave Rd  
Miami Shores, FL 33138

Item No.	Description	Est. Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
5.01	For furnishing traffic control including Maintenance of Traffic (M.O.T.) the aggregate sum of	1	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00
Aggregate Sum								
6.01	For de-scaling and televising inspection of sewer mains, from 8" to 15" sections, the price per linear foot of	2500	\$20.00	\$50,000.00	\$15.00	\$37,500.00	\$0.01	\$25.00
Linear Foot								
6.02	For de-scaling and televising inspection of sewer mains, 16" through 21" sections, the price per linear foot of	1500	\$22.00	\$33,000.00	\$18.00	\$27,000.00	\$0.01	\$15.00
Linear Foot								
6.03	For de-scaling and televising inspection of sewer mains, 20" through 21" sections, the price per linear foot of	350	\$25.00	\$8,750.00	\$23.00	\$8,050.00	\$0.01	\$3.50
Linear Foot								
6.04	For de-scaling and televising inspection of sewer mains, from 24" to 36" section, the price per linear foot of	1150	\$28.00	\$32,200.00	\$25.00	\$28,750.00	\$20.00	\$23,000.00
Linear Foot								
7.0	Subtotal (Total of Items 1.01 Through 6.04)			\$1,166,228.04		\$1,367,044.00		\$1,446,771.54
8.01	For providing uniformed, off-duty policemen for the purpose of traffic control, the price per man-hour of	1	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
Aggregate Sum								
8.02	For cost of required construction permits and fees, if authorized by the Engineer, the sum of	1	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
Aggregate Sum								
8.03	For unforeseen conditions, for minor construction changes, if authorized by the Engineer, the sum of 5% of the subtotal, Item No. 7.00, (05) X (Subtotal, Item No. 7.00)	1	\$58,311.40	\$58,311.40	\$68,352.20	\$68,352.20	\$72,338.58	\$72,338.58
Aggregate Sum								
8.04	For cleaning and video inspection of any size sanitary sewer mains in excess of the quantities in Bid Item 1.01 paid at the same unit prices as Bid Item 1.01 through 1.10	1	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00
Aggregate Sum								
8.05	For de-scaling and video inspection of sewer mains of any size in excess of the quantities in the Bid Items 6.01 through 6.04, paid at the same unit prices as Bid Items 6.01 through 6.04	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Aggregate Sum								
Total BID (Items 7.0, 8.1, 8.02, 8.03, 8.04 and 8.05)				\$1,594,539.44		\$1,805,396.20		\$1,885,110.12

\* Revised due to error

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISIONING OF LARGE DIAMETER SEWERS,  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

CONTRACT NO. S-679

ESTIMATE: \$2,427,150.00

Item No.	Description	Est. Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
<p>TABULATION OF BIDS BIDDERS</p> <p>EnviroWaste Services Group, Inc.      National Water Main Cleaning Co.      Bid Date: August 12, 2016                      18001 Old Cutler Rd, #554      1806 Newark Turnpike      R &amp; C Engineering, Inc.                      Miami, FL 33157      Kearn, NJ 07032      Miami, FL 33172</p>								
1.01	For cleaning and television inspecting 24" sewer mains, the price per linear foot of	29500	\$9.00	\$265,500.00	\$6.50	\$194,700.00	\$10.25	\$302,375.00
1.02	For cleanings and television inspecting 27" to 36" sewer mains, the price per linear foot of	29500	\$13.00	\$383,500.00	\$9.35	\$275,825.00	\$11.00	\$324,500.00
1.03	For cleaning and television inspecting 42" to 48" sewer mains, the price per linear foot of	12500	\$20.00	\$250,000.00	\$11.00	\$137,500.00	\$15.00	\$187,500.00
1.04	For cleaning and television inspecting 54" to 60" sewer mains, the price per linear foot of	15500	\$24.00	\$372,000.00	\$15.15	\$234,825.00	\$26.00	\$310,000.00
1.05	For cleaning and television inspecting 66" to 78" sewer mains, the price per linear foot of	7000	\$60.00	\$420,000.00	\$22.00	\$154,000.00	\$25.00	\$175,000.00
1.06	For supplemental heavy cleaning of 24" sewer in addition to item no. 1.01 the price per linear foot of	1650	\$0.01	\$16.50	\$5.80	\$9,570.00	\$25.00	\$48,200.00
1.07	For supplemental heavy cleaning of 27" to 36" sewer in addition to item No. 1.02, the price per linear foot of	7300	\$0.01	\$73.00	\$8.70	\$63,510.00	\$30.00	\$219,000.00
1.08	For supplemental heavy cleaning of 42" to 48" sewer in addition to item no. 1.03, the price per linear foot of	3600	\$0.01	\$35.00	\$10.45	\$36,575.00	\$30.00	\$105,000.00
1.09	For supplemental heavy cleaning of 54" to 60" sewer in addition to item No. 1.04, the price per linear foot of	9000	\$0.01	\$90.00	\$11.00	\$99,000.00	\$35.00	\$315,000.00
1.10	For supplemental heavy cleaning of 66" to 78" sewer in addition to item No. 1.05, the price per linear foot of	6000	\$0.01	\$60.00	\$22.00	\$132,000.00	\$35.00	\$210,000.00
1.11	For supplemental payment for cleaning & video inspecting large diameter sewer lines, independent of pipe diameter & length in easement areas away from the vehicular traveled way, the price for each of	35	\$500.00	\$17,500.00	\$500.00	\$17,500.00	\$200.00	\$7,000.00
1.12	For cleaning and video inspection of manholes the price for each of	430	\$50.00	\$21,500.00	\$205.00	\$88,160.00	\$80.00	\$34,400.00

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISION OF LARGE DIAMETER SEWERS,  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

CONTRACT NO. S-879

ESTIMATE \$2,427,150.00

TABULATION OF BIDS									
Item No.	Description	Est. Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Bid Date
Bidder: National Water Main Cleaning Co. 1805 Newark Turnpike Kearny, NJ 07032 Bid Date: August 12, 2016 Bidder: Environmental Engineering, Inc. 10830 NW 23rd St Miami, FL 33172									
1.13	For cleaning and video inspection of pump station wet wells, the price for each of	35	\$1,000.00	\$35,000.00	\$7,000.00	\$245,000.00	\$7,000.00	\$245,000.00	\$52,500.00
Each									
2.01	For temporary isolation and evacuating 24" sewer sections via removable plugs for video inspection, the price for each of	85	\$0.01	\$0.85	\$200.00	\$17,000.00	\$200.00	\$17,000.00	\$42,500.00
Each									
2.02	For temporary isolation and evacuating 27" to 36" sewer sections via removable plugs for video inspection, the price for each of	60	\$0.01	\$0.60	\$350.00	\$21,000.00	\$350.00	\$21,000.00	\$33,000.00
Each									
2.03	For temporary isolation and evacuating 42" to 48" sewer sections via removable plugs for video inspection, the price for each of	25	\$0.01	\$0.25	\$500.00	\$12,500.00	\$500.00	\$12,500.00	\$14,500.00
Each									
2.04	For temporary isolation and evacuating 54" to 60" sewer sections via removable plugs for video inspection, the price for each of	25	\$0.01	\$0.25	\$600.00	\$15,000.00	\$600.00	\$15,000.00	\$15,000.00
Each									
2.05	For temporary isolation and evacuating 66" to 78" sewer sections via removable plug for video inspection, the price for each of	32	\$0.01	\$0.32	\$1,000.00	\$32,000.00	\$1,000.00	\$32,400.00	\$22,400.00
Each									
3.01	For by-pass pumping of Sewage, where authorized to facilitate TV inspection, in 24" sewer, the price for each of	35	\$0.01	\$0.35	\$200.00	\$7,000.00	\$200.00	\$7,000.00	\$35,000.00
Each									
3.02	For by-pass pumping of sewage, where authorized to facilitate TV inspection, in 27" through 36" sewers, the price for each of	25	\$0.01	\$0.25	\$350.00	\$8,750.00	\$350.00	\$8,750.00	\$25,000.00
Each									
3.3	For by-pass pumping of sewage, where authorized to facilitate TV inspection 42" through 48" sewer, the price for each of	24	\$0.01	\$0.24	\$500.00	\$12,000.00	\$500.00	\$12,000.00	\$24,000.00
Each									
3.04	For by-pass pumping of sewage, where authorized to facilitate TV inspection, in 54" through 60" sewer, the price for each of	5	\$7,500.00	\$37,500.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$7,500.00
Each									
3.05	For by-pass pumping of sewage where authorized to facilitate TV inspection, in 66" through 78" sewer, the price for each of	3	\$15,000.00	\$45,000.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$6,000.00
Each									
4.01	For reimbursement of tipping fees paid by the Contractor for disposal of materials cleaned from the sewer, the aggregate sum of	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Aggregate Sum									

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISIONING OF LARGE DIAMETER SEWERS,  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

CONTRACT NO. S-879

ESTIMATE: \$2,427,150.00

TABULATION OF BIDS  
BIDDERS

Bid Date: August 12, 2016

EnviroWaste Services Group, Inc.  
18001 Old Cutler Rd, #554  
Miami, FL 33157

R.G. Engineering, Inc.  
10830 NW 23rd St  
Miami, FL 33172

Item No.	Description	Est. Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
5.01	For furnishing traffic control including Maintenance of Traffic (M.O.T.) the aggregate sum of	1	\$10.00	\$10.00	\$25,000.00	\$25,000.00	\$25,000.00	\$50,000.00
Aggregate Sum		2500	\$10.00	\$25,000.00	\$21.00	\$52,500.00	\$10.00	\$25,000.00
6.01	For de-scaling and televising inspection of sewer mains, from 8" to 15" sections, the price per linear foot of	Linear Foot						
6.02	For de-scaling and televising inspection of sewer mains, 16" through 18" sections, the price per linear foot of	Linear Foot	\$5.00	\$7,500.00	\$23.00	\$34,500.00	\$7.00	\$19,500.00
6.03	For de-scaling and televising inspection of sewer mains, 20" through 21" sections, the price per linear foot of	Linear Foot	\$10.00	\$3,500.00	\$40.00	\$14,000.00	\$18.00	\$6,300.00
6.04	For de-scaling and televising inspection of sewer mains, from 24" to 36" section, the price per linear foot of	Linear Foot	\$30.00	\$34,500.00	\$42.00	\$48,300.00	\$25.00	\$28,750.00
7.0	Subtotal (Total of Items 1.01 Through 6.04)	Linear Foot		\$1,958,287.61		\$2,042,705.00		\$2,682,925.00
8.01	For providing uniformed, off-duty policemen for the purpose of traffic control, the price per man-hour of	1	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
8.02	For cost of required construction permits and fees, if authorized by the Engineer, the sum of	Aggregate Sum		\$70,000.00		\$70,000.00		\$70,000.00
8.03	For unforeseen conditions, for minor construction changes, if authorized by the Engineer, the sum of 5% of the subtotal, Item No. 7.00, (05) X (Subtotal, Item No. 7.00)	Aggregate Sum		\$97,914.38	\$102,135.25	\$102,135.25	\$151,592.00 *	\$134,146.25
8.04	For cleaning and video inspection of any size sanitary sewer mains in excess of the quantities in Bid Item 1.01 paid at the same unit prices as Bid Item 1.01 through 1.10	Aggregate Sum		\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00
8.05	For de-scaling and video inspection of sewer mains of any size in excess of the quantities in the Bid Items 6.01 through 6.04, paid at the same unit prices as Bid Items 6.01 through 6.04	Aggregate Sum		\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total BID (Items 7.0, 8.1, 8.02, 8.03, 8.04 and 8.05)		Aggregate Sum		\$2,426,201.99		\$2,514,840.25		\$3,187,071.25

Revised due to error

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# Memorandum



DATE: August 29, 2016

TO: Isaac Smith, Manager Construction Contracts  
Water & Sewer Department

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



SUBJECT: Compliance Review  
Project No. S-879  
Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with  
County Option to Renew for an Additional Two Years on a Yearly Basis.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise (SBE/GS) program for goods and services. The contract measures established for this project is 1.12% SBE/GS goal measure.

The Miami Dade Water and Sewer Department has submitted bid documents for the firms listed below for compliance review. Following is the pre-award compliance status and summary.

FIRM

STATUS

- |                                     |           |
|-------------------------------------|-----------|
| 1. Flotech Environment, LLC         | Compliant |
| 2. Layne Inliner, LLC               | Compliant |
| 3. V Engineering & Consulting Corp. | Compliant |

SUMMARY:

**Flotech Environment, LLC (#1)** submitted the required Schedule of Intent (SOI) Affidavit committing to utilize Safety Systems Barricades, Corp., to perform traffic control devices at 1.12%. Flotech Environment, LLC signed its respective SOI Affidavit in agreement with the information listed. Flotech Environment, LLC is in compliance with the Implementing Order for the SBE/GS program for the purchase of goods and services.

**Layne Inliner, LLC (#2)** submitted the required Schedule of Intent (SOI) Affidavit committing to utilize 300 Engineering Group, P.A. Inc., to perform MOT plans/permits at 1.12%. Layne Inliner signed its respective SOI Affidavit in agreement with the information listed. Layne Inliner is in compliance with the Implementing Order for the SBE/Construction program for the purchase of construction services.

**V Engineering & Consulting Corp. (#3)** submitted the required Schedule of Intent (SOI) Affidavit committing to utilize A&B pipe and Supply, Inc., to perform markers, plaque and traffic control devices at 1.12%. V Engineering & Consulting Corp. signed its respective SOI Affidavit in agreement with the information listed. V Engineering & Consulting Corp. is in compliance with the Implementing Order for the SBE/Construction program for the purchase of construction services.

Isaac Smith  
August 29, 2016  
Compliance Review, Project No. S-879  
Page 2

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of August 1, 2016. Also, a review of the History of Violations Report as of August 19, 2016 indicates that none of the aforementioned firms have an open violation.

Please note that SBD staff reviewed and addressed compliance with the SBE/Cons and SBE/GS programs. The Capital Improvements Section of the WASD is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Angel Castro at (305) 375-3149.

c: Laurie Johnson, SBD, ISD  
File



# SCHEDULE OF INTENT AFFIDAVIT (SOI)

## SMALL BUSINESS ENTERPRISE - GOODS AND SERVICES (SBE/GS) PROGRAM

**THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE-GOODS AND SERVICES (SBE/GS) MEASURES**

Name of Bidder/Proposer Layne Tabling LLC Contact Person Michelle Cannon  
 Address 2531 Jewett Lane, Sanford, FL 32771 Phone 407-472-0014 Fax 407-472-0012 Email mitcannon@laynetabling.com  
 Project Name 2020-2021 Countywide Contract for Cleaning and Maintenance of City District Sewers Project Number 5-879  
 SBE - G/S Contract Measure \_\_\_\_\_

**This section must be completed by the Bidder/Proposer and the SBE/GS Subcontractor that will be utilized for scopes of work on the project**

Name of Bidder/Proposer	(if applicable) SBE/GS Certification No.	(if applicable) Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Bidder	Bidder % of Bid
300 Eng. Group, P.A.	15261	03/31/18	91831	MOT plans/permits	1.12
Prime Contractor Total Percentage:					
Subcontractor Total Percentage:					1.12

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

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE-G/S subcontractor if awarded the listed project.

Bidder/Proposer Signature [Signature] Bidder/Proposer Print Name VP Bidder/Proposer Print Title \_\_\_\_\_  
 Date 7/25/16

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.

SBE/GS Subcontractor Signature [Signature] SBE/GS Subcontractor Print Name Franklin A. Torrealba SBE/GS Subcontractor Print Title Director  
 Date 7/29/16

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

List of Certified Firms: <http://www.miamidade.gov/smallbusiness/certification-lists.asp>

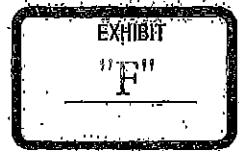
SBD's Website: <http://www.miamidade.gov/smallbusiness>

Small Business Development Division - Internal Services Department

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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	S-846	CON	LAYNE INLINER LLC	1/27/2014	Miguel Pichardo	Completion of construction	4.0
WS	P0038	7360	LAYNE INLINER LLC	8/24/2011	Lourdes Delgado	Project conclusion or closeout	3.7

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.9

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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 \_\_\_\_\_ Layne Inliner, 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 Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis, Contract No. S-879

at the unit prices reflected in the Proposal, for an aggregate amount up to Three Million Dollars and No Cents (U.S. Dollars) \$3,000,000.00. The Contract will be awarded for an aggregate amount of up to \$3,000,000 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 County Mayor or County Mayor's 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 \$3,000,000. Each renewal option will be for a one-year period and up to \$1,500,000. 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 the 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 its 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.

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## CONTRACT

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 Terms and Conditions, 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 -159), the Small Business Enterprise (SBE) Program Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Community Workforce Program County Code Section 2-1701; 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) (if Ordinance 97-215 as amended by Ordinance 99-15 is applicable); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

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 it 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".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11D(1) Termination for Convenience.

**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

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

**WHEN THE CONTRACTOR IS A CORPORATION**

(CORPORATION SEAL)

ATTEST

\_\_\_\_\_  
Assistant (Secretary)

**Stephanie McGregor**  
(Print or type name)

**Layne Inliner, LLC**

(Name of Corporation)

By: \_\_\_\_\_  
(Signature of Officer)

**Mark Harris**

(Print or type name)

**Vice President**

(Official Title)

**2531 Jewett Lane**

**Sanford, FL 32771**

(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.



**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 Mark Harris 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 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: [Signature]  
Signature of Affiant

September 14, 20 16  
Date

Mark Harris, Vice President  
Printed Name of Affiant and Title


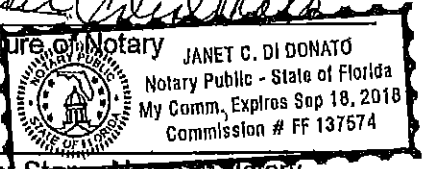
0 / 1 - 0 / 6 / 8 / 4 / 6 / 8 / 2 /  
Federal Employer Identification Number

Layne Inliner, LLC  
Printed Name of Firm

2531 Jewett Lane, Sanford, FL 32771  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14th day of September, 2016

He/She is personally known to me ~~or has presented~~ \_\_\_\_\_  
~~an identification~~ Type of Identification

  
Signature of Notary  
  
Print or Stamp Name of Notary

FF 137574  
Serial Number  
Sept. 18, 2018  
Expiration Date

Notary Public – State of Florida

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Miami-Dade County

# VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

## Internal Services Department (ISD) Procurement Management Services Division Vendor Services Section

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974

Telephone: 305-375-5773

[www.miamidade.gov/procurement](http://www.miamidade.gov/procurement)

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.

### FEDERAL EMPLOYER

#### IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

FEIN

01-0684682

### NORTH AMERICAN INDUSTRY

#### CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

NAICS Code



## SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)

LAYNE INLINER, LLC

A) Name of Entity, Individual(s), Partners or Corporation

2531 JEWETT LANE

SANFORD

B) Doing Business As (if same as line A, leave blank)

FL

USA

32771

Street Address (P.O. Box Number is not permitted)

City

State (U.S.A.)

Country

Zip Code

### 1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS				CHECK BOXES BELOW													
FULL LEGAL NAME	TITLE	ADDRESS		GENDER		RACE / ETHNICITY											
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other						
NONE																	
OWNERS																	
FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS		GENDER		RACE / ETHNICITY										
					M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other					
If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".																	
OTHER CORPORATIONS			% OF OWNERSHIP														
LAYNE CHRISTENSEN COMPANY			100														

**2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT**

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Does your firm provide paid health care benefits for its employees? Yes  No \_\_\_\_\_
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES	
	Males	Females
White	SEE ATTACHED "INTERNAL WORKFORCE ANALYSIS" FOR LAYNE CHRISTENSEN COMPANY'S SUBSIDIARIES	
Black		
Hispanic		
Asian/Pacific Islander		
Native American/Alaskan Native		
Other		
<b>Total Number of Employees</b>		

Total Employees

**3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION**

(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

**4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT**

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
- The Rehabilitation Act of 1973, 29 U.S.C. Section 794
- The Federal Transit Act, as amended, 49 U.S.C. Section 1612
- The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:  
Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

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**5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

---

**6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT**

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

---

**7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT**

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

---

**8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT**

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

---

**9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT**

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

---

**10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT**

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

---



**AFFIRMATION**

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

*[Handwritten Signature]*  
(Signature of Affiant)

SEPT. 14, 2016  
(Date)

MARK HARRIS, V.P.  
Printed Name of Affiant and Title

**NOTARY PUBLIC INFORMATION**

Notary Public - State of: FLORIDA State SEMINOLE County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14TH day of SEPT. 20 16

by MARK HARRIS He or she is personally known to me  Or has produced identification

Type of Identification Produced  
*[Handwritten Signature]*  
Signature of Notary Public



Print or Stamp of Notary Public      Expiration Date      Notary Public Seal (When applicable)

CHAPTER 5

INTERNAL WORKFORCE ANALYSIS - LAYNE

EEO Category	Category Number	Job Group	Total Employees	Male Total	Am. Indian	Asian	Black	Hispanic	Two or More	White	Female Total	%Female	Am. Indian	Asian	Black	Hispanic or Pacific Islander	Two or More	White	Total Minority	%Minority	
Executive/Senior Managers	101		7	7	0	0	1	0	0	0	0	0.00%	0	0	0	0	0	0	0	1	14.29%
		101	7	7	0	0	1	0	0	0	0	0.00%	0	0	0	0	0	0	0	1	14.29%
First/Mid Managers	102		53	47	0	0	0	1	1	0	45	11.32%	0	0	0	0	0	0	0	2	3.77%
		102	53	47	0	0	0	1	1	0	45	11.32%	0	0	0	0	0	0	0	2	3.77%
Middle Managers	103		112	104	0	0	0	0	0	104	8	7.14%	0	0	0	0	0	0	0	0	0.00%
		103	112	104	0	0	0	0	0	104	8	7.14%	0	0	0	0	0	0	0	0	0.00%
Professionals	200		111	102	0	0	0	0	3	0	94	8.11%	0	0	0	0	0	0	0	6	5.41%
		201	111	102	0	0	0	0	3	0	94	8.11%	0	0	0	0	0	0	0	6	5.41%
Technicians	300		20	20	1	1	1	0	1	0	18	0.00%	0	0	0	0	0	0	0	4	20.00%
		301	20	20	1	1	1	0	1	0	18	0.00%	0	0	0	0	0	0	0	4	20.00%
Sales	400		12	11	0	0	0	0	0	0	11	8.33%	0	0	0	0	0	0	0	0	0.00%
		401	12	11	0	0	0	0	0	0	11	8.33%	0	0	0	0	0	0	0	0	0.00%
Administrative Support	500		71	6	0	0	0	0	1	0	5	91.55%	0	2	1	0	0	1	0	5	7.04%
		501	71	6	0	0	0	0	1	0	5	91.55%	0	2	1	0	0	1	0	5	7.04%
Craft Workers	600		75	74	1	6	3	0	12	0	53	1.33%	0	1	0	0	0	0	0	22	29.33%
		601	75	74	1	5	3	0	12	0	53	1.33%	0	1	0	0	0	0	0	22	29.33%
Operatives	700		144	144	0	0	0	0	10	0	129	0.00%	0	0	0	0	0	0	0	15	10.42%
		701	144	144	0	0	0	0	10	0	129	0.00%	0	0	0	0	0	0	0	15	10.42%
Laborers	800		307	303	1	2	48	1	49	1	201	4.30%	0	0	0	0	0	0	0	102	33.22%
		801	307	303	1	2	48	1	49	1	201	4.30%	0	0	0	0	0	0	0	102	33.22%
Services Workers	900		2	2	0	0	0	0	1	0	1	0.00%	0	0	0	0	0	0	0	1	50.00%
		901	2	2	0	0	0	0	1	0	1	0.00%	0	0	0	0	0	0	0	1	50.00%
Total			914	820	3	12	58	1	78	1	687	94	10.28%	0	3	1	0	1	0	158	17.29%



May 2, 2012

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

LAYNE INLINER, LLC  
1900 SHAWNEE MISSION PKWY  
MISSION WOODS, KS 66205

Re: Document Number M02000001646

The Amendment to the Application of a Foreign Limited Liability Company for REYNOLDS INLINER, LLC which changed its name to LAYNE INLINER, LLC, an Indiana limited liability company authorized to transact business in Florida, was filed on May 1, 2012, effective May 1, 2012.

This document was electronically received and filed under FAX audit number H12000121256.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Gina McLeod  
Regulatory Specialist II  
Division of Corporation

Letter Number: 612A00013203



**MIAMI DADE COUNTY**  
**Small Business Development**  
**Firm History Report**

**FIRM NAME:** REYNOLDS INLINER, LLC  
 4520 N State Road 37  
 Orleans, IN 47452-0000

**From:** N/A **To:** N/A

PRIMES

PROJECT #	CONTRACT #	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
* P0038 (7360)	1	WS	NO MEASURE	07/13/2009	\$267,202.49
PRELIMINARY EVALUATION THE MD WASD SANITARY SEWER SYSTEM WITHIN THE CITY OF MIAMI SPRING FLORIDA					
* S-848 ESP	1	WS	NO MEASURE	04/06/2011	\$2,000,000.00
ONE YEAR COUNTRYWIDE CONTRACT FOR CLEANING AND TELEVISION OF LARGE DIAMETER SEWERS WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL THREE YEARS ON A YEARLY BASIS (S/C 16)					
					\$267,202.49
					\$2,000,000.00
Total Award Amount					\$2,267,202.49
Total Change Orders Approved by ECC					\$0.00
					\$2,267,202.49



DBDR0210\_E\_V20150827  
 Ver: 1

\* Indicates closed or expired contracts  
 Disclaimer: Payments shown may not reflect current information  
 Monday, September 26, 2016

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miamidade.gov

Water and Sewer  
PO Box 330316 • 3071 SW 39 Avenue  
Miami, Florida 33233-0316  
T 305-665-7471

Construction Contracts Section  
Tel: (786) 552-8989

October 14, 2016

VIA EMAIL

Layne Inliner, LLC  
2531 Jewett Lane  
Sanford, FL 32771

Subject: **NOTICE TO PROCEED**  
Two-Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis, Contract No. S-879, PCTS No. 14475 (Site Address: Countywide)

Gentlemen:

In reference to the subject project, notice is hereby given to proceed with the work on January 4, 2017. The Department reserves the right to change the Notice to Proceed date. The awarded amount of this project is for an aggregate amount up to \$3,000,000 for the initial two-year period. The County does not guarantee that the full amount of the Contract will be issued to, or paid to the contractor. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs. The Project completion date for the initial two-year period is January 4, 2019.

This letter shall serve as reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws codes and regulations.

Please contact Dalla Abrahante, Project Manager, at least 48 hours before you begin construction by telephoning (786) 268-5266.

Your executed contract books will follow.

Sincerely,

Isaac Smith, Manager  
Construction Contracts Section

cc: Arlyn Rull  
Manny Moncholl  
George Dansoh  
Rodolfo Martinez  
Juan Bedoya  
Al Galambos  
Inl Roberts  
David Vazquez  
Oscar Vasquez  
Edith Brown  
Manley Cobia  
John Caneparl, IG  
Allice Hidalgo-Gato, DSBD  
Surety Company  
File

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# Memorandum



Date:

To: Lester Sola, Director  
Water and Sewer Department

From: Arlyn Rull *[Signature]*  
Assistant Director  
Intergovernmental and Internal Operations

Subject: Recommendation Approving Award of a Construction Contract for CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades, Contract No.: S-889

CLERK OF THE BOARD  
2016 OCT 19 PM 2:45  
CLERK, CIRCUIT & COUNTY OFS  
MIAMI-DADE COUNTY, FLA  
#1

**RECOMMENDATION:**

Pursuant to the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Code of Miami-Dade County, it is recommended that the County Mayor or County Mayor's designee approve this contract award recommendation to the Poole & Kent Company of Florida to construct CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades, Contract No. S-889. The total compensation amount is \$24,905,200 with a total contract term of 660 days. This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

**DELEGATION OF AUTHORITY:**

Pursuant to Section 2-8.2.12 of the Code of Miami-Dade County, the County Mayor or County Mayor's designee is authorized to amend and execute the Contract. Pursuant to the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee will have the authority to amend and/or extend the 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.

**PROJECT NAME:**

CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades

**PROJECT DESCRIPTION:**

The project consists of furnishing all materials, labor, and equipment necessary to construct upgrades to the existing Plant 2 Digester Cluster 1 facility and electrical Substations 15 and 16 at the Central District Wastewater Treatment Plant (CDWWTP), located in Virginia Key, 3989 Rickenbacker Causeway, Section 16, Township 54, Range 42, Miami-Dade County, Florida 33149.

The scope of work includes, but is not limited to: furnishing all materials, labor, and equipment necessary for replacement of all existing equipment, valves, piping, electrical panels, conduits, cables, lighting, instrumentation, controls, building mechanical and louvers within the Digester Control Building and inside Digester Tank Nos. 1, 2, and 4; installation of new digester covers for Digester Tank Nos. 1, 2, and 4; installation of a new valve vault for Digester Cluster 1; replacement of all digester header yard piping beyond the valve vault which connects the Plant 2 Digester Clusters (including sanitary, hot water supply, hot water return, thickened sludge, and digester gas yard piping

beyond valve vault); extension of the existing Electrical Room at the Control Building; structural repairs to and recoating of Control Building and Digester Tank Nos. 1, 2, and 4; and demolition of existing electrical substation buildings in order to construct two new electrical substation buildings.

**PROJECT LOCATION:**

3989 Rickenbacker Causeway, Virginia Key, Miami-Dade County, Florida 33149

**SMALL BUSINESS DEVELOPMENT (SBD)**

**REVIEW DATE:** 06/09/2016

**SIGNOFF DATE:** 06/16/2016

**SBD REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** (See EXHIBIT "A", as attached)

TYPE	GOAL	COMMENT
SBE-Construction	10.10%	The estimated value is the product of the goal percentage multiplied by the sum of the Base Contract Amount plus the Contingency Allowance Amount.
SBE-Goods & Services	1.80%	The estimated value is the product of the goal percentage multiplied by the sum of the Base Contract Amount plus the Contingency Allowance Amount.
CWP	N/A	CWP not applicable. Project is not in a Target Area.

**PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:**

State General Contractor, General Engineering Contractor and/or other equivalent categories as applicable by Chapter 489 of the Florida Statutes or Chapter 10 of Miami-Dade County Code.

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):** (See EXHIBIT "B", as attached)

FIRM NAME	SUBCONTRACTOR OR SUPPLIER	SCOPE OF WORK OR MATERIALS & SERVICES
Benson Electric, Inc.	Subcontractor	Electrical
Mar's Contractors, Inc.	Subcontractor	Mechanical
Exceletech Coating and Application, LLC	Subcontractor	Protective Coating
Emerson Process Management Power & Water Solutions, Inc.	Subcontractor	Instrumentation
Sunshine State Air Conditioning Inc.	Subcontractor	HVAC
Gomez & Son Fence	Subcontractor	Fencing
Corcel Corp.	Supplier	Piping, Valves
Ovivo USA, LLC	Supplier	Digester Covers
Dixie Metal Products, Inc.	Supplier	Miscellaneous Metals
Barney's Pumps Inc.	Supplier	Submersible Sump Pumps
Shand & Jurs	Supplier	Digester Gas Flares
Ferguson Waterworks	Supplier	Piping, Valves

**APPLICABLE WAGES:** Yes  
**MANDATORY CLEARING HOUSE:** No  
**PRIMARY COMMISSION DISTRICT:** District 7      Xavier L. Suarez

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

**MANAGING DEPARTMENT:** Miami-Dade Water and Sewer Department

**FISCAL IMPACT / FUNDING SOURCE:** (See EXHIBIT "C", as attached)

**Capital Budget Project No. & Description:**  
964120 – WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS, Book Page: 56, Volume #3, Funding Year: Proposed Capital Budget Book for FY2016-17 and Prior Years' Funds

**Funding Sources:**  
Future WASD Revenue Bonds  
2015 WASD Revenue Bonds Sold  
Wastewater Renewal Fund

**OPERATIONS COST IMPACT/FUNDING:** \$880,000 per year. The funding source for the operating impact is WASD Operating Revenues.

**MAINTENANCE COST IMPACT/FUNDING:** \$400,000 per year. The funding source for the operating impact is WASD Operating Revenues.

**LIFE EXPECTANCY OF ASSET:** 40 years

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

**SUSTAINABLE BUILDINGS ORDINANCE: (Ord. No. 07-65)**  
This project does not qualify for compliance with the Sustainable Buildings Ordinance.

**TOTAL CONTRACT PERIOD:**  
The total contract period is 660 days. It includes a contract term of 600 days and a contingency period of 60 days.

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE CONTRACT AMOUNT:** \$ 22,040,000



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

Type	AMOUNT	PERCENT
INFRASTRUCTURE	\$ 2,204,000.00	10%

**DEDICATED ALLOWANCES:**

FOR PERMIT FEES:	\$661,200.00	3.00%
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**TOTAL DEDICATED ALLOWANCE:** \$ 661,200.00

**TOTAL CONTRACT AMOUNT:** \$ 24,905,200.00

**SEA LEVEL RISE (Ord. No. 14-79):**

The impact of sea level rise has been considered as part of the design.

**TRACK RECORD / MONITOR/SBD HISTORY OF VIOLATIONS:**

Due diligence was conducted by WASD and the Internal Services Department (ISD) in accordance with ISD's Procurement Guidelines to determine responsibility, including verifying corporate status, 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 Poole & Kent Company of Florida's responsibility. This information is being provided pursuant to Resolution R-187-12.

**EXPLANATION:**

On August 23, 2016, the Department received and opened three (3) bids in response to an advertisement for an open competitive solicitation for this construction contract. (See EXHIBIT "D", as attached). Below is a summary of the three bids:

Archer Western Contractors, LLC	\$ 24,622,474.00
Poole & Kent Company of Florida	\$ 24,905,200.00
PCL Construction, Inc.	\$ 27,670,310.00

The bid submittals of the apparent low bidder, Archer Western Contractors, LLC, and the second low bidder, Poole & Kent Company of Florida, were sent to the Internal Services Department's (ISD) Division of Small Business Development (SBD) for a compliance review with respect to the Small Business Enterprise participation goals assigned to this project. On September 1, 2016, SBD sent a notification of non-compliance letter to Archer Western Contractors, LLC (see EXHIBIT "E", as attached) and notified Archer Western Contractors, LLC that the sum of subcontractor goals from its Schedule of Intent Affidavits totaled 9.08%, which fell short of the contract's required 10.10% SBE-Construction subcontractor goal. Archer Western Contractors, LLC was further advised that this defect was not correctable, but it had the right to request a meeting with SBD within five (5) business days from the date of the notice of non-compliance to discuss the notice of non-compliance.

A meeting was conducted at SBD on September 13, 2016 with representatives from SBD, WASD, Archer Western Contractors, LLC and a lobbyist representing the firm to discuss the notice of non-compliance letter. During the meeting, representatives for Archer Western Contractors, LLC explained and defended Archer Western Contractors, LLC's total SBE-Construction goal of 9.08% and requested that SBD re-evaluate its submittal. On September 21, 2016, SBD advised Archer

Western Contractors, LLC, via email, that its failure to submit documentation to support its commitment to comply with the 10.10% SBE-Construction goal at the time of bid submittal deems the firm non-compliant with the contract requirements as governed by Section 10-33.02 of the Code and Implementing Order 3-22. (See EXHIBIT "F", as attached).

On September 1, 2016, after transmittal of the notice of non-compliance letter to Archer Western Contractors, LLC, SBD issued the results of its Compliance Review to WASD. SBD found the bid submitted by Poole & Kent Company of Florida to be Compliant and the bid submitted by Archer Western Contractors, LLC to be Non-Compliant. SBD noted that Archer Western Contractors, LLC's bid failed to meet the 10.10% SBE-Construction subcontractor participation goal and was not in compliance with the overall Small Business measure established for this contract. Pursuant to Implementing Order 3-22, the bid of a non-compliant firm is to be eliminated from consideration for award. Hence, the bid proffered by Poole & Kent Company of Florida, the second lowest bidder, was advanced and evaluated for award. SBD's Compliance Review, along with Poole & Kent Company of Florida's associated Schedule of Intent Affidavits, which demonstrates the firm's compliance with the contract's measures, are attached. (See EXHIBIT "G", as attached).

WASD then furnished the bid submittal from Poole & Kent Company of Florida to MWH Americas, Inc., the project's Engineer-of-Record, for evaluation. In a September 8, 2016 memorandum to WASD, MWH Americas, Inc. determined that Poole & Kent Company of Florida was qualified, found its bid responsive and recommended award (See EXHIBIT "H", as attached). Therefore, it is recommended that the project be awarded to the lowest responsible, responsive bidder, Poole & Kent Company of Florida, whose base bid is approximately 18.70% below the engineer's estimate.

ISD's Capital Improvements Information System (CIIS) database contains 33 evaluations for Poole & Kent Company of Florida. The dates of the evaluations range from 2009 to 2015 with an average overall rating of 3.6 points out of a possible 4 points, which is indicative of above average performance (See EXHIBIT "I", as attached).

The Contract, Collusion Affidavit and the Firm's Responsibility Affidavit (also called "Combined Affidavit") executed by Poole & Kent Company of Florida are attached as EXHIBIT "J", EXHIBIT "K" and Exhibit "L", respectively.

<b>SUBMITTAL DATE:</b>	08/23/2016
<b>ESTIMATED NOTICE TO PROCEED:</b>	09/12/2016
<b>PRIME CONTRACTOR:</b>	Poole & Kent Company of Florida
<b>COMPANY PRINCIPAL:</b>	Patrick H. Carr
<b>COMPANY QUALIFIERS:</b>	David A. Strickland
<b>EMAIL ADDRESS:</b>	patc@pkflorida.com
<b>COMPANY ADDRESS:</b>	1781 NW North River Drive Miami, FL 33125
<b>YEARS IN BUSINESS:</b>	12 years

**PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST FIVE (5) YEARS:**

According to the Firm History Report (attached as EXHIBIT "M") provided by the Internal Services Department's, Division of Small Business Development, Poole & Kent Company of Florida has been awarded six (6) construction contracts in the past 5 years with the County, with a total value of \$79,538,215.47. Four (4) of these contracts were awarded by the Board of County Commissioners (Board) and one (1) via the County's Miscellaneous Construction Program 7360. On February 2, 2016, the Board approved a Deductive Change Order to Poole & Kent Company of Florida for \$500,000. Additionally, on September 20, 2011, the Board awarded a design-build project to the Poole & Kent Company of Florida in the amount of \$2,434,414.

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes**

In addition to licensing requirements, bidders were required to have the following minimum construction experience:

- Bidders shall have successfully completed the construction of three (3) projects, including new wastewater digester tanks or rehabilitation of existing wastewater digester tanks. A minimum of one (1) project shall include the installation of new digester tank floating covers.
- Due to the complexity of the project and in order to ensure that the plant remains operational while work is on-going, bidders shall be experienced in the construction of new or rehabilitation of existing wastewater treatment plant biosolids systems, which include return/waste activated sludge pump stations, sludge thickening, digester, and dewatering systems.
- The bidder or bidder's electrical subcontractor shall have successfully completed a minimum of three (3) projects demonstrating experience with medium or high voltage power supply systems, including transformers and switchgear.

**CONTRACT MANAGER NAME/PHONE/EMAIL:**

Isaac Smith / 786-268-5196 / ISMIT01@miamidade.gov

**PROJECT MANAGER NAME/PHONE/EMAIL:**

Huren An / 786-268-5156 / Huren.An@miamidade.gov

**BACKGROUND:**

On May 21, 2013, the Board of County Commissioners authorized the execution of a Consent Decree between Miami-Dade County, the United States of America, the State of Florida and the Florida Department of Environmental Protection, for improvements to the County's wastewater collection and treatment system.

This project is one in a series of projects at the Central District Wastewater Treatment Plant (CDWWTP) required to comply with the Consent Decree. The purpose of this project is to restore the loss of digestion capacity at the plant. This condition will result in a decline of biogas and methane production for power generation and un-stabilized sludge that will require landfill disposal.

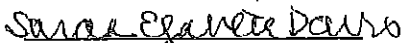
SIGNATURE PAGE

CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades  
Project No: N/A ; Contract No: S-889

  
\_\_\_\_\_  
JENNIFER MOON  
OMB DIRECTOR 

10/19/16  
DATE

APPROVED AS TO LEGAL  
SUFFICIENCY

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

10/18/16  
DATE

  
\_\_\_\_\_  
LESTER SOLA, WASD DIRECTOR  
ON BEHALF OF MAYOR CARLOS A. GIMENEZ

10/17/16  
DATE



**Small Business Development Division**  
*Project Worksheet*

**Project/Contract Title:** CD 2.15(1) PLANT 2 CLUSTER 1 DIGESTER UPGRADES  
**Project/Contract No:** S-889  
**Department:** WATER AND SEWER  
**Estimated Cost of Project/Bid:** \$29,821,902.00  
**Description of Project/Bid:** In general, the project consists of furnishing all materials, labor, and equipment necessary for upgrades to the existing Plant 2 Digester Cluster 1 facility and electrical Substation 15 and 16 at the Central District Wastewater Treatment Plant (CDWWTP), located in Virginia Key, 3989 Rickenbacker Causeway, Section 16, Township 54, Range 42, Miami-Dade County, Florida 33149.

**Received Date:** 06/09/2016  
**Funding Source:** BW 685, REVENUE BONDS  
**SOLD**  
**Resubmittal Date(s):**



Contract Measure Recommendation		
Measure	Program	Goal Percent
Goal	SBE/GS	1.80%
Goal	SBE/CONS	10.10%

**Goals for Recommendation**

**SMALL BUSINESS ENTERPRISE - CONSTRUCTION**  
 An analysis of the factors contained in Section VI. C. of Implementing Order 3-22 indicates that a 10.1% Small Business Enterprise - Construction (SBE-CONS) subcontractor goal is appropriate for the trades of Water & Sewer Line Related Structures Construction (0.15%-Water & Sewer Line Contractors), Other Heavy & Civil Engineering Construction (1.96%-Civil), Structural Steel & Precast Concrete Contractors (1.31%-Metals-0.71%, Structural-0.60%), Site Preparation Contractors (0.58%-Demolition/Cleanup), Painting & Wall Covering Contractors (0.50%-Coatings/Finishes), Electrical Contractors & Other Wiring Installation Contractors (3.60%-Electrical), Plumbing, Heating and Air-Conditioning Contractors (1.66%-HVAC-0.59%, Mechanical-1.08%), Poured Concrete Foundation and Structure Contractors (0.34%-Concrete Contractors).

**SMALL BUSINESS ENTERPRISE - GOODS & SERVICES**  
 An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates a 1.8% Small Business Enterprise - Goods & Services Sub-Contractor Goal is also appropriate for this contract in Wrecking & Removal Services (0.55%) (96897), Pipe, Valves & Fittings (0.55%) (99879), Sod & Grass (0.55%) (79000), Sand & Gravel (0.05%) (75077), & Hauling Services (0.10%) (96239).

CWP Not Applicable; Not in DTA

Commodity Code: 75077-Sand And Gravel; 79000-Seed, Sod, Soil, And Inoculants; 96239-Hauling Services; 96897-Wrecking And Removal Services; 99879-Pipe, Valves And Fittings  
 Trade Category: 237110-Water And Sewer Line And Related Structures Construction; 237990-Other Heavy And Civil Engineering Construction; 238110-Poured Concrete Foundation And Structure Contractors; 238120-Structural Steel And Precast Concrete Contractors; 238210-Electrical Contractors And Other Wiring Installation Contractors; 238220-Plumbing, Heating, And Air-Conditioning Contractors; 238320-Painting And Wall Covering Contractors; 238910-Site Preparation Contractors

Small Business Contract Measure Recommendation				
	Cat.	Estimated Value	% of Items to Base Bid	Availability
Subtrade				
Pipe, Valves and Fittings	SBE/GS	\$164,020.46	0.55%	
Wrecking and Removal Services	SBE/GS	\$164,020.46	0.55%	
Hauling Services	SBE/GS	\$29,821.90	0.10%	
SEED, SOD, SOIL, AND INOCULANTS	SBE/GS	\$164,020.46	0.55%	
Sand and Gravel	SBE/GS	\$14,910.95	0.05%	
Water and Sewer Line and Related Structures Construction	SBE/CONS	\$44,732.85	0.15%	
Site Preparation Contractors	SBE/CONS	\$172,967.03	0.58%	
Poured Concrete Foundation and Structure Contractors	SBE/CONS	\$101,394.47	0.34%	
Structural Steel and Precast Concrete Contractors	SBE/CONS	\$390,666.92	1.31%	
Electrical Contractors and Other Wiring Installation Contractors	SBE/CONS	\$1,073,588.47	3.60%	
Plumbing, Heating, and Air-Conditioning Contractors	SBE/CONS	\$495,043.57	1.66%	
Painting and Wall Covering Contractors	SBE/CONS	\$149,109.51	0.50%	
Other Heavy and Civil Engineering Construction	SBE/CONS	\$584,509.28	1.96%	
<b>Total</b>		<b>\$3,548,806.34</b>	<b>11.90%</b>	

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Small Business Development Division
Project Worksheet

Project/Contract Title: CD 2.15(1) PLANT 2 CLUSTER 1 DIGESTER UPGRADES
Project/Contract No: S-889
Department: WATER AND SEWER
Estimated Cost of Project/Bid: \$29,821,902.00
Funding Source: EW 685, REVENUE BONDS
Received Date: 06/09/2016
SOLD

Living Wages: YES [ ] NO [X]
Responsible Wages: YES [X] NO [ ]
Highway: YES [ ] NO [X]
Building: YES [X] NO [ ]
Heavy Construction: 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.

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 6/16/16

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

Firm Name of Prime Contractor/Respondent Poolco & Kent Company of Florida FEIN # 75-3163466  
 Project/Contract Number Plant 2 Digester Cluster 1 Upgrades, Contract No. S-889

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 purchases 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 charge 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/ Subcontractant	Principal Owner	Principal Owner (Enter the number of male and female owners by race/ethnicity)						Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)											
		Race/Ethnicity						Race/Ethnicity											
		Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other				
Renson Electric, Inc.	Jim Clark	X																	
Mars Contractors, Inc.	Marcus Riggins	X																	
Excelsatech Coating and Applications, LLC	Larry Muozia	X																	
Business Name and Address of First Tier Direct Supplier	Principal Owner	Principal Owner (Enter the number of male and female owners by race/ethnicity)						Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)											
		Race/Ethnicity						Race/Ethnicity											
		Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other				
Ovivo USA, LLC.																			
Corcel Corp.																			
Dixie Metals Products, Inc.																			

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/Development on-line to the Small Business Development Division of the Internal Services Department at: <http://www.miamidade.gov/smallbusiness/business-development>.

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

Signature of Bidder/Respondent [Signature] Patrick H. Carr Print Name  
 President & CEO 9/22/2016 Date  
 Print Title



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

Firm Name of Prime Contractor/Respondent Pool & Kent Company of Florida FEIN # 75-3163466  
 Project/Contract Number Plant 2 Digester Cluster 1 Upgrades, Contract No. S-889


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 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/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	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			Gender	Race/Ethnicity						
			M	F	White	Black	Hispanic	American Indian/Alaskan	Native Hawaiian	Other	M	F	White	Black	Hispanic	American Indian/Alaskan	Native Hawaiian	Other
Sunshine State AC, Inc.	Mauricio Correa	HVAC	X			X					X							
Emerson Process	Thomas Dieck	Instrumentation	X			X					X							
Gomez & Son Fence	Albert Aguirre	Fence	X			X					X							
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			Gender	Race/Ethnicity						
			M	F	White	Black	Hispanic	American Indian/Alaskan	Native Hawaiian	Other	M	F	White	Black	Hispanic	American Indian/Alaskan	Native Hawaiian	Other
Barney's Pumps, Inc.		Submersible Sump Pumps																
Shand & Jurs		Digester Gas Flares																
Ferguson Waterworks		Piping, valves																

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 Internal Services Department at <http://www.miamidade.gov/smallbusiness/business-development-forms.asp>.

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

  
 Signature of Bidder/Respondent Patrick H. Carr Print Name  
 President & CEO  
 Date 9/22/2016  
 SUB 100 Rev. 12/05



**ISD Form 7 - Subcontractor/Supplier Listing  
Business Addresses**



**Benson Electric Inc.**  
10475 SW 186 Street  
Miami, FL 33157

**Mar's Contractors, Inc.**  
13303 SW 135 Avenue  
Miami, FL 33186

**Exceletech Coating and Applications,  
LLC.**  
221 N. Highway #27, Suite I  
Clermont, FL 34711

**Sunshine State Air Conditioning Inc.**  
4960 NW 165 Street, B-11  
Miami, FL 33014

**Emerson Process Management Power  
& Water Solutions, Inc.**  
200 Beta Drive  
Pittsburgh, PA 15238

**Gomez & Son Fence**  
10805 NW 22<sup>nd</sup> Street  
Miami, FL 33172

**Ovivo USA, LLC.**  
4246 Riverboat Road, Suite 300  
Salt Lake City, UT 84123

**Corcel Corp.**  
2461 NW 23 Street  
Miami, FL 33142

**Dixie Metal Products, Inc.**  
442 SW 54<sup>th</sup> Court  
Ocala, FL 34474

**Barney's Pumps, Inc.**  
2965 Barneys Pump Place  
Lakeland, FL 33812

**Shand & Jurs**  
10508 NW 22<sup>nd</sup> Street  
Miami, FL 33172

**Ferguson Waterworks**  
1950 NW 18 Street  
Pompano Beach, FL 33069



## FY 2016 - 17 Proposed Budget and Multi-Year Capital Plan

### AUTOMATION OF WATER TREATMENT PLANTS

PROJECT #: 963110

DESCRIPTION: Construct facilities and install equipment to automate functions at water treatment plants  
 LOCATION: Systemwide District Located: Systemwide  
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Future WASD Revenue Bonds	0	330	0	0	0	0	0	0	330
WASD Revenue Bonds Sold	1,916	0	0	0	0	0	0	0	1,916
<b>TOTAL REVENUES:</b>	<b>1,916</b>	<b>330</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,246</b>
EXPENDITURE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Construction	1,916	330	0	0	0	0	0	0	2,246
<b>TOTAL EXPENDITURES:</b>	<b>1,916</b>	<b>330</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,246</b>

### WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS

PROJECT #: 964120

DESCRIPTION: Design, construct, and rehabilitate infrastructure at wastewater treatment plants to comply with EPA Consent Decree  
 LOCATION: Various Sites District Located: Countywide  
 Throughout Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Future WASD Revenue Bonds	123,944	59,544	111,162	96,624	93,374	91,218	101,119	939,289	1,616,274
WASD Revenue Bonds Sold	48,676	0	0	0	0	0	0	0	48,676
Wastewater Renewal Fund	17,619	0	0	0	0	0	0	0	17,619
<b>TOTAL REVENUES:</b>	<b>190,239</b>	<b>59,544</b>	<b>111,162</b>	<b>96,624</b>	<b>93,374</b>	<b>91,218</b>	<b>101,119</b>	<b>939,289</b>	<b>1,682,569</b>
EXPENDITURE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Construction	124,414	102,889	101,158	87,928	84,970	83,008	92,019	854,753	1,531,139
Major Machinery and Equipment	2,734	2,261	2,223	1,932	1,668	1,825	2,022	18,786	33,651
Planning and Design	9,570	7,915	7,781	6,764	6,536	6,385	7,078	65,750	117,779
<b>TOTAL EXPENDITURES:</b>	<b>136,718</b>	<b>113,065</b>	<b>111,162</b>	<b>96,624</b>	<b>93,374</b>	<b>91,218</b>	<b>101,119</b>	<b>939,289</b>	<b>1,882,569</b>

Estimated Annual Operating Impact will begin in FY 2018-19 in the amount of \$50,000,000

### NEEDS ASSESSMENTS PROJECTS - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 964350

DESCRIPTION: Construction of water and sewer enhancements including water mains, pipelines and sewer collection systems  
 LOCATION: Various Sites District Located: Systemwide  
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
BBC GOB Financing	1,857	1,845	2,630	2,555	2,446	350	200	0	11,883
BBC GOB Series 2005A	1,686	0	0	0	0	0	0	0	1,686
BBC GOB Series 2008B	1,504	0	0	0	0	0	0	0	1,504
BBC GOB Series 2008B-1	2,288	0	0	0	0	0	0	0	2,288
BBC GOB Series 2013A	25	0	0	0	0	0	0	0	25
BBC GOB Series 2014A	259	0	0	0	0	0	0	0	259
<b>TOTAL REVENUES:</b>	<b>7,619</b>	<b>1,845</b>	<b>2,630</b>	<b>2,555</b>	<b>2,446</b>	<b>350</b>	<b>200</b>	<b>0</b>	<b>17,645</b>
EXPENDITURE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Construction	5,405	1,845	2,630	2,555	2,446	350	200	0	15,431
Permitting	179	0	0	0	0	0	0	0	179
Planning and Design	2,035	0	0	0	0	0	0	0	2,035
<b>TOTAL EXPENDITURES:</b>	<b>7,619</b>	<b>1,845</b>	<b>2,630</b>	<b>2,555</b>	<b>2,446</b>	<b>350</b>	<b>200</b>	<b>0</b>	<b>17,645</b>

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

CD 2.15(1) - PLANT 2 DIGESTER 1 CLUSTER UPGRADES

CONTRACT NO. S-889

ESTIMATE: \$27,110,820.00

TABULATION OF BIDS

Item No.	Description	Est. Quantity	Unit Cost	Amount	Bid	Unit Cost	Amount	Bid	Unit Cost	Amount
<p>**Note: Bid submitted from Archer Western Contractors, LLC, the low bidder, was determined to be "Non-compliant" by SBD and therefore eliminated from consideration for Award.</p>										
<p>BIDDERS: (See Note **) Archer Western Contractors, LLC                      1787 NW North River Drive                      Miami, FL 33125</p>										
<p>Bid Date: August 23, 2016                      PCL Construction, Inc.                      15807 Biscayne Blvd, Ste# 117                      North Miami Beach, FL 33160</p>										

1	For performing preparatory work and operations in mobilizing for beginning the work of the Project, shall include, but not be limited to; those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary facilities, safety equipment and first aid supplies, sanitary and other facilities; shop drawings and contractor submittals, the costs of bonds, required insurance and other preconstruction expense but excluding the actual cost of permits, which are paid under a separate dedicated allowance account and excluding the cost of materials which are paid under another bid item (\$); the aggregate sum of (not to exceed 10% of the subtotal of bid items)	1	2,000,000	\$2,000,000.00	\$1,100,000.00	\$1,100,000.00	\$2,100,000.00	\$2,100,000.00	\$2,100,000.00	\$2,100,000.00
		Aggregate Sum (Divided into 4 payments)	1	10,000	\$10,000.00	\$505,000.00	\$505,000.00	\$200,000.00	\$200,000.00	\$200,000.00
2	For all other costs incurred in selling and delivering to the OWNER the entire Project equipment and materials not included in other proposal items, the aggregate sum of	1	10,000	\$10,000.00	\$505,000.00	\$505,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
		Aggregate Sum	1	10,000	\$10,000.00	\$16,000.00	\$16,000.00	\$140,000.00	\$140,000.00	\$140,000.00
3	For all other costs incurred in completing the Project including installation of all materials, equipment and supplies furnished under Item No. 2 including all other labor, bond insurance, other miscellaneous cost, and overhead and profit for the Project, complete; the aggregate sum of	1	50,000	\$50,000.00	\$27,000.00	\$27,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
		Aggregate Sum	1	120,000	\$120,000.00	\$23,000.00	\$23,000.00	\$150,000.00	\$150,000.00	\$150,000.00
4	For the demolition, removal and disposal of the existing yard piping between the existing Cluster 1 valve vault and the Control Building, including removal of debris from the project site to allow for the construction of a new concrete Cluster 1 valve vault, the aggregate sum of	1	140,000	\$140,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
		Aggregate Sum	1	140,000	\$140,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00	\$100,000.00
5	For the demolition, removal and disposal of Digester Tank No. 2 cover, access platform, and cover accessories; the aggregate sum of	1	140,000	\$140,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
		Aggregate Sum	1	140,000	\$140,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00	\$100,000.00
6	For the demolition, removal and disposal of all process mechanical pipes, pipe supports, valves, equipment pads and associated appurtenances inside the Cluster 1 Control Building and Digester Tank No. 1, 2, and 4; the aggregate sum of	1	140,000	\$140,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
		Aggregate Sum	1	140,000	\$140,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00	\$100,000.00



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MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

CD 2.15(1) - PLANT 2 DIGESTER 1 CLUSTER UPGRADES

CONTRACT NO. S-889

ESTIMATE: \$27,110,820.00

TABULATION OF BIDS		(See Note *)		Bid Date: August 23, 2016		
Item No.	Description	Est. Quantity	Unit Cost	Amount	Unit Cost	Amount
<p>**Note: Bid submitted from Archer Western Contractors, LLC, the low bidder, was determined to be "Non-compliant" by SBD and therefore eliminated from consideration for Award.</p>						
BIDDERS:		Archer Western Contractors, LLC		PCL Construction, Inc.		
		1781 NW North River Drive Miami, FL 33125		15807 Biscayne Blvd, Ste# 117 North Miami Beach, FL 33160		
7	For salvaging and providing OWNER with the existing sludge transfer pumps, sludge recirculation pumps, gas booster and their associated motor in a condition consistent with that prior to equipment extraction; the aggregate sum of	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Aggregate Sum		1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
8	For the demolition, removal and disposal of all process mechanical equipment, appurtenance, and other items not indicated to be salvaged including, but not limited to, heat exchanger units and roof mounted digester gas flares; the aggregate sum of	1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
Aggregate Sum		1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
9	For removing, salvaging and providing the OWNER the existing MCCS, RTUs, auxiliary cabinets, air conditioning and air purifier equipment inside the Cluster 1 Control Building Electrical Room in an operable condition consistent to that prior to extraction; the aggregate sum of	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Aggregate Sum		1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
10	For the demolition, removal and disposal of all other electrical and instrumentation equipment, panels conduit cable, and other item at Digester Cluster 1, not indicated to be salvaged; the aggregate sum of	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Aggregate Sum		1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
11	For the demolition, removal and disposal of the ground based waste gas flare, including all process mechanical piping, supports and valves; electrical and instrumentation control panel, conduit, and cable; equipment pads, and other appurtenances; the aggregate sum of	1	N/A	N/A	N/A	N/A
Aggregate Sum		1	N/A	N/A	N/A	N/A
12	CD 2.01(5) For the demolition, removal and disposal of Electrical Substations No. 15 and No. 16, including the building structure, piles, doors, and all other building components; electrical and control transformers, switchgear, panels, conduits, cables and all other appurtenances inside the building; and all other items required to completely demolish the buildings for construction of the new Substation Building; the price each of	2	\$60,000.00	\$120,000.00	\$75,000.00	\$150,000.00
Aggregate Sum		2	\$120,000.00	\$120,000.00	\$75,000.00	\$150,000.00
Each						

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

CD 2.15(1) - PLANT 2 DIGESTER 1 CLUSTER UPGRADES

CONTRACT NO. S-889

ESTIMATE: \$27,110,820.00

TABULATION OF BIDS		(See Note **)		Bid Date: August 23, 2016		
Item No.	Description	Est. Quantity	Unit Cost	Amount	Unit Cost	Amount
<p>**Note: Bid submitted from Archer Western Contractors, LLC. Bidder: Archer Western Contractors, LLC. Bid Date: August 23, 2016</p> <p>the low bidder, was determined to be "Non-compliant" by SBD and therefore eliminated from consideration for Award. Bidder: Archer Western Contractors, LLC. Bid Date: August 23, 2016</p>						
13	For all site civil work including clearing and grubbing, potholing, furnishing and installing all yard piping and appurtenances, supporting and relocating existing conflicting utilities, dewatering, erosion control and temporary fencing, compaction, paving and grading, surveying, and restoration of sidewalks, and sodding; the aggregate sum of	1	3,000,000	\$3,000,000.00	\$2,700,000.00	\$1,000,000.00
Aggregate Sum		1	225,000	\$225,000.00	\$120,000.00	\$75,000.00
14	For the Furnishing and installing a new concrete Cluster 1 valve vault, including concrete, grating and all piping, valve, appurtenances, supports, and appurtenances within the vault; the aggregate sum of	1	650,000	\$650,000.00	\$600,000.00	\$400,000.00
Aggregate Sum		1	650,000	\$650,000.00	\$600,000.00	\$400,000.00
15	For performing all structural/architectural work within the Cluster 1 Control Building and expansion of the existing Electrical Room, including: demolition and disposal of existing roofing, windows, doors; furnishing and installing foundations, walls roofing, windows, doors louvers, metal stairs, ladders and platform, grating, hand railing, and cranes; concrete restoration and repairs; constructing penetrations and modifications for new exhaust/supply fans and piping; furnishing and installing infill and repair of existing openings and penetration, concrete equipment pads and supports; finished and coatings, and all other necessary structural components; the aggregate sum of	1	1,556,000	\$1,556,000.00	\$1,500,000.00	\$1,000,000.00
Aggregate Sum		1	1,556,000	\$1,556,000.00	\$1,500,000.00	\$1,000,000.00
16	For furnishing and installing all process mechanical piping within Digester Cluster 1 Control Building 1, including all piping, valves, pipe supports, nuts, bolts and appurtenances for complete process piping system; the aggregate sum of	4	60,000	\$240,000.00	\$240,000.00	\$50,000.00
Aggregate Sum		4	60,000	\$240,000.00	\$240,000.00	\$50,000.00
17	For furnishing and delivering tube-in-tube type heat exchangers, including thermostatic control valves and accessories; the price each of.	Each	20,000	\$88,000.00	\$88,000.00	\$25,000.00
Aggregate Sum		Each	20,000	\$88,000.00	\$88,000.00	\$25,000.00
18	For furnishing and delivering sludge recirculation chopper pump and motors assemblies; the price each of.	Each	3	\$780,000.00	\$780,000.00	\$600,000.00
Aggregate Sum		Each	3	\$780,000.00	\$780,000.00	\$600,000.00
19	For furnishing and delivering radial beam type floating carbon steel digester covers with manholes, sample wells, gas bonnets, and appurtenances; including vacuum/pressure relief assemblies with flame arrestors, slide assemblies, guides and brackets, anchor bolts, and metal access platform; the price each of.	Each	3	\$1,950,000.00	\$1,950,000.00	\$600,000.00
Aggregate Sum		Each	3	\$1,950,000.00	\$1,950,000.00	\$600,000.00

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MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

CD 2-15(1) - PLANT 2 DIGESTER 1 CLUSTER UPGRADES

CONTRACT NO. S-889

ESTIMATE: \$27,110,820.00

TABULATION OF BIDS		(See Note **)		Bid Date: August 23, 2016		
No.	Description	Est. Quantity	Unit Cost	Amount	Unit Cost	Amount
**Note: Bid submitted from Archer Western Contractors, LLC, Bidder: Archer Western Contractors, LLC the low bidder, was determined to be "Non-compliant" by 1781 NW North River Drive, Miami, FL 33125 SBD and therefore eliminated from consideration for Award.						
20	For furnishing and delivering linear motion mixers, including mixer assemblies, working platform, access ladder, local control panel, spare parts, and all accessories for a complete linear motion mixer system the price each of:	3	\$75,000.00	\$225,000.00	\$800,000.00	\$2,400,000.00
21	For furnishing and delivering sludge transfer pumps including pump, motor, frame, and accessories; the price each of:	4	\$31,000.00	\$124,000.00	\$30,000.00	\$120,000.00
22	For furnishing and delivering gas boosters blowers, including blower, motor, frame, isolation pads, and accessories; the price each of:	2	\$110,000.00	\$220,000.00	\$140,000.00	\$280,000.00
23	For furnishing, delivering, and installing waste gas burner, including burners, combustion stack, control panel, pressure relief and flame trap assembly, inlet manifold, drip trap, instruments, control devices and panels, and accessories for a complete waste gas burner system the price each of:	1	\$700,000.00	\$700,000.00	\$570,000.00	\$570,000.00
24	For installation of radial beam type floating digester covers and accessories, including welding, ballast forming and installation, pressure testing, and furnishing and installing protective coatings, and all other necessary work to install and test cover, the price each of:	3	\$700,000.00	\$2,100,000.00	\$700,000.00	\$2,100,000.00
25	For installation of linear motion mixers, including mixer assemblies, working platform, and accessories; the price each of:	3	\$8,000.00	\$24,000.00	\$15,000.00	\$45,000.00
26	For the installation of all process mechanical equipment within the Digester Cluster 1 Control Building not indicated in other bid items, including, but not limited to, heat exchangers, sludge recirculation chopper pumps, sludge transfer pumps, and gas boosters blowers; the aggregate sum of:	1	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00
Aggregate Sum		1	\$150,000.00	\$600,000.00	\$150,000.00	\$150,000.00
27	For performing all building mechanical work for Digester Cluster 1 Control Building including furnishing and installing plumbing piping, sampling sinks, and hose bibbs; supply and exhaust fans, ductwork and filter; air conditioning and filter system, ductwork, diffuser, filters, cooling water piping controls, and balancing and testing; the aggregate sum of:	1	\$850,000.00	\$850,000.00	\$2,000,000.00	\$2,000,000.00
Aggregate Sum		1	\$850,000.00	\$850,000.00	\$2,000,000.00	\$2,000,000.00

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MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

CD 2.15(1) - PLANT 2 DIGESTER 1 CLUSTER UPGRADES

CONTRACT NO. S-889

ESTIMATE: \$27,110,820.00

TABULATION OF BIDS

\*\*Note: Bid submitted from Archer Western Contractors, LLC, (See Note \*\*\*) Bid Date: August 23, 2016  
the low bidder, was determined to be "Non-compliant" by PCL Construction, Inc.  
SBD and therefore eliminated from consideration for Award. 15807 Biscayne Blvd, Ste# 117  
North Miami Beach, FL 33160

Item No.	Description	Est. Quantity	Unit Cost	BID		Unit Cost	Amount	Bid	Amount	Unit Cost	Amount
				Archer Western Contractors, LLC 4501 NE 21st Lane Ft. Lauderdale, FL 33308	Poole & Kent Company of Florida 1781 NW North River Drive Miami, FL 33125						
29	For all instrumentation and control WORK including furnishing the services of a system integrator; installing owner furnished RTU; furnishing and installing all field and control instruments, switches, transmitters, sensing elements, control panels, conduit, cables; for furnishing and installing all SCADA panel and instrumentation; calibration, testing; and all other work and appurtenances for a complete and operable instrumentation and control system for Digester Cluster 1 and Electrical Substation 15 and 16; the aggregate sum of	1	800,000	\$800,000.00	\$1,150,000.00	\$1,150,000.00	\$1,150,000.00	\$1,150,000.00	\$1,150,000.00	\$550,000.00	\$550,000.00
		Aggregate Sum		\$1,800,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00
30	CD 2.01(5) For Construction Electrical Substations No. 15 and No. 16 Buildings, including furnishing and installing all civil, structural, architectural, building mechanical, fire protection, and all other Work necessary to construct the substation buildings; the aggregate sum of	1	1,800,000	\$1,800,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00
		Aggregate Sum		\$2,300,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$3,000,000.00	\$3,000,000.00
31	CD 2.10(5) For furnishing and installing electrical substation transformers, switchgear, and primary switches for Electrical Substations 15-16 and 15A-16A; the aggregate sum of	1	2,300,000	\$2,300,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$3,000,000.00	\$3,000,000.00
		Aggregate Sum		\$40,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$50,000.00	\$50,000.00
32	CD 2.01(5) Furnishing and conducting start up and commissioning services for Digester Cluster 1 and Electrical Substations 15-16 and 15A-16A; including individual equipment start up and testing; pre-commissioning testing; providing the services of manufacturer field technician and representatives as required for start-up, commissioning, and correction of defects; completing 30-day process control and instrumentation performance testing; coordination with the Owner and Engineer to conduct testing; and all other appurtenant and miscellaneous item and work required to complete commissioning; the aggregate sum of	1	1,000,000	\$1,000,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,250,000.00	\$1,250,000.00
		Aggregate Sum		\$10,000	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
33	For painting and coating as indicated in the Contract Documents the exterior and interior of the Digester Cluster 1 Control Building, Digester Tank No. 1, Digester Tank No. 2, Digester Tank No. 4, and Electrical Substation No. 15 and No 16; including walls, stairs and all newly installed pumps and piping, including surface preparation, furnishing all paints, material, equipment, accessories and labor to complete the painting; the aggregate sum of	1	10,000	\$10,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$250.00	\$250.00
		Aggregate Sum		1,000	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$250.00	\$250.00
		Aggregate Sum		Square Feet							
34	For all other work including final clean up; the aggregate sum of	1	10,000	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
		Aggregate Sum		1,000	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$250.00	\$250.00
35	For concrete restoration as authorized by the ENGINEER, the price per square foot of	1,000	40	\$40,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$250.00	\$250.00
		Aggregate Sum									

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MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

CD 2.15(1) - PLANT 2 DIGESTER 1 CLUSTER UPGRADES

CONTRACT NO. S-889

ESTIMATE: \$27,110,820.00

TABULATION OF BIDS (See Note \*\*) Bid Date: August 23, 2016

BIDDERS: Archer Western Contractors, LLC, PCL Construction, Inc.  
15807 Biscayne Blvd, Ste# 117  
4501 NE 21st Lane  
North Miami Beach, FL 33160  
1781 NW North River Drive  
Ft. Lauderdale, FL 33308

Item No.	Description	Est. Quantity	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
36	The additional cost for furnishing and delivering 316 stainless steel radial beam type floating digester covers in lieu of carbon steel covers (Bid Item no. 19), including any additional costs for welding and installation not included in Bid Item No. 24, and crediting back the cost for furnishing and installing the protective coatings specified for the carbon steel covers included Bid Item No. 24, the additional price each of:	3	200,000	\$600,000.00	\$280,000.00	\$840,000.00	\$334,000.00	\$1,002,000.00
37	The sum of Bid Item Nos. 1 through 36	Each		\$22,040,000.00		\$21,789,800.00 *		\$24,487,000.00
38	This item establishes a fund reimbursement of the cost of required construction permits fees, inspection, and/or impact fees, if authorized by the Engineer, 3.0 % of Item No. 37, (0.03) x (Item No. 37). Payment shall reimburse the CONTRACTOR for only the cost of the construction permits or fees. Any question of whether construction permits or fees are required shall be decided by the Engineer whose word shall be final. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the OWNER.	1	661,200	\$661,200.00	\$660,000.00	\$653,694.00 *	\$734,610.00	\$734,610.00
39	For unforeseeable conditions, minor construction changes and quantity adjustment, additional work not covered by other items, if ordered by the Engineer, 10.0% of Item No. 37, (0.10) x (Item No. 37).	1	2,204,000	\$2,204,000.00	\$2,500,000.00	\$2,178,980.00 *	\$2,448,700.00	\$2,448,700.00
41	Time Allowance Account - For Unforeseeable Conditions, Minor Construction Changes and Quantity Adjustments additional work not covered by other items, if authorized by the Engineer, the total of forty five calendar days	45		\$24,905,200.00		\$24,622,474.00 *		\$27,670,310.00

\* Revised bid amount due to summation error.

\*\* Note: Bid submittal from Archer Western Contractors, LLC was determined by SBD to be "Non-compliant" and therefore eliminated from consideration for Award.

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miamidade.gov

Internal Services Department  
Small Business Development  
111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

Sent via e-mail: [daysyynigolandscaping@gmail.com](mailto:daysyynigolandscaping@gmail.com)

September 1, 2016

Mr. Robert T. Szoch  
Archer Western Contractor, LLC  
4501 NE 1<sup>st</sup> Lane  
Ft. Lauderdale, FL 33308



RE: Project # S-889

Dear Mr. Szoch:

The Small Business Development (SBD) Division of the Internal Services Department is in the process of reviewing documents submitted by your firm for compliance with the Implementing Order for the Small Business Enterprise – Construction (SBE/CONS) Program. The contract measure established for this project is a SBE/CONS 10.10% Subcontractor Goal.

Archer Western Contractors, LLC. submitted the required Schedule of Intent Affidavit (SOI) listing, Transamerica Consulting Company, a certified SBE-CONS firm to provide (NAIC) category, 238110 (Poured Concrete Foundation and Structure Contractor) at 6.49%, Sunshine state Air Conditioning, a certified SBE-CONS firm to provide (NAIC) category, 238220 ( Plumbing Heating and Air Conditioning Contractors) at 2.46 % and Homestead Concrete and Drainage, a certified SBE-CONS firm to provide (NAIC) category, 236220 ( Commercial and Industrial Building Construction) at .13%, for a total of 9.08%, subcontractor goal. Archer Western Contractors, LLC fell short of the contract's required 10.10% SBE/Cons Subcontractor Goal.

Pursuant to Section XV. A. 1. C. of I.O. 3-22, the Implementing Order for the SBE/Cons Program:

*“Non-correctable defects may include...“Bids that contain a defective Schedule of Intent Affidavit may be voidable. Examples of defects include, but are not limited to, an incomplete Schedule, the listing of non-certified SBE-Con, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.”*

You may request a meeting as stipulated by the I.O. 3-22, the Implementing Order for the SBE-Cons Program, Section XIX. A. 2, which states:

*“The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. The bidder may request a meeting within five (5) business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted”.*

Should you have any questions or need additional information regarding this correspondence, please contact Mr. Pedro Rosa ([plrosa@miamidade.gov](mailto:plrosa@miamidade.gov)) in writing with a copy to the Clerk of the Board, 111 N.W. 1<sup>st</sup> Street, #17-202, Miami, Florida 33128.

Sincerely,

Gary Hartfield, Division Director  
Small Business Development Division

*Delivering Excellence Every Day*

c: Laurie Johnson  
Clerk of the Board

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Smith, Isaac (WASD)

**From:** Johnson, Laurie (ISD)  
**Sent:** Wednesday, September 21, 2016 10:06 AM  
**To:** 'dawalker@walshgroup.com'  
**Cc:** Smith, Isaac (WASD); Etienne, Eddy (ISD)  
**Subject:** FW: Archer Western Contractor, LLC - Project No. S-889  
**Attachments:** Non-Compliant Letter - Project No. S-889 Archer Western Contractors LLC.pdf - Adobe Acrobat Pro.pdf; S-889\_Advertisement for Bids-070516.pdf

**Importance:** High



Good Morning Mr. Walker,

Thank you for meeting with SBD staff on September 13, 2016, to discuss the project documents submitted for Project No. S-889 and the firm's non-compliance to the contract requirements governed by Section 10-33.02 of the Code of Miami Dade County and Implementing Order 3-22. According to the September 1, 2016, (copy attached) letter issued by Small Business Development, your firm was found non-compliant to the Small Business Enterprise-Construction (SBE-CON) goal 10.10% applied to Project No. S-889. After a thorough review of the bid documents submitted to include the required Schedule of Intent Affidavits, identifying all SBE-CON firms to be utilized to meet the subcontractor goal, the firm failed to meet the 10.10% goal. The total percentage identified on the submitted SOI's was 9.08%. As stated in the Non-Compliant letter and at the September 13, meeting falling short of the goal was not a correctable defect, therefore no additional documents listing another SBE-CON firm can be submitted after bid submittal.

**IMPLEMENTING ORDER 3-22: Section XV A.1: CONTRACT ADMINISTRATION SUBCONTRACTOR GOAL OR TRADE SET-ASIDE**

**"BIDDER RESPONSIBILITIES FOR SUBCONTRACTOR GOALS**

With the exception of contracts for a Construction Manager-at-Risk as noted below, 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 SBE-CONS to be utilized to meet the first tier subcontractor goal and the trade designation of work each will perform. The Schedule of Intent Affidavit constitutes a written representation by the bidder that, to the best of the bidder's knowledge, the first tier SBE-CONS listed are qualified and available to perform as specified

Please be advised that Archer Western Contractor, LLC. failure to submit documentation to support their commitment to comply with the 10.10% SBE-CON goal at the time of bid submittal deems the firm non-compliant to the contract requirements as governed by Section 10-33.02 of the Code and Implementing Order 3-22. (copy of the Advertisement to Bid attached)

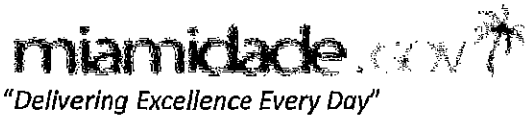
No further action will be taken as this small business compliance review process is closed.

If there are any questions or concerns regarding the contents of this email, please feel free to contact my office at the number below.

**Laurie Johnson, SBD Section Chief**  
**Internal Services Department**  
**Small Business Development**  
111 NW 1st Street #19 Floor, Miami, FL 33128  
Phone No. 305-375-3121 / Fax No. 305-375-3160

How can ISD serve you better?  
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Connect With Us on Twitter | Facebook | Instagram  
<http://www.miamidade.gov/smallbusiness>



Connect With Us on Twitter Facebook Instagram

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.  
E-mail messages are covered under such laws and thus subject to disclosure.

*II Please consider the environment before you print this email*

# Memorandum



**DATE:** September 1, 2016

**TO:** Isaac Smith  
Sr. Program Manager  
Miami Dade Water and Sewer Department

**FROM:** *V. Clow for*  
Gary Hartfield, Division Director  
Internal Services Department  
Small Business Development

**SUBJECT:** Compliance Review  
Project No. S-889  
CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades



Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise (SBE-CONS and SBE/ G&S) Program for Construction and Goods & Services. The contract measures established for this project are 10.10% SBE-CONS sub-consultant goal and 1.80% SBE/G&S sub-consultant goal.

The Miami Dade Water and Sewer Department has submitted proposals from Prime: Archer Western Contractors, LLC and Poole & Kent Company of Florida, for compliance review. Following is the pre-award compliance status and summary.

<u>FIRM:</u>	<u>STATUS</u>
1. Archer Western Contractors, LLC	Non-compliant
2. Poole & Kent Company of Florida	Compliant

### SUMMARY:

Archer Western Contractors, LLC, # (1) submitted the required Schedule of Intent Affidavit (SOI) listing, Transamerica Consulting Company, a certified SBE/CONS firm to provide (NAIC) category, 238110 (Poured Concrete Foundation and Structure Contractor) at 6.49%, Sunshine state Air Conditioning, a certified SBE-CONS firm to provide (NAIC) category, 238220 ( Plumbing Heating and Air Conditioning Contractors) at 2.46 % and Homestead Concrete and Drainage, a certified SBE/CONS firm to provide (NAIC) category, 236220 (Commercial and Industrial Building Construction) at .13%, for a total of 9.08%, The SOI's were signed and dated by the proposer, prime construction firm and sub-contractor, in agreement with the information listed.

Archer Western Contractors, LLC, failed to meet the 10.10% SBE/CONS sub-contractor goal and is not in compliant with the overall Small Business measure established for this contract. Pursuant to Section XV. A. 1. C. of I.O. 3-22, the Implementing Order for the SBE/Cons Program:

*"Non-correctable defects may include... "Bids that contain a defective Schedule of Intent Affidavit may be voidable. Examples of defects include, but are not limited to, an incomplete Schedule, the listing of non-certified CSBE, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule."*

Archer Western Contractors, LLC, # (1) submitted the required Schedule of Intent Affidavit (SOI) listing, Corcel Corp., a certified SBE-G&S firm to provide (NAIC) category, 658 (Pipe and Tubing), 659 (Pipe Fitting), 670 ( Plumbing Equipment, Fixtures and Supplies) and 720 (Pumping equipment and Accessories) at 2.13% in satisfaction of the 1.80% SBE/G&S goal. The SOI was signed and dated by the proposer, Prime firm and sub-consultant, in agreement with the information listed.

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Archer Western Contractors, LLC, has satisfied 1.80% SBE/G&S sub-consultant goal, and is in compliance with the overall Small Business measure established for this contract

Poole & Kent Company of Florida, # (2) submitted the required Schedule of Intent Affidavit (SOI) listing, Mar's Contractors Inc, a certified SBE/CONS firm to provide (NIGP) category,, 238220 (Plumbing Heating and Air Conditioning Contractors) at 8% and Sunshine state Air Conditioning, a certified SBE/CONS firm to provide (NAIC) category, 238220 (Plumbing Heating and Air Conditioning Contractors) at 2.1% for a total of 10.10%, in satisfaction of the 10.10% SBE/CONS goal. The SOP's were signed and dated by the proposer, Prime construction firm and sub-Contractor, in agreement with the information listed.

Poole & Kent Company of Florida, has satisfied the contract's 10.10% SBE/CONS sub-consultant goal, and is in compliance with the overall Small Business measure established for this contract.

Poole & Kent Company of Florida, # (2) submitted the required Schedule of Intent Affidavit (SOI) listing, Corcel Corp., a certified SBE/G&S firm to provide (NAIC) category, 658 (Pipe and Tubing), 659 (Pipe Fitting), 670 (Plumbing Equipment, Fixtures and Supplies) and 720 (Pumping equipment and Accessories) at 1.80% in satisfaction of the 1.80% SBE/G&S goal. The SOI was signed and dated by the proposer, Prime firm and sub-consultant, in agreement with the information listed.

Poole & Kent Company of Florida, has satisfied the contract's 1.80% SBE/G&S sub-consultant goal, and is in compliance with the overall Small Business measure established for this contract

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of August 1, 2016. Also, a review of the History of Violations Report as of August 26, 2016 indicates that none of the aforementioned firms have an open violation.

Please note that SBD staff reviewed and addressed compliance with the SBE/CONS and SBE/ G&S Program. 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 call Pedro Rosa at (305) 375-3104.

c: Jean-Marie Rodriguez, WASD  
Laurie Johnson, ISD  
File

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# SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor Poole & Kent Company of Florida Contact Person Patrick H. Carr, President & CEO  
 Address 1781 N.W. North River Drive, Miami, FL 33125 Phone 305-325-1930 Fax 305-324-0522 Email patrickc@pkflorida.com  
 Project Name Plant 2 Digester 1 Cluster Upgrades Project Number S-889  
 SBE-Const Contract Measure 10.10%

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

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

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Sunshine State AC, Inc	2245	12/31/17	HVAC	2.1		
Subcontractor Total Percentage:				2.1		

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

[Signature] Patrick H. Carr, President & CEO  
 Prime Signature Prime Print Name Date  
 8/23/16

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] Mauricio Correa, President  
 SBE-Const Subcontractor Signature SBE-Const Subcontractor Print Name SBE-Const Subcontractor Print Title Date  
 08/23/2016

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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 SBD 305A and Form SBD 305B have been submitted in your pricing envelope.  
 Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/licenses-certification-list.asp>  
 SBD's Website: <http://www.miamidade.gov/smallbusiness/>



# SCHEDULE OF INTENT AFFIDAVIT (SOI)

## SMALL BUSINESS ENTERPRISE - GOODS AND SERVICES (SBE-G/S) PROGRAM

**THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE-GOODS AND SERVICES (SBE-G/S) MEASURES**


Name of Bidder/Proposer Pooler & Kent Company of Florida Contact Person Patrick H. Carr, President & CEO  
 Address 1781 N.W. North River Drive, Miami, FL 33125 Phone 305-325-1930 Fax 305-324-0522 Email patrickc@pkflorida.com  
 Project Name Plant 2 Digester 1 Cluster Upgrades Project Number S-889  
 SBE - G/S Contract Measure 1.80%

**This section must be completed by the Bidder/Proposer and the SBE-G/S Subcontractor that will be utilized for scopes of work on the project**

Name of Bidder/Proposer	(if applicable) SBE-G/S Certification No.	(if applicable) Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Bidder	Bidder % of Bid
<u>COLLEC COOP.</u>	<u>10677</u>	<u>6/30/17</u>			
				<u>SERIES 658; SUPPLY OF PPE, VALVES, FITTINGS 659; 670; 730 PUMPING EQUIPMENT AND RELATED MATERIALS</u>	<u>1.8</u>
Prime Contractor Total Percentage:					
Subcontractor Total Percentage:					<u>1.8</u>

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

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE-G/S subcontractor if awarded the listed project.

 Bidder/Proposer Signature Patrick H. Carr Bidder/Proposer Print Name Patrick H. Carr Bidder/Proposer Print Title President & CEO Date 08/23/16

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.

 SBE-G/S Subcontractor Signature RAY COLONA SBE-G/S Subcontractor Print Name President SBE-G/S Subcontractor Print Title President Date 8/5/16

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

List of Certified Firms: <http://www.miamidade.gov/business/reports/certification-lists.asp>

SBE's Website: <http://www.miamidade.gov/intsmallbusiness/small-business.asp>

Small Business Development Division - Internal Services Department

SBD 504 (Revised 10/14)



# SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor Poola & Kent Company of Florida Contact Person Patrick H. Carr, President & CEO  
 Address 1781 N.W. North River Drive, Miami, FL 33125 Phone 305-325-1980 Fax 305-324-0522 Email patrickc@pkflorida.com  
 Project Name Plant 2 Digester 1 Cluster Upgrades Project Number S-889  
 SBE-Const Contract Measure 10.10%

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

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

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Mar's Contractors Inc.	1498	12/31/2017	<u>F&amp;I MECH. EQUIPMENT</u>	<u>8.0</u>		
Subcontractor Total Percentage:				<u>8.0</u>		

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

Patrick H. Carr Prime Signature      Patrick H. Carr President & CEO      08/23/16 Date  
 Prime Print Name      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.

Marcus A. Riggins SBE-Const Subcontractor Signature      Marcus A. Riggins CEO      8/1/16 Date  
 SBE-Const Subcontractor Print Name      SBE-Const Subcontractor Print Title

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 SBD 305A and Form SBD 305B have been submitted in your pricing envelope.  
 Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>  
 SBD's Website: <http://www.miamidade.gov/smallbusiness/>

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**MWH**

*BUILDING A BETTER WORLD*

**TECHNICAL MEMORANDUM**



TO: *Mr. Isaac Smith*  
Miami Dade Water and Sewer Department  
Manager, Construction Contracts

DATE: *September 8, 2016*

FROM: *Brian LaMay*  
*Yurfa Glenny*

MWH Project No: *10507197*

SUBJECT: *Contract No. S-889 – CD 2.15 (1) Plant 2 Cluster 1 Digester Upgrades*  
*E.R. No. S049022*  
*Bid Evaluation and Recommendation*

The bid opening for Contract S-889 - Consent Decree 2.15 (1) Plant 2 Cluster 1 Digester Upgrades, took place on August 23, 2016 at 2:00 PM at Miami Dade Water and Sewer Department's (WASD) Douglas Office. Three bids were received as presented below in **Table 1**.

<b>Contractor</b>	<b>Item 37 Subtotal</b>	<b>Item 38 Subtotal</b>	<b>Item 39 Contingency Allowance</b>	<b>Item 40 Total Bid</b>
Archer Western Contractors	\$ 21,789,800*	\$ 653,694*	\$ 2,178,980*	\$ 24,622,474*
PCL Construction, Inc.	\$ 24,487,000	\$ 734,610	\$ 2,448,700	\$ 27,670,310
Poole & Kent Contractors	\$ 22,040,000	\$ 661,200	\$ 2,204,000	\$ 24,905,200

\*Archer Western's Proposed Bid Form incorrectly calculated these bid items and the values shown are the corrected values.

Archer Western had an adding mistake in the subtotal Item 37 which resulted in errors in the dedicated allowances. **Table 1** shows the corrected values. Based on the corrected values in **Table 1** Archer Western is the lowest bidder. However, a review by the Miami-Dade Small Business Development Division has found Archer Western's proposal to be non-compliant. Poole and Kent Contractors is the next lowest bidder.

Poole and Kent's bid price is \$5,391,075 lower than the Engineer's OPCC. MWH compared Poole and Kent's proposed bid items to the Engineer's OPCC as shown in Table 2. This evaluation indicated that the difference between the bid price and the OPCC is primarily due to the difference in Bid Item No. 36 – Cover Material Contingency. The proposed Bid price for Item 36 was \$ 600,000, while the OPCC was \$ 5,501,400, a difference of \$ 4,901,400. Without Bid Item No. 36, the bid price and the OPCC are within less than 1% of each other. The OPCC cost for Bid Item No. 36 was based on budgetary cost proposals received from digester cover manufacturers; which indicated the cost of stainless steel covers to be approximately four time more expensive. The budgetary cost proposals used in the OPCC were based on conservative average steel pricing and not the current commodity prices of steel and stainless steel which fluctuate based on current market conditions. The lower pricing reflected in the bid results is likely due to the commodity cost of stainless steel being relatively close to the cost of carbon steel at the time of bidding and/or cover manufacturer's having surplus stainless steel available for manufacturing the covers.

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Based on the additional cost for stainless covers provided in Item 36, MWH recommends that WASD authorize the stainless steel covers. The stainless steel covers do not require protective coating and the savings from not having to maintain and reapply this coating justify the additional cost for the stainless steel covers.

Section 01 10 00 Summary of Work, Item 1.6 – Minimum Construction Experience of the Contractor requires that the Bidders have the following qualifications: (a) successfully completed the construction of three (3) projects which included new wastewater digester tanks or rehabilitation of existing wastewater digester tanks, (b) a minimum of one of projects shall include the installation of new digester tank floating covers and (c) Electrical Subcontractor shall have successfully completed a minimum of three (3) projects demonstrating experience with medium or high voltage power supply systems, including transformers and switchgear. MWH has reviewed the qualifications provided by Poole and Kent as a list of previous projects with references. MWH has confirmed these references meet the required minimum experience. MWH has determined that Poole and Kent Company's bid is responsive and recommends that Miami Dade WASD award them the project, provided that they meet the other requirements of Contract Documents.

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TABLE 1 - Opinion of Probable Construction Cost - Bid Item Breakdown  
 Contract S-889 - Consent Decree Project CD 2-15 (2) - CDWWTP Plant 2 Digester Cluster 1

Prepared by: MWH Americas, Inc.  
 Prepared for: Miami Dade Water and Sewer Department

Bid Item No.	Bid Item Description	OPCC			Poole & Kent			Difference from OPCC		
		Units	Quantity	Unit Price	Cost	Units	Quantity		Unit Price	Cost
1	For performing preparatory work and operations in mobilizing for beginning the work of the Project, shall include, but not be limited to: those operations necessary for the movement of personnel, equipment, supplies and materials to the project site and for the establishment of temporary facilities, safety equipment and first aid supplies, sanitary and other facilities; shop drawing and contractor submittals, the costs of bonds, required insurance and other preconstruction expense but excluding the actual cost of permits, which are paid under a separate dedicated allowance account and excluding the cost of materials which are paid under another bid item(s); the aggregate sum or (not to exceed 10% of the subtotal of bid items).	LS	1	\$ 1,814,520	\$ 1,814,520	LS	1	\$ 2,000,000	\$ 2,000,000	\$385,480
2	For all other costs incurred in selling and delivering to the Owner the entire Project equipment and materials not included in other Proposal items	LS	1	\$ 91,820	\$ 91,820	LS	1	\$ 10,000	\$ 10,000	-\$81,820
3	For all other costs incurred in completing the Project including installation of all materials, equipment and supplies furnished under Item No. 2, including all other labor, bond, insurance, other miscellaneous costs, and overhead and profit for the Project.	LS	1	\$ 34,720	\$ 34,720	LS	1	\$ 10,000	\$ 10,000	-\$24,720
4	For the demolition, removal and disposal of the existing yard piping between the existing Cluster 1 valve vault and the Control Building, including the removal of debris from the project site to allow for the construction of a new concrete Cluster 1 valve vault.	LS	1	\$ 84,860	\$ 84,860	LS	1	\$ 50,000	\$ 50,000	-\$34,860
5	For the demolition, removal, and disposal of Digester Tank No. 2 cover, access platform, and cover accessories.	ea	1	\$ 150,800	\$ 150,800	ea	1	\$ 120,000	\$ 120,000	-\$30,800
6	For the demolition, removal and disposal of all process mechanical pipes, pipe supports, valves, equipment parts and associated appurtenances inside the Plant 2 Digester Cluster 1 Control Building and Digester Tank No. 1, 2, and 4.	LS	1	\$ 49,560	\$ 49,560	LS	1	\$ 140,000	\$ 140,000	\$90,440
7	For removing, salvaging and providing to the Owner the existing sludge transfer pumps, sludge recirculation pumps, gas booster blowers and their associated motors in a condition consistent with that prior to equipment extraction.	LS	1	\$ 11,480	\$ 11,480	LS	1	\$ 25,000	\$ 25,000	\$13,520
8	For the demolition, removal and disposal of all process mechanical equipment, appurtenances, and other items not indicated to be salvaged, including, but not limited to, heat exchangers and roof mounted digester gas flares	LS	1	\$ 10,440	\$ 10,440	LS	1	\$ 30,000	\$ 30,000	\$19,560
9	For removing, salvaging and providing to the Owner the existing MCCs, RTUs, auxiliary cabinets, air conditioning and air purifier equipment inside the Cluster 1 Control Building Electrical Room, in an operable condition consistent to that prior to extraction	LS	1	\$ 27,430	\$ 27,430	LS	1	\$ 25,000	\$ 25,000	-\$2,430
10	For the demolition, removal and disposal of all electrical and instrumentation equipment, panels conduit, cables, and other items not indicated to be salvaged inside the Control Building	LS	1	\$ 186,860	\$ 186,860	LS	1	\$ 20,000	\$ 20,000	-\$166,860
11	For the demolition, removal and disposal of the ground-based waste gas flare, including all process mechanical pipe, pipe supports, valves, electrical and control panels and wiring equipment parts and appurtenances associated with the flare	LS	4	\$ 34,460	\$ 34,460	LS	4	\$ -	\$ -	-\$34,460
12	Buildings, including the building structures, piles; electrical transformers, switching gear, panels, conduits, cables, and other equipment and appurtenances inside the buildings	ea	2	\$ 120,110	\$ 240,220	ea	2	\$ 30,000	\$ 60,000	-\$180,220
13	For all site civil work including cleaning and grubbing, potholing, furnishing and installing all yard piping and appurtenances, supporting and relocating existing conflicting utilities, dewatering, erosion control and temporary fencing, compaction, paving and grading, surveying and restoration of sidewalks, and sodding.	LS	1	\$ 2,106,850	\$ 2,106,850	LS	1	\$ 3,000,000	\$ 3,000,000	\$893,150
14	For the furnishing and installing a new concrete valve vault at Cluster 1, including concrete, gratings, and all piping, valves, appurtenances and supports within the vault.	LS	1	\$ 46,670	\$ 46,670	LS	1	\$ 225,000	\$ 225,000	\$178,330

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TABLE 1 - Opinion of Probable Construction Cost - Bid Item Breakdown  
 Contract S-889 - Consent Decree Project CD 2.15 (2) - CDWWTWP Plant 2 Digester Cluster 1

Prepared by: MWH Americas, Inc.  
 Prepared for: Miami Dade Water and Sewer Department

Bid Item No.	Bid Item Description	DPCC			Poole & Kent			Difference from DPCC		
		Units	Quantity	Unit Price	Cost	Units	Quantity		Unit Price	Cost
15	For performing all structural/architectural work within the Cluster 1 Control Building and expansion of the existing electrical room, including: demolition and disposal of existing roofing, windows, doors, furnishing and installing foundations, walls, roofing, windows, doors, louvers, metal stairs/ladders, and platforms, grading, hatch railing, and cranes, concrete restoration and repairs, constructing penetrations and modification for new exhaust fans/supply fans and piping; furnishing and installing infill and repair of existing openings and penetrations, concrete equipment pads and support, finishes, coatings, and all other necessary structural components.	LS	1	\$ 595,330	\$ 595,330	LS	1	\$ 650,000	\$ 650,000	\$54,670
16	For furnishing and installing all process mechanical piping within Digester Cluster 1 Control Building 1, including all piping, valves, pipe supports, nuts, bolts, and appurtenances for complete process piping systems	LS	1	\$ 1,814,160	\$ 1,814,160	LS	1	\$ 1,556,000	\$ 1,556,000	-\$258,160
17	For furnishing and delivering tube-in-tube type heat exchangers, including thermostatic control valves and accessories	ea	4	\$ 165,560	\$ 662,240	ea	4	\$ 60,000	\$ 240,000	-\$422,240
18	For furnishing and delivering sludge recirculation chopper pump and motor assemblies	ea	4	\$ 38,890	\$ 155,560	ea	4	\$ 20,000	\$ 80,000	-\$75,560
19	For furnishing and delivering radial beam type floating carbon steel digester covers with manholes, sample wells, gas bonnets, and appurtenances; including vacuum/pressure relief assemblies with flame arrestors, slide assemblies, guides and brackets, anchor bolts, and metal access platforms	ea	3	\$ 839,260	\$ 2,517,780	ea	3	\$ 650,000	\$ 1,950,000	-\$567,780
20	For furnishing and delivering linear motion mixers, including mixer assemblies, working platform, access ladder, local control panel, spare parts, and all accessories for a complete linear motion mixer system	ea	3	\$ 377,450	\$ 1,132,350	ea	3	\$ 525,000	\$ 1,575,000	\$442,650
21	For furnishing and delivering sludge transfer pumps, including pump, motor, frame, and accessories	ea	4	\$ 52,650	\$ 210,200	ea	4	\$ 30,000	\$ 120,000	-\$90,200
22	For furnishing and delivering gas boosters blowers, including blower, motor, frame, isolation pads, and accessories	ea	2	\$ 39,750	\$ 79,500	ea	2	\$ 150,000	\$ 300,000	\$220,500
23	For furnishing, delivering, and installing waste gas burner, including burners, combustion stack, control panel, pressure relief and flame trap assembly, inlet manifold, drip trap, instruments, control devices and panels, and accessories for a complete waste gas burner system	ea	1	\$ 650,580	\$ 650,580	ea	1	\$ 700,000	\$ 700,000	\$99,420
24	For installation of radial beam type floating digester covers and accessories, including welding, bevel forming and installation, pressure testing, furnishing and installing protective coating, and all other necessary work to install and test cover	ea	3	\$ 581,120	\$ 1,743,360	ea	3	\$ 500,000	\$ 1,500,000	-\$243,360
25	For installation of linear motion mixers, including mixer assemblies, working platform, and accessories	ea	3	\$ 21,010	\$ 63,030	ea	3	\$ 6,000	\$ 24,000	-\$39,030
26	For the installation of all process mechanical equipment within the Digester Cluster 1 Control Building not indicated in other bid items, including, but not limited to, heat exchangers, sludge recirculation chopper pumps, sludge transfer pumps, and gas boosters blowers	LS	1	\$ 77,720.00	\$ 77,720	LS	1	\$ 40,000.00	\$ 40,000	-\$37,720
27	For performing all building mechanical work for Digester Cluster 1 Control Building including furnishing and installing exhaust and supply fans, air conditioning and filter system, ductwork, diffusers, filters, cooling water piping, controls, and balancing and testing	LS	1	\$ 206,070	\$ 206,070	LS	1	\$ 150,000	\$ 150,000	-\$56,070
28	For all Electrical Work for the Cluster 1 Control Building, including, MCOs, VFDs, panels, enclosures, conduits, cables, lighting, grounding, lightning protection, and other necessary electrical appurtenances for a complete electrical system	LS	1	\$ 2,189,660	\$ 2,189,660	LS	1	\$ 850,000	\$ 850,000	-\$1,339,660

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TABLE 1 - Opinion of Probable Construction Cost - Bid Item Breakdown  
 Contract S-488 - Consent Decree Project CD 2.15 (2) - CDWWTP Plant 2 Digester Cluster 1

Prepared by: MWH Americas, Inc.  
 Prepared for: Miami Dade Water and Sewer Department

Bid Item No.	Bid Item Description	DFCC			Poole & Kent			Experience from OPCC		
		Units	Quantity	Unit Price	Cost	Units	Quantity		Unit Price	Cost
28	For all instrumentation and control WORK including furnishing the services of a System Integrator, installing Owner furnished RTU, furnishing and installing all field and control instruments, switches, transmitters, sensing elements, control panels, conduit, cables, for furnishing and installing all SCADA panels and instrumentation; calibration, testing, and all other work and appurtenances for a complete and operable instrumentation and control system for Digester Cluster 1 and Electrical Substations 15 and 16	LS	1	\$ 1,003,670	\$ 1,003,670	LS	1	\$ 800,000	\$ 800,000	-\$203,670
30	CD 2.01 (5) For constructing Electrical Substations No. 15 and No. 16 Buildings, including furnishing and installing all civil, structural, architectural, building mechanical, fire protection, and all other WORK necessary to construct the substation buildings	ea	2	\$ 1,137,690	\$ 2,275,380	ea	2	\$ 900,000	\$ 1,800,000	-\$475,380
31	CD 2.01 (5) For furnishing and installing electrical substation transformers, switchgear, and primary switches for Electrical Substations No. 15 and No. 16 and 15-76A	LS	1	\$ 493,990	\$ 493,990	LS	1	\$ 2,300,000	\$ 2,300,000	\$ 1,806,010
32	CD 2.01 (5) For furnishing and conducting start up and commissioning services for Digester Cluster 1 and Electrical Substations 15-16 and 15A-16A, including individual equipment startup and testing; pre-commissioning testing; providing the services of manufacturer field technician and representatives as required for start-up, commissioning, and correction of defects; completing 30-day process control and instrumentation performance testing; coordination with the Owner and Engineer to conduct testing; and all other appurtenant and miscellaneous items and work required to complete commissioning.	LS	1	\$ 168,970	\$ 168,970	LS	1	\$ 40,000	\$ 40,000	-\$128,970
33	For painting and coating as indicated in the Contract Documents the exterior and interior of the Digester Cluster 1 Control Building, Digester Tank No. 1, Digester Tank No. 2, Digester Tank No. 4, and Electrical Substation No. 15 and No. 16; including walls, stairs and all newly installed pumps and piping, including surface preparation, furnishing all paint, materials, equipment, accessories and labor to complete the painting	LS	1	\$ 450,090	\$ 450,090	LS	1	\$ 1,000,000	\$ 1,000,000	\$ 549,910
34	For all other work including final clean up	LS	1	\$ 32,090	\$ 32,090	LS	1	\$ 10,000	\$ 10,000	-\$22,090
35	The additional cost for furnishing and delivering 316 stainless steel radial beam type floating digester covers in lieu of carbon steel covers (Bid Item No.19), including any additional costs for welding and installation not included in Bid Item No.24, and crediting back the cost for furnishing and installing the protective coatings specified for the carbon steel covers included in Bid Item No.24, the additional price each of	SF	1,000	\$ 100	\$ 100,000	SF	1,000	\$ 40	\$ 40,000	-\$60,000
36	This item will be used only if authorized by the Engineer.	ea	3	\$ 1,833,800	\$ 5,501,400	ea	3	\$ 200,000	\$ 600,000	-\$4,901,400
37	Subtotal (Sum of Bid Items 1 through 36)				\$ 26,811,420				\$ 22,040,000	-\$4,771,420
38	Permitting Dedications Allowance: This item establishes a for the cost required of construction permits, fees, inspection/for impact fees, if authorized by the Engineer; 3% of the Item 37 (0.03 X Item 37)				\$ 804,343				\$ 661,200	-\$143,143
39	Contingency Allowance - For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer; 10% of the Item 37 or 0.10 X Item 37				\$ 2,681,142				\$ 2,204,000	-\$477,142
40	TOTAL BID (Sum of Items 37, 38, and 39)				\$ 30,296,905				\$ 24,915,200	-\$5,381,705

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**Capital Improvements Information System**  
**Contractor Evaluations Report**

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	<u>S-812 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	9/28/2009	Mario Garcia	Interim	<u>3.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	9/29/2009	Mario Garcia	Interim	<u>3.3</u>
WS	<u>S-816 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	9/10/2009	Mario Garcia	Completion of construction	<u>4.0</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	6/30/2010	Mario Garcia	Interim	<u>3.4</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>2.5</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	5/3/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	8/23/2011	Mario Garcia	Project conclusion or closeout	<u>3.8</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	8/23/2011	Mario Garcia	Interim	<u>3.0</u>
WS	<u>W-857 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	10/7/2011	Robert Stebbins Jr.,	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	1/31/2012	Mario Garcia	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	2/24/2012	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	10/1/2012	Mario Garcia	Interim	<u>3.8</u>
WS	<u>W-857 (A) WO: 1</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	11/30/2012	Robert Stebbins Jr.,	Project conclusion or closeout	<u>3.8</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole &amp; Kent Company of Florida</u>	11/25/2013	Mario Garcia	Interim	<u>3.9</u>
WS	<u>S-805 (A)</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	2/7/2014	Mario Garcia	Completion of construction	<u>3.7</u>
WS	<u>S-863</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	5/20/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole &amp; Kent Company of Florida</u>	5/20/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole &amp; Kent Company of Florida</u>	8/6/2014	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-863</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	8/7/2014	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-863</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	10/23/2014	Mario Garcia	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-863</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	10/23/2014	Mario Garcia	Interim	<u>4.0</u>
WS	<u>S-863</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	2/18/2015	Mario Garcia	Project conclusion or closeout	<u>4.0</u>
WS	<u>S-852 WO: 1</u>	CON	<u>Poole &amp; Kent Company of Florida</u>	3/12/2015	Augustin J Durand	Interim	<u>2.8</u>
WS	<u>DB09-WASD-05</u>	DES	<u>Poole &amp; Kent Company of Florida</u>	5/5/2015	Mario Garcia	Project conclusion or	<u>4.0</u>

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WS	<u>P0141</u>	7360	<u>Pooler &amp; Kent Company of Florida</u>	7/20/2015	Augustin J Durand	Interim	<u>3.3</u>
WS	<u>P0141</u>	7360	<u>Pooler &amp; Kent Company of Florida</u>	11/13/2015	Joaquin O. Roa	Project conclusion or closeout	<u>4.0</u>

Evaluation Count: 33 Contractors: 1 Average Evaluation: 3.6

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**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     **Poole & Kent Company of Florida**    , 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 .

**CD 2.15(1) PLANT 2 CLUSTER 1 DIGESTER UPGRADES,  
CONTRACT NO. S-889**

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Twenty Four Million Nine Hundred Five Thousand Two Hundred Dollars and No Cents (U.S. Dollars) \$24,905,200.00.**

- 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 the 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 its 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 Terms and Conditions, 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 -159), the Small Business Enterprise (SBE) Program Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Bidder's (Debarment) (Ordinance 93-129); Code of



## CONTRACT

Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Community Workforce Program County Code Section 2-1701; 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) (if Ordinance 97-215 as amended by Ordinance 99-16 is applicable); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

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 it 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".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11D(1) Termination for Convenience.

**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

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

**WHEN THE CONTRACTOR IS A CORPORATION**

(CORPORATION SEAL)

Pooler & Kent Company of Florida

(Name of Corporation)

ATTEST

\_\_\_\_\_  
Assistant (Secretary)

By: \_\_\_\_\_  
(Signature of Officer)

David A. Strickland, SVP & Asst. Secretary  
(Print or type name)

Patrik H. Carr  
(Print or type name)

President & CEO  
(Official Title)

1781 N.W. North River Drive

Miami, FL 33125  
(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.

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**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Patrick H. Carr who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the 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: Patrick H. Carr  
Signature of Affiant

Patrick H. Carr, President & CEO  
Printed Name of Affiant and Title

Poole & Kent Company of Florida  
Printed Name of Firm

September 26, 20 16  
Date

7 / 5 - 3 / 1 / 6 / 3 / 4 / 6 / 6 /  
Federal Employer Identification Number

1781 NW North River Drive, Miami, FL 33125  
Address of Firm

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SUBSCRIBED AND SWORN TO (or affirmed) before me this 26th day of September, 2016

He/She is personally known to me or has presented \_\_\_\_\_  
as identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

*Christine Mendez*  
Signature of Notary

EE213393  
Serial Number

Christine Mendez  
Print or Stamp Name of Notary

October 31, 2016  
Expiration Date

Notary Public – State of Florida



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Miami-Dade County  
**VENDOR AFFIDAVITS FORM**  
*(Uniform County Affidavits)*

**Internal Services Department (ISD)**  
**Procurement Management Services Division**  
**Vendor Services Section**  
 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974  
 Telephone: 305-375-5773  
[www.miamidade.gov/procurement](http://www.miamidade.gov/procurement)

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)**

In order to establish a file for your firm, you must enter your firm's FEIN. The number becomes your "County Vendor Number". Please enter your Federal Employer Identification Number (FEIN) or, if none, then enter the owner's Social Security Number (SSN).

FEIN \_\_\_\_\_

**NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

NAICS Code \_\_\_\_\_



**SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)**

Poole & Kent Company of Florida

A) Name of Entity, Individual(s), Partners or Corporation		B) Doing Business As (If same as line A, leave blank)		
1781 N.W. North River Drive	Miami	Florida	United States	33125
Street Address (P.O. Box Number is not permitted)	City	State (U.S.A.)	Country	Zip Code

**1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT**  
 (Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS				CHECK BOXES BELOW											
FULL LEGAL NAME	TITLE	ADDRESS		GENDER		RACE / ETHNICITY									
Please see attached.				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other				

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS	% OF OWNERSHIP	ADDRESS
EMCOR Group, Inc,	100%	301 Merritt Seven, Norwalk, CT 06851

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**2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT**

(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees?      Yes   X        No \_\_\_\_\_
2. Does your firm provide paid health care benefits for its employees?      Yes   X        No \_\_\_\_\_
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES		
	Males	Females	
White	68	5	
Black	6	0	
Hispanic	13	6	
Asian/Pacific Islander	1	0	
Native American/Alaskan Native	0	0	
Other			
<b>Total Number of Employees</b>	<b>88</b>	<b>11</b>	<b>99</b>

Total Employees

**3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION**

(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

**4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT**

(Article I, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

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**5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

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**6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT**

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

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**7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT**

(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the Miami-Dade 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)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

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**8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT**

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

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**9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT**

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

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**10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT**

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

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**AFFIRMATION**

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

*[Handwritten Signature]*

August 23, 2016

(Signature of Affiant)

(Date)

Patrick H. Carr, President & CEO

Printed Name of Affiant and Title

**NOTARY PUBLIC INFORMATION**

Notary Public -  
State of: Florida

State

Miami-Dade

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 23rd day of August 2016.

by Patrick H. Carr, President & CEO

He or she is personally known to me

Or has produced identification

Type of Identification Produced

*[Handwritten Signature]*

Signature of Notary Public

EE 213393

(Serial Number)

Christine Mendez

Print or Stamp of Notary Public

October 31, 2016

Expiration Date



(When applicable)





**MIAMI DADE COUNTY**  
**Small Business Development**  
**Firm History Report**

From: 08/09/2011 To: 08/09/2016

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

PRIMES

PROJECT #	CONTRACT ID	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
DB09-WASD-06 (BUILD)	1	WS	GOAL CSBE 14.28%	09/20/2011	\$18,039,955.47
DESIGN-BUILD OF COGENERATION FACILITY IMPROVEMENTS AT SOUTH DISTRICT WASTEWATER TREATMENT PLANT					
S-868 (P0082)	1	WS	GOAL CSBE 5.51%	04/02/2013	\$5,720,050.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT-SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 (S-868)					
S-862	1	WS	MAKE_UP GOAL CSBE 3% GOAL CSBE 2.59%	02/19/2014	\$21,978,500.00
MASTER PUMP STATION NO. 3					
Changes Order # 1 FEB-02-16 225 days					
* P01441(7360)	1	WS	NO MEASURE	05/28/2014	\$2,905,360.00
CENTRAL DISTRICT WASTEWATER TREATMENT PLANT DIGESTER P-2/D-3 COVER REPLACEMENT					
S-871	1	WS	GOAL CSBE 5.78% GOAL SBE 97%	10/23/2015	\$17,895,350.00
NORTH DISTRICT WASTEWATER TREATMENT PLANT PRETREATMENT/SLUDGE TRANSFER REHABILITATION					



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Ver. 1

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

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**MIAMI DADE COUNTY**  
**Small Business Development**  
**Firm History Report**

From: 08/09/2011 To: 08/09/2016

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

PRIMES

PROJECT	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
S-880	1	WS	GOAL CSBE 5% GOAL SBE 1.75%	04/19/2016	\$13,413,000.00
CDWWTP CHLORINATION FACILITIES CONSENT DECREE PROJECT 2.17					\$13,413,000.00
Total Award Amount:					\$79,951,215.47
Total Change Orders Approved by BCC:					-\$500,000.00
					\$79,451,215.47

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

Wednesday, August 10, 2016

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**MIAMI DADE COUNTY**  
 Small Business Development  
 A&E Firm History Report

From: 08/09/2011 To: 08/09/2016

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

PRIMES

PROJECT #	CONTRACT #	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
DB08-WASD-05 (DESIGN)	1	WS	GOAL CBE 24%	08/20/2011	\$2,434,414.10
DESIGN-BUILD OF COGENERATION FACILITY IMPROVEMENTS AT SOUTH DISTRICT WASTEWATER TREATMENT PLANT (SIC 871)					
					\$2,434,414.10
Total Award Amount					\$2,434,414.10
Total Change Orders Approved by BCC					\$0.00

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miamidade.gov

Water and Sewer  
PO Box 330316 • 3071 SW 38 Avenue  
Miami, Florida 33233-0316  
T 305-665-7471

Construction Contracts Section  
Tel: (786) 552-8989

October 31, 2016

Poole & Kent Co., Florida  
1781 N.W. North River Drive  
Miami, FL 33125

**RE: NOTICE TO PROCEED**  
CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades, Contract No. S-889,  
PCTS No. 13629 (Site Address: Virginia Key, 3989 Rickenbacker  
Causeway, Miami, FL, District 7, Xavier L. Suarez)

Gentlemen:

In reference to the subject project, notice is hereby given to proceed with the work on October 31, 2016. The Department reserves the right to change the Notice to Proceed date. The awarded amount of this project is \$24,905,200.00. The Substantial Completion Date for the above mentioned Project is April 24, 2018 and the Project Final Completion date is June 23, 2018.

This letter shall serve as reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws codes and regulations.

Please contact Stephen Cross, Project Manager, at least 48 hours before you begin construction by telephoning (786) 858-3210.

Your executed books will follow under separate cover.

Sincerely,

Isaac Smith, Manager  
Construction Contracts Section

- cc: Arlyn Rull
- Manuel Moncholi
- Dan Edwards
- Robert Fergen
- David Charan
- Sergio Hoyos (PMCM)
- Stephen Cross (PMCM)
- Brian Lamay (MWH)
- Lillian Marrero (MWH)
- Jane House (PMCM)
- Brian Stitt (Consultant)
- David Wood (Consultant)
- Andrea Suarez (Consultant)
- Scott Eckler (Consultant)
- Edith Brown
- Manley Cobla
- John Caneparl, IG
- Alice Hidalgo-Gato, DSB
- Surety Company
- File

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# Memorandum



Date:

To: Lester Sola, Director  
Water and Sewer Department

From: Arlyn Rull  
Assistant Director  
Intergovernmental and Internal Operations

Subject: Recommendation Approving Award of a Construction Contract for One Year Countywide Contract For Rehabilitation of Sanitary Sewers By The Sectional Lining Method, With County Option To Renew For An Additional Three Years On A Yearly Basis, Contract No.: S-900

CLERK OF THE BOARD  
2016 OCT 19 PM 2:44  
CLERK, CIRCUIT & COUNTY CTY.  
MIAMI-DADE COUNTY, FLA.  
#1

**RECOMMENDATION:**

Pursuant to the Miami-Dade Water and Sewer Department (WASD) Consent Decree and Capital Improvement Programs Acceleration Ordinance, Section 2-8.2.12 of the Code of Miami-Dade County, it is recommended that the County Mayor or County Mayor's designee approve this contract award recommendation to UIT, LLC to perform sewer rehabilitation for One Year Countywide Contract For Rehabilitation of Sanitary Sewers By The Sectional Lining Method, With County Option To Renew For An Additional Three Years On A Yearly Basis, Contract No. S-900. The total compensation amount is up to \$4,000,000 with a total contract term of up to 1460 days, if all options to renew are exercised. This contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD).

**DELEGATION OF AUTHORITY:**

Pursuant to Section 2-8.2.12 of the Code, the County Mayor or County Mayor's designee is authorized to amend and execute the Contract. Under Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee will have the authority to amend and/or extend the 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.

**PROJECT NAME:**

One Year Countywide Contract For Rehabilitation of Sanitary Sewers By The Sectional Lining Method, With County Option To Renew For An Additional Three Years On A Yearly Basis

**PROJECT DESCRIPTION:**

The project consists of furnishing all labor, materials and equipment necessary for rehabilitating 8-inch through 36-inch diameter sanitary sewer pipe faults by the cured-in-place sectional lining method, under different work orders, at different locations, anywhere within the limits of Miami-Dade County, Florida, as ordered by WASD during a one-year period. This is a non-exclusive contract, and as such, the Department may issue other similar contracts for this type of work, and therefore does not guarantee that the full amount of the contract work as listed in the proposal will be issued to the contractor. The actual amount of work orders assigned will be the prerogative of WASD in its sole discretion and dependent only upon its needs.

The work will also include the following: reinstatement of service laterals, installation of pipe liners in easement areas, cleaning and video inspections, supplementary cleaning of the sewers to be repaired, 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 manhole openings, without disturbing any utility, street surface, or adjacent property.

**PROJECT LOCATION:**

Countywide

**SMALL BUSINESS DEVELOPMENT (SBD)**

**REVIEW DATE:** 06/08/2016

**SIGNOFF DATE:** 06/10/2016

**SBD REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** (See EXHIBIT "A", as attached)

TYPE	GOAL	COMMENT
SBE-Construction	Set Aside	Due to an analysis of factors including availability of Small Business Enterprise (SBE) firms, as well as provisions of Implementing Order 3-22, it was determined that a Set Aside is appropriate for this project.
SBE-Goods & Services	N/A	See comment above.
CWP	N/A	CWP is not applicable. Project is work order driven, with each issuance completed within less than 30 days.

**PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:**

General Engineering, State Underground, Pipeline and/or other categories as applicable by Chapter 489 of the Florida Statutes or Chapter 10 of Miami-Dade County Code.

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):** (See EXHIBIT "B", as attached)

FIRM NAME	SUBCONTRACTOR OR SUPPLIER	SCOPE OF WORK OR MATERIALS & SERVICES
Infrastructure Repair Systems	Supplier	Materials, Liner
Manufactured Technologies Corporation (MTC)	Supplier	Materials, Liner

**APPLICABLE WAGES:** Yes

**MANDATORY CLEARING HOUSE:** No

**PRIMARY COMMISSION DISTRICT:** Various Districts

**APPROVAL PATH:**

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

**MANAGING DEPARTMENT:** Miami-Dade Water and Sewer Department

**FISCAL IMPACT / FUNDING SOURCE:** (See EXHIBIT "C", as attached)  
 9650201 GRAVITY SEWER RENOVATIONS \$4,000,000.00  
 Book Page: 63, Volume 3, Adopted Budget and Multi-Year Capital Plan  
 for Fiscal Year 2016-2017

**LIFE EXPECTANCY OF ASSET:** 40 years

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

**SUSTAINABLE BUILDINGS ORDINANCE:** (Ord. No. 07-65)  
 This project does not qualify for compliance with the Sustainable Buildings Ordinance.

**TOTAL CONTRACT PERIOD:** 1460 Days  
 The initial contract term is for one year (365 days). The Mayor or Mayor's designee has the option to renew the contract for up to an additional three years (1095 days).

**CONTINGENCY PERIOD:** 37 Days for initial contract term and an additional 37 days for each renewal option.

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE CONTRACT AMOUNT:** \$ 837,270.00

<b>OPTION TO EXTEND:</b>	<b>AMOUNT:</b> \$3,000,000.00	<b>DAYS:</b> 1095	<b>EXTENSION COMMENT:</b> The Mayor or Mayor's designee has the option to renew the contract for up to an additional three (3) years, on a yearly basis, with the same unit prices used in the original contract. Each renewal option is for a one (1) year period and \$1,000,000, for a possible total amount of \$3,000,000, should all options be exercised.
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**CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):**

Type	AMOUNT	PERCENT	COMMENT
INFRASTRUCTURE	\$83,727.00	10%	For Initial Contract Term and each Contract Renewal Term

**DEDICATED ALLOWANCES:**

<b>FOR PERMIT FEES:</b>	\$2,003.00	0.24%	For Initial Contract Term and each Contract Renewal
<b>FOR PROVIDING OFF-DUTY POLICEMEN FOR TRAFFIC CONTROL:</b>	\$16,000.00	1.91%	For Initial Contract Term and each Contract Renewal
<b>CLEANING AND PRE-WORK VIDEO INSPECTION FOR CANCELED REPAIRS:</b>	\$16,000.00	1.91%	For Initial Contract Term and each Contract Renewal
<b>FOR EXCESS SECTIONAL LINING OF ANY SIZE</b>	\$ 45,000.00	5.37%	For Initial Contract Term and each Contract Renewal

**TOTAL DEDICATED ALLOWANCE:** \$ 79,003.00

**TOTAL CONTRACT AMOUNT:** \$ 1,000,000.00

**SEA LEVEL RISE (Ord. No. 14-79):**

The impact of sea level rise has been considered as part of the design.

**TRACK RECORD / MONITOR/SBD HISTORY OF VIOLATIONS:**

Due diligence was conducted by WASD and the Internal Services Department (ISD) in accordance with ISD's Procurement Guidelines to determine responsibility, including verifying corporate status, 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 UIT, LLC's responsibility. This information is being provided pursuant to Resolution R-187-12.

**EXPLANATION:**

On August 25, 2016, the Department received and opened three (3) bids in response to an advertisement for an open competitive solicitation for this construction contract (See EXHIBIT "D", as attached). Unit price bids were used for uniform comparison amongst bidders, and bids were evaluated based upon the lowest total amount in the Proposal. Below is a summary of the three lowest bids:

UIT, LLC	\$ 746,306.78
Flotech Environmental	\$ 824,525.52
IMR Flotech Environmental, LLC	\$1,889,110.12

All three bid submittals received were sent to the Internal Services Department's (ISD) Division of Small Business Development (SBD) for a compliance review of the Small Business Enterprise participation goals assigned to the construction contract. On August 29, 2016, SBD issued the results of its findings confirming that all three bidders that submitted were in compliance with the contract measures established. A copy of SBD's Compliance Review along with UIT, LLC's Schedule of Intent Affidavit are attached (See EXHIBIT "E", as attached).



ISD's Capital Improvements Information System (CIIS) database contains one evaluation for UIT, LLC, with an average overall rating of 3.7 points out of a possible 4 points, which is indicative of an above average performance (See EXHIBIT "F", as attached).

Therefore, it is recommended that the project be awarded to the lowest responsible, responsive bidder, UIT, LLC, whose base bid is approximately 27% below the engineer's base estimate.

The Contract, Collusion Affidavit and the Firm's Responsibility Affidavit (also called "Combined Affidavit") executed by UIT, LLC are attached as EXHIBIT "G", EXHIBIT "H" and Exhibit "I", respectively.

**SUBMITTAL DATE:** 08/25/2016  
**ESTIMATED NOTICE TO PROCEED:** 01/02/2017  
**PRIME CONTRACTOR:** UIT, LLC  
**COMPANY PRINCIPAL:** Gonzalo Balandra  
**COMPANY QUALIFIERS:** Gonzalo Balandra  
**EMAIL ADDRESS:** balandra@uitfl.com  
**COMPANY ADDRESS:** 251 Valencia Ave #4655  
Coral Gables, FL 33134  
**YEARS IN BUSINESS:** 6 years

**PREVIOUS EXPERIENCE WITH THE COUNTY IN THE PAST FIVE (5) YEARS:**

According to the Firm History Report (See EXHIBIT "J", as attached) provided by the Internal Services Department's Division of Small Business Development, UIT, LLC had one (1) award within the past 5 years with a value of \$874,211.20 via the County's Miscellaneous Construction Program 7040 Plan.

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes**

In addition to licensing requirements, Bidders were required to submit proof that his/her firm has been regularly and successfully engaged in the installation of sectional liners in sanitary sewers for a minimum of one (1) year, and has successfully performed an aggregate amount of at least 200 repairs in the United States, for the bid to be acceptable.

**CONTRACT MANAGER NAME/PHONE/EMAIL:**

Isaac Smith / 786-552-8255 / ISMIT01@miamidade.gov

**PROJECT MANAGER NAME/PHONE/EMAIL:**

Dalia Abrahante / 786-268-5266 / Dalia.Abrahante@miamidade.gov

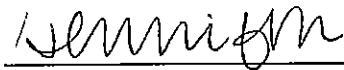
**BACKGROUND:**

On May 21, 2013, the Board of County Commissioners authorized the execution of a Consent Decree between Miami-Dade County, the United States of America, the State of Florida and the Florida Department of Environmental Protection, for improvements to the County's wastewater collection and treatment system. This project is one in a series of projects required to comply with the Consent Decree.

In addition, WASD is required to make repairs to the sewage collection system to comply with the Volume Sewer Customer Ordinance and the Wellfield Protection Ordinance, Section 24-13.1 and Section 24-12.1 of the Miami-Dade County Code, respectively.

**SIGNATURE PAGE**

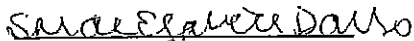
**One Year Countywide Contract For Rehabilitation of Sanitary Sewers By The Sectional Lining Method, With County Option To Renew For An Additional Three Years On A Yearly Basis  
Project No: N/A ; Contract No: S-900**



JENNIFER MOON  
OMB DIRECTOR

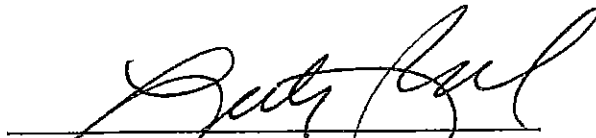
10/19/16  
DATE

APPROVED AS TO LEGAL  
SUFFICIENCY



SARAH E. DAVIS  
ASSISTANT COUNTY ATTORNEY

10/11/16  
DATE



LESTER SOLA, WASD DIRECTOR  
ON BEHALF OF MAYOR CARLOS A. GIMENEZ

10/17/16  
DATE



## Small Business Development Division Project Worksheet

**Project/Contract Title:** ONE YEAR COUNTWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE SECTIONAL LINING METHOD, WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL THREE YEARS ON A YEARLY BASIS

**Received Date:** 06/08/2016

**Project/Contract No:** S-900

**Funding Source:**

**Resubmittal Date(s):**

**Department:** WATER AND SEWER

EW 658, WASD REVENUE BONDS SOL

**Estimated Cost of Project/Bid:** \$918,720.00

**Description of Project/Bid:** The project consists of furnishing all labor, materials and equipment necessary for rehabilitating 8-inch through 36-inch diameter sanitary sewer pipe faults by the cured-in-place sectional lining method, under different work orders, at different locations, anywhere within the limits of Miami-Dade County, Florida, as ordered by WASD during a one-year period. The work shall be accomplished through sanitary sewer manhole openings, without disturbing any utility, street surface, or adjacent property.



Contract Measures Recommendation		
Measure	Program	Goal Percent
Set Aside	SBE/CONS	100.00%

**Reasons for Recommendation**

An analysis of the factors contained in the project package, as well as, the factors contained in Implementing Order 3-22 indicates a Set Aside is appropriate for this contract due to availability of SBE firms.  
CWP Not Applicable; Less than 30 days; Work Order Driven

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

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Water and Sewer Line and Related Structures Construction	SBE/CONS	\$918,720.00	100.00%	
<b>Total</b>		<b>\$918,720.00</b>		

**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.*

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		6/10/16 Date

**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 VIT LLC FEIN # 27-2127267  
 Project/Contract Number 5-900

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 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)						Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)								
		Principal Owner						Race/Ethnicity						Race/Ethnicity								
		Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
NO Subcontractors 100% Self Perform																						
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)						Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)								
Infrastructure Repair Systems MTC		Materials from Materials from						Race/Ethnicity						Race/Ethnicity								

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 on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/businessdevelopment.asp>.

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

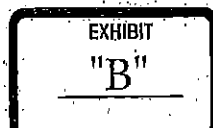
Signature of Bidder/Respondent Greg Bohm

Print Name Corzab Balanda

Print Title Managing Member

Date 5/16/16

SUB 100 Rev. 6/1



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FY 2016 - 17 Proposed Budget and Multi-Year Capital Plan

GRAVITY SEWER RENOVATIONS

PROJECT #: 9650201

DESCRIPTION: Rehabilitate gravity sewers to reduce infiltration and inflow  
 LOCATION: Systemwide District Located: Systemwide  
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Future WASD Revenue Bonds	3,670	1,376	1,268	1,050	650	350	224	0	8,678
WASD Revenue Bonds Sold	5,153	0	0	0	0	0	0	0	5,153
<b>TOTAL REVENUES:</b>	<b>8,823</b>	<b>1,376</b>	<b>1,268</b>	<b>1,050</b>	<b>650</b>	<b>350</b>	<b>224</b>	<b>0</b>	<b>13,731</b>
EXPENDITURE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Construction	8,381	1,307	1,195	988	618	333	213	0	13,045
Planning and Design	442	69	63	52	32	17	11	0	686
<b>TOTAL EXPENDITURES:</b>	<b>8,823</b>	<b>1,376</b>	<b>1,258</b>	<b>1,050</b>	<b>650</b>	<b>350</b>	<b>224</b>	<b>0</b>	<b>13,731</b>

SANITARY SEWER SYSTEM IMPROVEMENTS

PROJECT #: 9650221

DESCRIPTION: Construct sanitary sewer system improvements using funds from the special construction fund including special taxing districts  
 LOCATION: Systemwide District Located: Systemwide  
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Wastewater Special Construction Fund	50,380	0	0	0	0	0	0	0	50,380
<b>TOTAL REVENUES:</b>	<b>50,380</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,380</b>
EXPENDITURE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Construction	6,288	2,500	2,500	2,500	2,500	2,500	32,592	0	50,380
<b>TOTAL EXPENDITURES:</b>	<b>6,288</b>	<b>2,500</b>	<b>2,500</b>	<b>2,500</b>	<b>2,500</b>	<b>2,500</b>	<b>32,592</b>	<b>0</b>	<b>50,380</b>

CENTRAL MIAMI-DADE WASTEWATER TRANSMISSION MAINS AND PUMP STATION IMPROVEMENTS

PROJECT #: 9650241

DESCRIPTION: Construct a force main crossing Bear Cut, a force main in Flagler St from SW 37 Ave to SW 10 Ave, and a force main from Miami Beach to the Central District Wastewater Treatment Plant  
 LOCATION: Wastewater System - Central District Area District Located: Systemwide  
 City of Miami District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Future WASD Revenue Bonds	1,132	7,127	17,360	17,450	18,583	19,421	13,430	55,255	149,758
WASD Future Funding	0	0	0	0	0	0	0	828	828
WASD Revenue Bonds Sold	6,505	0	0	0	0	0	0	0	6,505
Wastewater Connection Charges	13,352	6,132	4,000	6,000	5,000	7,000	7,000	17,732	65,216
<b>TOTAL REVENUES:</b>	<b>20,989</b>	<b>13,259</b>	<b>21,360</b>	<b>22,450</b>	<b>23,583</b>	<b>26,421</b>	<b>20,430</b>	<b>73,815</b>	<b>222,307</b>
EXPENDITURE SCHEDULE:	PRIOR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	FUTURE	TOTAL
Construction	10,010	9,419	17,377	17,673	19,717	21,601	17,570	77,816	191,183
Planning and Design	1,629	1,633	2,830	2,877	3,210	3,517	2,860	12,668	31,124
<b>TOTAL EXPENDITURES:</b>	<b>11,639</b>	<b>10,952</b>	<b>20,207</b>	<b>20,550</b>	<b>22,927</b>	<b>25,118</b>	<b>20,430</b>	<b>90,484</b>	<b>222,307</b>

Estimated Annual Operating Impact will begin in FY 2019-20 in the amount of \$2,253,000

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

ONE YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE SECTIONAL LINING METHOD  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL THREE YEARS ON A YEARLY BASIS

CONTRACT NO. S-900

ESTIMATE: \$ 835,200.00

TABULATION OF BIDS  
BIDDERS

Bid Date: August 25, 2016

Flotech Environmental  
9824 NE 5th Ave. Rd.  
Miami, FL 33128

Flotech Contracting  
40 SW 13 St #301  
Miami, FL 33130

UIT, LLC  
251 Valencia Ave. #4655  
Coral Gables, FL 33134

Item No.	Description	Est. Quantity	Unit Cost	Amount	Bid	Unit Cost	Amount	Unit Cost	Amount
1.1A	Cured-in place 8-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	400	\$1,150.00	\$460,000.00	\$500,000.00	\$1,250.00	\$500,000.00	\$1,950.00	\$780,000.00
1.1B	Additional length of cured-in-place sectional pipe lining beyond 8 linear feet in length for the unit price per linear foot of:	Each 34	\$1.00	\$34.00	\$0.34	\$0.01	\$0.34	\$100.00	\$3,400.00
1.2A	Cured-in-place 10-inch sectional pipe lining, 8 linear feet in length for unit price per each of:	Linear Foot 50	\$1,200.00	\$60,000.00	\$72,500.00	\$1,450.00	\$72,500.00	\$1,835.00	\$91,750.00
1.2B	Additional length of cured-in-place 10-inch sectional pipe lining beyond 8 linear feet in length for the unit price per linear foot of:	Each 8	\$1.00	\$8.00	\$0.08	\$0.01	\$0.08	\$100.00	\$800.00
1.3	Cured-in-place 12-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Linear Foot 25	\$1,000.00	\$25,000.00	\$45,000.00	\$1,800.00	\$45,000.00	\$1,900.00	\$47,500.00
1.4	Cured-in-place 16-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 10	\$1,600.00	\$16,000.00	\$20,000.00	\$2,000.00	\$20,000.00	\$2,200.00	\$22,000.00
1.5	Cured-in-place 16-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 2	\$1,600.00	\$3,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$2,250.00	\$4,500.00
1.6	Cured-in-place 18-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 2	\$2,200.00	\$4,400.00	\$4,600.00	\$2,300.00	\$4,600.00	\$2,750.00	\$5,500.00
1.7	Cured-in-place 21-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,900.00	\$2,900.00
1.8	Cured-in-place 24-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 1	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$2,300.00	\$3,000.00	\$3,000.00
1.9	Cured-in-place 27-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 1	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00	\$2,300.00	\$3,500.00	\$3,500.00
1.10	Cured-in-place 30-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 1	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00	\$2,750.00	\$4,250.00	\$4,250.00
1.11	Cured-in-place 36-inch sectional pipe lining, 8 linear feet in length, for the unit price per each of:	Each 1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00



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MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

ONE YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE SECTIONAL LINING METHOD  
WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL THREE YEARS ON A YEARLY BASIS

CONTRACT NO. S-900

TABULATION OF BIDS		ESTIMATE: \$ 835,200.00		Bid Date: August 25, 2016		
BIDDERS		UIT, LLC		JMR Contracting		
		251 Valencia Ave. #4655		40 SW 13 St. #301		
		Coral Gables, FL 33134		Miami, FL 33130		
		Flotech Environmental		9824 NE 5th Ave. Rd.		
		Miami Shores, FL 33128		Miami, FL 33130		
Item No.	Description	Est. Quantity	Unit Cost	Bid Amount	Unit Cost	Bid Amount
4.4	For cost of required construction permits and fees, if authorized by the Engineer, the sum of	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Aggregate Sum				\$60,664.25	\$67,775.05	\$99,980.30
4.5	for unforeseen conditions, for minor construction changes and for quantity adjustment, if ordered by the Engineer, the sum of 10% of the Subtotal Item 4.0, (-10) x (Subtotal, Item 4.0)	1	\$60,664.25	\$60,664.25	\$67,775.05	\$99,980.30
Aggregate Sum				\$746,306.78	\$824,525.52	\$1,176,783.30
<b>TOTAL BID (Item 4.0,4.1, 4.2,4.3, 4.4 and 4.5)</b>						

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# Memorandum



**DATE:** August 26, 2016

**TO:** Isaac Smith, Manager Construction Contracts  
Water & Sewer Department

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

**SUBJECT:** Compliance Review  
Project No. S-900  
One-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Sectional Lining Method, with County Option to Renew for an Additional Three Years on a Yearly Basis



Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise (SBE/Cons) program for construction services. The contract measures established for this project is 100% Set-Aside SBE/Cons goal measure.

The Miami Dade Water and Sewer Department has submitted bid documents for the firms listed below for compliance review. Following is the pre-award compliance status and summary.

**FIRM**

1. Flotech Environment, LLC
2. IMR Contracting Corporation
3. UIT, LLC

**STATUS**

- Compliant  
Compliant  
Compliant

**SUMMARY:**

**Flotech Environment, LLC (#1)**, a certified SBE/Cons firm, submitted the required Schedule of Intent (SOI) Affidavit committing to perform sectional lining, clean and CCTV work with its own forces at 100%. Flotech Environment, LLC signed its respective SOI Affidavit in agreement with the information listed. Flotech Environment, LLC is in compliance with the Implementing Order for the SBE/Construction program for the purchase of construction services.

**IMR Contracting Corporation (#2)**, a certified SBE/Cons firm, submitted the required Schedule of Intent (SOI) Affidavit committing to perform all services of work with its own forces at 100%. IMR Contracting Corporation, signed its respective SOI Affidavit in agreement with the information listed. IMR Contracting Corporation is in compliance with the Implementing Order for the SBE/Construction program for the purchase of construction services.

**UIT, LLC (#3)**, a certified SBE/Cons firm, submitted the required Schedule of Intent (SOI) Affidavit committing to self-perform all services of work with its own forces at 100%. UIT, LLC signed its respective SOI Affidavit in agreement with the information listed. UIT, LLC is in compliance with the Implementing Order for the SBE/Construction program for the purchase of construction services.

Isaac Smith  
August 26, 2016  
Compliance Review, Project No. S-900  
Page 2

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of August 1, 2016. Also, a review of the History of Violations Report as of August 19, 2016 indicates that none of the aforementioned firms have an open violation.

Please note that SBD staff reviewed and addressed compliance with the SBE/Cons and SBE/GS programs. The Capital Improvements Section of the WASD is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Angel Castro at (305) 375-3149.

c: Laurie Johnson, SBD, ISD  
File



# SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor UIT LLC Contact Person Gonzalo Balade  
 Address 251 Valencia Ave #4655 Coral Gables, FL 33134 Phone 305-519-4524 Fax 305-519-4524 Email uit11c@aol.com  
 Project Name One year contract for rehabilitation of sanitary sewers by the sectional Project Number 5900  
 SBE-Const Contract Measure Living Method

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
UIT LLC	15340	6/30/2019	100% Self Perform	100%	100%
Prime Contractor Total Percentage:					

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

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Trade Set Aside %	(if applicable) SBE-Const Goal Make-Up %
Subcontractor Total Percentage:						

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

Gonzalo Balade Prime Signature Date 8/12/15  
Gonzalo Balade Prime Print Name Managing Member Prime Print Title

The undersigned has reasonable and unquestioned 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.

SBE-Const Subcontractor Signature \_\_\_\_\_ SBE-Const Subcontractor Print Name \_\_\_\_\_ SBE-Const Subcontractor Print Title \_\_\_\_\_ Date \_\_\_\_\_

- Check this box if this form is submitted in your pricing envelope.
- Check this box if Form SBD 305B have been submitted in your pricing envelope.
- Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-jsta.asp>

SBD's Website: <http://www.miamidade.gov/smallbusiness/>

Small Business Development Division - Internal Services Department

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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	T1979	7040	UIT,LLC	7/19/2016	Dalia Abrahante	Project conclusion or closeout	3.7

Evaluation Count: 1 Contractors: 1 Average Evaluation: 3.7

Exit

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**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 UIT, 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

**One-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Sectional Lining Method, with County Option to Renew for an Additional Three Years on a Yearly Basis, Contract No. S-900**

at the unit prices reflected in the Proposal, for an aggregate amount up to One Million Dollars and No Cents (U.S. Dollars) \$1,000,000.00. The Contract will be awarded for an aggregate amount of up to \$1,000,000 for a twelve month period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the 12-month period whichever occurs first. The twelve month term of the Contract will commence with issuance of the Notice to Proceed. The County Mayor or County Mayor's designee has the option to renew the Contract for up to an additional three 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 \$3,000,000. Each renewal option will be for a one-year period and up to \$1,000,000. 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 the 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 its 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.

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## CONTRACT

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 Terms and Conditions, 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 -159), the Small Business Enterprise (SBE) Program Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Community Workforce Program County Code Section 2-1701; 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) (if Ordinance 97-215 as amended by Ordinance 99-15 is applicable); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

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 it 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".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11D(1) Termination for Convenience.

**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

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

**WHEN THE CONTRACTOR IS A CORPORATION**

(CORPORATION SEAL)

ATTEST:

KATIA MONTANILLA  
(Secretary)

[Signature]  
(Print or type name)

UIT, LLC  
(Name of Corporation)

By: [Signature]  
(Signature of Officer)

Gonzalo Balandra  
(Print or type name)

Managing Member  
(Official Title)

251 Valencia Ave., #4655

Coral Gables, FL 33134  
(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.



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 Gonzalo Balandia 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 bidder of this contract.

I state that the bidder of this contract:

[X] 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:

Blank lines for listing related parties.

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: [Signature] Signature of Affiant

August 8 2016 Date

Gonzalo Balandia Managing Member Printed Name of Affiant and Title

217-2112171216121 Federal Employer Identification Number

VET LLC Printed Name of Firm

251 Valencia Ave # 465 Coral Gables, FL 33134 Address of Firm

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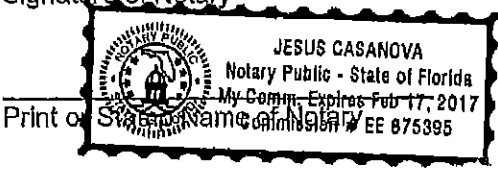


SUBSCRIBED AND SWORN TO (or affirmed) before me this 8 day of August, 2016

He She is personally known to me or has presented \_\_\_\_\_  
as Identification. Type of Identification

Cb  
Signature of Notary

EE 875395  
Serial Number



FEB 17 2017  
Expiration Date

Notary Public - State of FLORIDA

(62)

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Miami-Dade County  
**VENDOR AFFIDAVITS FORM**  
 (Uniform County Affidavits)

**Internal Services Department (ISD)**  
**Procurement Management Services Division**  
**Vendor Services Section**  
 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974  
 Telephone: 305-375-5773  
[www.miamidade.gov/procurement](http://www.miamidade.gov/procurement)

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)**

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

FEIN 27-2127262

**NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

NAICS Code \_\_\_\_\_



**SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)**

UIT LLC

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line A, leave blank)

251 Valencia Ave 4655  
 Street Address (P.O. Box Number is not permitted)

Coral Gables  
 City

FL  
 State (U.S.A.)

USA  
 Country

33134  
 Zip Code

**1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT**  
 (Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

**PRINCIPALS**

FULL LEGAL NAME	TITLE	ADDRESS
<u>Gonzalo Balandra</u>	<u>Managing Member</u>	<u>618 Mendoza Ave. Coral Gables, FL 33134</u>

**OWNERS**

**CHECK BOXES BELOW**

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY							
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaska Native	Other		
<u>Gonzalo Balandra</u>	<u>Managing Member</u>	<u>100%</u>	<u>618 Mendoza Ave. Coral Gables 33134</u>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>					

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

**OTHER CORPORATIONS**

	% OF OWNERSHIP	

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**2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT**  
 (County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes \_\_\_\_\_ No
2. Does your firm provide paid health care benefits for its employees? Yes \_\_\_\_\_ No
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES	
	Males	Females
White		
Black	1	
Hispanic	10	
Asian/Pacific Islander		
Native American/Alaskan Native		
Other		
<b>Total Number of Employees</b>	<b>11</b>	<b>11</b>

Total Employees

**3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION**  
 (Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

**4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT**  
 (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

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**5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**  
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

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**6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT**  
(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

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**7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT**

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade 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)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

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**8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT**

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

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**9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT**

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

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**10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT**

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

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**AFFIRMATION**

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

Gonzalo Balandra  
(Signature of Affiant)

9/19/16  
(Date)

Gonzalo Balandra Managing Member  
Printed Name of Affiant and Title

**NOTARY PUBLIC INFORMATION**

Notary Public -  
State of:

FLORIDA

State

MIAMI-DADE

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 19 day of SEPTEMBER 20 16

by GOZALD BALANDRA He or she is personally known to me  Or has produced identification

Type of Identification Produced \_\_\_\_\_

JC

Signature of Notary Public

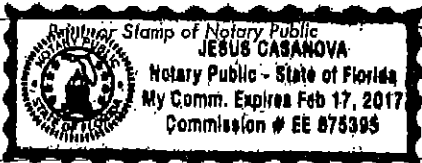
EE 075395

(Serial Number)

FEB 17, 2017

Expiration Date

Notary Public Seal  
(When applicable)





**MIAMI DADE COUNTY**  
**Small Business Development**  
**Firm History Report**

From: 09/23/2011 To: 09/23/2016

PRIMES

FIRM NAME: UIT LLC  
 251 Valencia, Suite 4655  
 Coral Gables, FL 33134-0000

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
	1	WS	LEVEL 1 SET ASIDE CSBE 100%	04/02/2015	\$874,211.20

\* RPQ NO. T1879  
 ONE-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWER  
 BY SECTIONAL LINING METHOD

\$874,211.20

Total Award Amount	\$874,211.20
Total Change Orders Approved by BCC	\$0.00
	\$874,211.20

110



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



miamidade.gov

Water and Sewer  
PO Box 330316 • 3071 SW 38 Avenue  
Miami, Florida 33233-0316  
T 305-665-7471

Construction Contracts Section  
Tel: (786) 552-8989

November 1, 2016

VIA EMAIL

UIT, LLC  
251 Valencia Avenue, #4655  
Coral Gables, Florida 33134

Subject: **NOTICE TO PROCEED**  
One-Year Countywide Contract for Rehabilitation of Sanitary  
Sewers by the Sectional Lining Method, With County Option to  
Renew for an Additional Three Years on a Yearly Basis,  
Contract No. S-900, PCTS No. 15007  
(Site Address: Countywide)

Gentlemen:

In reference to the subject project, notice is hereby given to proceed with the work on January 4, 2017. The Department reserves the right to change the Notice to Proceed date. The awarded amount of this project is for an aggregate amount up to \$1,000,000 for the initial one-year period. The County does not guarantee that the full amount of the Contract will be issued to, or paid to the contractor. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs. The Project completion date for the initial one-year period is January 4, 2018.

This letter shall serve as reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws codes and regulations.

Please contact Dalia Abrahante, Project Manager, at least 48 hours before you begin construction by telephoning (786) 268-5266.

Your executed contract books will follow.

Sincerely,

Isaac Smith, Manager  
Construction Contracts Section

- cc: Arlyn Rull
- Manny Moncholi
- George Dansoh
- Rodolfo Martinez
- Juan Bedoya
- Al Galambos
- Inl Roberts
- David Vazquez
- Oscar Vasquez
- Edith Brown
- Manley Cobia
- John Caneparl, IG
- Alice Hidalgo-Gato, DSBD
- Surety Company
- File

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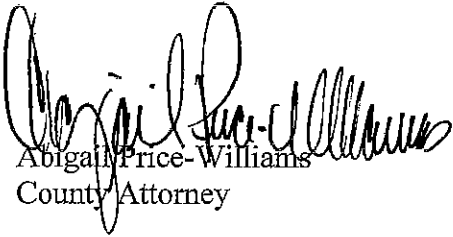


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** February 22, 2017

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 3(B)(4)

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
- Statement of social equity 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.  
2-22-17

3(B)(4)

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

RESOLUTION RATIFYING VARIOUS ACTIONS BY COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA SPECIFICALLY THE AWARD AND EXECUTION OF: (1) A CONSTRUCTION CONTRACT FOR TWO-YEAR COUNTYWIDE CONTRACT FOR CLEANING AND TELEVISIONING OF LARGE DIAMETER SEWERS, WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS TO LAYNE INLINER, LLC IN THE AMOUNT OF \$6,000,000.00; (2) A CONSTRUCTION CONTRACT FOR CD 2.15(1) PLANT 2 CLUSTER 1 DIGESTER UPGRADES TO POOLE & KENT COMPANY OF FLORIDA IN THE AMOUNT OF \$24,905,200.00; AND (3) A CONSTRUCTION CONTRACT FOR ONE YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE SECTIONAL LINING METHOD, WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL THREE YEARS ON A YEARLY BASIS TO UIT, LLC IN THE AMOUNT OF \$4,000,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE 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 (1) ratifies the actions of the County Mayor or County Mayor's designee, as authorized by Section 2-8.2.12 of the Code of Miami-Dade County, specifically the award and execution of (A) a Construction Contract for Two-Year Countywide Contract for Cleaning and Televisioning of Large Diameter

Sewers, with County Option to Renew for an Additional Two Years on a Yearly Basis to Layne Inliner, LLC in the amount of \$6,000,000.00; (B) a Construction Contract for CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades to Poole & Kent Company of Florida in the amount of \$24,905,200.00; and (C) a Construction Contract for One Year Countywide Contract for Rehabilitation of Sanitary Sewers By The Sectional Lining Method, with County Option to Renew for an Additional Three Years on a Yearly Basis to UIT, LLC in the amount of \$4,000,000.00; and (2) authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in such contracts, as set forth in the accompanying memorandum. The solicitation documents and resulting contracts are kept on file with and are available upon request from the Intergovernmental Affairs Division of the Miami-Dade Water and Sewer Department.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 22<sup>nd</sup> day of February, 2017. 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