

# Memorandum



**Date:** February 18, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Recommendation to Award Contract No. S-968, North District Wastewater Treatment Plant New Electrical Distribution Building to Lemartec Corporation

Agenda Item No. 8(O)(5)

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## **Executive Summary**

This item seeks approval from the Board of County Commissioners (the Board) to award Contract No. S-968 (the Contract), *North District Wastewater Treatment Plant New Electrical Distribution Building* (the Project), to the lowest responsive and responsible bidder, Lemartec Corporation (Lemartec), for a total amount of \$122,215,952.09 and a total Contract period of 1,221 days.

The Project consists of the construction of a new Electrical Distribution Building (EDB) at the North District Wastewater Treatment Plant (NDWWTP). The new EDB is required to comply with the State-mandated Ocean Outfall Legislation (OOL) Program, pursuant to Section 403.086(9) of the Florida Statutes, that mandates the elimination of the normal use of ocean outfalls. This Project is essential to ensuring a reliable and resilient power supply for critical Miami-Dade Water and Sewer Department (WASD) facilities at the NDWWTP. The new EDB will support the increasing electrical demands of the High-Level Disinfection (HLD) facility and the Injection Well Pump Stations by housing high-capacity generators and associated electrical infrastructure necessary for safe, continuous operations.

Under my Administration, WASD has increased the pace of investment for the OOL Program by 400% and, as a result, the County has accelerated the completion of the Program from 12% to 48.9% —a major step forward in protecting our environment and ensuring long-term sustainability. By upgrading the electrical system, WASD will improve service reliability, enhance resilience against power disruptions, and ensure uninterrupted operations for water and wastewater services. This investment will help maintain system efficiency and accommodate future growth, which will ultimately benefit the community by providing a more dependable utility service.

## **Recommendation**

It is recommended that the Board approve a competitive award of the Contract to Lemartec in the amount of \$122,215,952.09 and a total Contract period of 1,221 days.

## **Scope**

The Contract will be performed at WASD's NDWWTP, located in Commission District 4, which is represented by Commissioner Micky Steinberg.

## **Delegated Authority**

Upon Board approval, the County Mayor or County Mayor's designee may exercise all provisions, including the termination provisions, within the Contract. In addition, the County Mayor or County Mayor's designee will manage this Contract pursuant to section 2-8.2.12 of Code of Miami-Dade County, Florida, (the WASD Acceleration Ordinance), which delegates authority to the County Mayor or County Mayor's designee to, among other things, negotiate and settle claims and execute change orders that do not exceed ten percent (10%) of the base contract amount, subject to ratification by the Board.

**Fiscal Impact/Funding Source**

The fiscal impact to the County is \$122,215,952.09, inclusive of the Inspector General (IG) Fee, which WASD has determined to be fair and reasonable.

The Project is in WASD’s FY 2025-2026 Adopted Budget and Multi-Year Capital Plan.

- Funding will be provided from Capital Program #962670, Ocean Outfall Legislation Program, Volume #3, Page #108.
- The funding sources are: WIFIA Loan, Special Construction, Wastewater Connection Charges, and Future WASD Revenue Bonds.
- The funding sources do not include Building Better Communities - General Obligation Bond (BBC-GOB) or impact the General Fund.
- The life expectancy of the Project is 50 years.
- Annual Operations Cost Impact / Funding: \$1,800,000.00. The funding source for the operating impact is WASD Operating Revenues.
- Annual Maintenance Cost Impact / Funding: \$1,300,000.00. The funding source for the maintenance impact is WASD Operating Revenues.
- The Project does not include Art in Public Places.

**Vendor Selection & Track Record**

On May 20, 2025, WASD received and opened three (3) bids in response to the March 20, 2025 advertisement for an open competitive solicitation for the Contract.

| <b>Company Name</b>             | <b>Base Bid</b>  | <b>Total Bid*</b> |
|---------------------------------|------------------|-------------------|
| Lemartec Corporation            | \$98,582,717.32  | \$122,215,952.09  |
| Poole & Kent Company of Florida | \$98,900,000.00  | \$122,584,000.00  |
| Daniel O’Connell’s Sons         | \$105,750,000.00 | \$130,530,000.00  |

\*Total bid includes contingency & dedicated allowances

The following due diligence was performed to determine that Lemartec was the lowest responsive and responsible bidder:

- Because contract measures were assigned, the three (3) lowest bids were forwarded to the Strategic Procurement Department (SPD) Division of Small Business Development (SBD) for a Compliance Review. On June 5, 2025, SBD issued the results of its compliance review. Lemartec was determined to be in compliance with the Implementing Order for the Small Business Enterprise (SBE/G&S) program for construction services. The Project Worksheet and the SBD Compliance Review letter are attached to this memorandum as Exhibits A and B, respectively.
- On June 4, 2025, the County Attorney’s Office (CAO) issued an opinion finding that the Lemartec bid was responsive and that a Best and Final Offer (BAFO) was not required. The CAO memorandum is attached to this memorandum as Exhibit C.
- Spencer Perry, PE, of CDM Smith, the Engineer of Record (EOR), reviewed the bid submission and, on July 22, 2025, recommended that Lemartec was a responsive and responsible bidder and that WASD accept Lemartec’s bid. The EOR’s letter is attached to this memorandum as Exhibit D. On October 6, 2025, the EOR updated its recommendation letter after reviewing additional information provided by Lemartec and recommended that WASD accept the Lemartec bid and qualifications for the project. The updated letter is attached to this memorandum as Exhibit E. On October 30, 2025, a responsibility review was conducted with the EOR to discuss Lemartec’s compliance with the project qualification criteria and, on November 3, 2025, the EOR updated its recommendation and concluded that Lemartec meets the minimum qualifications criteria and recommended that WASD

accept Lemartec's bid and qualifications for the project. The updated letter is attached to this memorandum as Exhibit F.

- Pursuant to Resolution No. R-187-12, WASD performed a review of the vendor information in the Business Management Workforce System (BMWS). WASD discovered no adverse information.
- According to the contract history viewed in the CIIS system on July 22, 2025, Lemartec was awarded one contract in the past three (3) years, in a total amount of \$105,441,373.
- Lemartec has three (3) evaluations in the ISD Capital Improvement Information System (CIIS), with a rating of 3.5 out of a possible 4.0 maximum.
- On November 12, 2025, WASD awarded the Contract to Lemartec pursuant WASD's Acceleration Ordinance. A copy of the acceleration award memorandum, without the accompanying exhibits, is attached to this memorandum as Exhibit G.
- On November 12, 2025, pursuant to Ordinances 94-26 and 94-72, WASD sent the Notice of Intent to Award to the three (3) bidders through which it informed the bidders that any protest of the award to Lemartec must be filed by November 17, 2025. A copy of the Notice of Intent to Award provided to the Clerk of the Board on November 12, 2025 is attached to this memorandum, without accompanying exhibits, as Exhibit H.
- On November 17, 2025, Poole and Kent Company of Florida (P&K) filed a timely notice of intent to file a protest of the award, which is attached to this memorandum as Exhibit I.
- On January 8, 2026, the protest hearing was held before Hearing Officer Judge Joseph I Davis Jr.
- On January 22, 2026, the Hearing Officer issued his ruling and denied the P&K protest. The Hearing Officer found "...that P&K failed to allege, and has not proven by the greater weight of the evidence, that the County acted arbitrarily, capriciously, dishonestly, fraudulently, illegally, oppressively, or with misconduct... I also find that the legal grounds for the P&K protest are frivolous, and that P&K's claim is not supported by the application of then-existing law to the material facts." A copy of the Hearing Officer's ruling is attached to this memorandum as Exhibit J.

The total bid of \$122,215,952.09 is 20.13% below the EOR's estimate of \$153,022,543.00. The EOR confirmed in Exhibit F that the bid submitted by Lemartec is reasonable and recommended that WASD proceed with the Contract award; therefore, WASD recommends that the Contract be awarded to Lemartec for a total compensation amount of \$122,215,952.09, with a total Contract period of 1,221 days, including 1,052 days to substantial completion, 1,110 days to final completion, and a 111-day time allowance.

The proposed Contract, signed by Lemartec, is attached hereto as Exhibit K.

#### **WASD Contract Monitor**

WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of the Contract.

#### **Background**

The Project entails the construction of a new EDB at the NDWWTP. The EDB is required to ensure compliance with the OOL and will serve as the primary electrical source for the new HLD facility, the Injection Well Pump Station electrical substations, and other associated plant facilities.

The Project is a component of the OOL Program and is necessary to maintain a reliable, resilient, and efficient power supply for critical WASD infrastructure at the NDWWTP. The EDB will accommodate new high-capacity generators and supporting electrical infrastructure to meet increased operational demand. Implementation of this Project will enhance system reliability, mitigate the risk of service interruptions, and ensure continuous operation of essential water and wastewater treatment processes.

**Contract Manager Name/Phone/Email**

Paul Adams / 786-863-9425 / paul.adams@miamidade.gov

**Project Manager Name/Phone/Email**

Marcelino Torres / (786) 552-8209 / marcelino.torres@miamidade.gov

**Applicable Ordinances and Measures**

Table below depicts the applicable legislative policies.

| <b>Title</b>   | <b>Legislation</b>                                 | <b>Notations</b>                      |
|--|--|---------------------------------------|
| Local Preference                                       | Code Section 2-8.5                                 | Not applicable                        |
| Local Certified Veteran Business Enterprise Preference | Code Section 2-8.5.1                               |                                       |
| Small Business Enterprise - Services                   | Code Section 2-8.1.1.1.1 & Implementing Order 3-41 | Sodding/Landscaping Service Set-Aside |
| Sea Level Rise   | Ordinance 14-79                                    |                                       |
| Sustainable Buildings Program                          | Implementing Order 8-8                             |                                       |
| Buy American Iron & Steel Procurement Program          | Code Section 2-8.2.6.1                             |                                       |
| Office of Inspector General Fee                        | Code Section 2-1076                                |                                       |
| User Access Program                                    | Code Section 2-8.10                                |                                       |

**Project Chronology**

| <b>Event</b>                                 | <b>Projected Date</b> |
|--|-----------------------|
| <b>1. Pre-bid Meeting Date if applicable</b> | April 1, 2025         |
| <b>2. Bid opening date</b>                   | May 20, 2025          |
| <b>3. Planned Bid Award date</b>             | TBD                   |
| <b>4. Planned pre-construction meeting</b>   | TBD                   |
| <b>5. Planned Notice to proceed</b>          | TBD                   |
| <b>6. Planned groundbreaking</b>             | TBD                   |
| <b>7. Planned completion date</b>            | TBD                   |

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**SIGNATURE PAGE**


North District Wastewater Treatment Plant New Electrical Distribution Building Contract No. S-968



\_\_\_\_\_  
OMB DIRECTOR

\_\_\_\_\_  
DATE

Approved as to legal sufficiency

  
Assistant County Attorney  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
Roy Coley  
Chief Utilities and Regulatory Services Officer

1/29/26  
\_\_\_\_\_  
DATE

Attachments

# Memorandum



**Date:**  
**To:** Honorable Chairman Anthony Rodriguez  
Board of County Commissioners  
**From:** Jay J. Fink, P.E.  
Director, Water and Sewer Department  
**Subject:** Request to Process Late Departmental Agenda Item


I am respectfully requesting that the below item be processed for agenda placement on the February 18, 2026 Board of County Commissioners Meeting:

RESOLUTION AWARDING CONTRACT NO. S-968, FOR NORTH DISTRICT WASTEWATER TREATMENT PLANT NEW ELECTRICAL DISTRIBUTION BUILDING TO LEMARTEC CORPORATION FOR A TOTAL CONTRACT AMOUNT OF \$122,215,952.09 AND A CONTRACT TERM OF 1221 CALENDAR DAYS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO UTILIZE THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE, SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO MANAGE CONTRACT NO. S-968; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

Although this item has not met the deadline noticed and has been provided to the Agenda Coordination Office late, this item is critical because approval of Contract No. S-968 is necessary to advance construction of the new Electrical Distribution Building at the North District Wastewater Treatment Plant, a core component of the County's Ocean Outfall Legislation (OOL) Program. This Project is essential to providing reliable and resilient electrical power to critical wastewater treatment facilities, including the High-Level Disinfection facility and Injection Well Pump Stations, which are required to meet state-mandated compliance deadlines. Further delay in consideration of this item could adversely impact project sequencing, increase construction and escalation risks, and jeopardize timely delivery of this critical infrastructure. Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

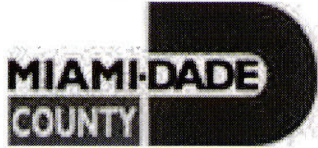
  
\_\_\_\_\_  
**Approved by Mayor or Mayor's Designee**

Roy Coley  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
**Approved by Legislative Director or Designee**

Demetria Henderson  
\_\_\_\_\_  
Print Name

c: Geri Bonzon-Keenan, County Attorney  
[CAOagenda@miamidade.gov](mailto:CAOagenda@miamidade.gov)  
Eugene Love, Agenda Coordinator



# Office of Small Business Development

## Project Worksheet

|                         |  |                 |   |
|-------------------------|--|-----------------|---|
| Project/Contract Title: | NT-3-NDWWTP - EDB # 2 (Electrical Bldg. for HLD) | Received Date:  | 3/6/2025  |
| Project/Contract No:    | S-968  | Funding Source: | WIFIA, Special Construction, Wastewater Connection Charges, Wastewater Special Construction, Future Subordinate Debt, Future WASD Revenue Bonds |

Department: Water & Sewer

Estimated Cost of Project/Bid: \$138,292,000.00

Description of Project/Bid: This project consists of the construction of a new Electrical Distribution Building (EDB2). The new EDB2 will provide power to the new HLD facility and IWPS substations. EDB2 is approximately 34,000 square feet and will house five (5) tier-4 diesel engine-generators (Owner furnished) with space for a future 6th generator, all auxiliary equipment, transformer rooms, mechanical rooms, break room, handicapped accessible toilet rooms, lockers, and showers. It also contains a fuel oil and bulk storage facility, an FPL Metering Vault, and the installation of a retaining wall. Structures will be supported on auger cast in place piles. Site civil includes backfill, stormwater system, water/wastewater paved roadways and general grading.

| Contract Measures   |                |                     |
|---|----------------|---------------------|
| <u>Measure</u>  | <u>Program</u> | <u>Goal Percent</u> |
| Services Set-Aside  | SBE - Services |                     |
| Reasons for Recommendation  |                |                     |
| <p><b>SMALL BUSINESS ENTERPRISE – GOODS &amp; SERVICES (SBE-G&amp;S).</b><br/>                     SBD reviewed this project pursuant to Implementing Order 3-41 for an SBE-G&amp;S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source; these indicate an SBE-Services Set-Aside is appropriate in the following recommended commodities: (NIGP 79050) Sodding Services and (NIGP 98852) Landscaping Services.</p> <p>The service set aside is for any and all sodding and landscaping services required to complete the project scope of work.</p> |                |                     |

NAICS 238220 Mechanical contractors, NAICS 238910 Site Preparation Contractors, NAICS 236220 Commercial and Institutional Building Construction, NAICS 237130 Power and Communication Line and Related Structures Construction, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS 238160 Roofing Contractors, NIGP 79050 Sod, Grass, NIGP 98852 Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services

Small Business Contract Measure Recommendation

Subtrade

Sodding Services  
Landscaping Services

Category

SBE-Services  
SBE-Services

Living Wages:

YES  NO

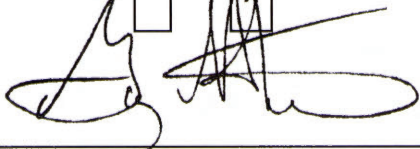
Highway: YES  NO

Heavy Construction: YES  NO

Responsible Wages:

YES  NO

Building: YES  NO



SBD Director

3/7/2025  
Date

**DATE:** June 5, 2025

**TO:** Paul Adams, Chief  
Construction Contracts Section Division  
Miami-Dade Water & Sewer Department

**FROM:** Laurie Johnson, SBD Section Chief  
The Office of Small Business Development

**SUBJECT:** Compliance Review  
Project No. S-968  
NT-3-NDWWTP - EDB # 2 (Electrical Bldg. for HLD).

The Office of Small Business Development (SBD) has completed its review of the subject project for compliance with the Small Business Enterprise Goods and Services (SBE-G&S) programs for construction services. The contract measure established for this project is an SBE-Service Set-Aside measure.

The Miami-Dade County Water & Sewer Department submitted bid documents that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measure. These firms also submitted their Utilization Plans (UPs) identifying the SBE firms that will fulfill the goal via the Business Management Workforce System (BMWS). The following is their pre-award compliance status and summary.

| <u>FIRM</u>                        | <u>STATUS</u> |
|------------------------------------|---------------|
| 1. Daniel O'Connell's Sons, Inc.   | Compliant     |
| 2. Lemartec Corporation            | Compliant     |
| 3. Poole & Kent Company of Florida | Compliant     |

**SUMMARY:**

**1. Daniel O'Connell's Sons, Inc.**, a non-certified SBE-G&S firm, submitted the required Utilization Plan (UP) committing to utilize Sunset Sod Inc., a certified SBE-G&S firm, to provide sodding and grass services at 100% in satisfaction of the SBE-Services Set-Aside measure. The subcontractor confirmed its participation via the BMWS in agreement with the measure. Daniel O'Connell's Sons, Inc. has satisfied the contract's SBE-Service Set-Aside measure and is in compliance with the overall Small Business measure established for this contract.

**2. Lemartec Corporation**, a non-certified SBE-G&S firm, submitted the required Utilization Plan (UP) committing to utilize LDG Services, Inc., a certified SBE-G&S firm, to provide sodding and landscaping services at 100% in satisfaction of the SBE-Services Set-Aside measure. The subcontractor confirmed its participation via the BMWS in agreement with the measure. Lemartec Corporation has satisfied the contract's SBE-Service Set-Aside measure and is in compliance with the overall Small Business measure established for this contract.

**2. Poole & Kent Company of Florida**, a non-certified SBE-G&S firm, submitted the required Utilization Plan (UP) committing to utilize CRODON, INC., a certified SBE-G&S firm, to provide landscaping services at 100% in satisfaction of the SBE-Services Set-Aside measure. The subcontractor confirmed its participation via the BMWS in agreement with the measure.

Poole & Kent Company of Florida, has satisfied the contract's SBE-Service Set-Aside measure and is in compliance with the overall Small Business measure established for this contract.

SBD has verified that none of the aforementioned firms is listed on the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation. Please be reminded that SBD's review is specific to the SBE-G&S Programs. The contracts division of the Miami-Dade Water & Sewer 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 Caesar Suarez, Capital Improvement Project Analyst, at (305) 375-3141.

c: Frances Morris, WASD  
Eric Perez, SBD

## Memorandum



TO: Paul Adams  
Chief, Construction Contracts Division  
Miami-Dade Water & Sewer Department

FROM: Sarah E. Davis  
Assistant County Attorney

RE: Contract S-968- Lemartec/Poole & Kent BAFO

DATE: June 4, 2025

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As set forth in your email dated May 27, 2025, you requested a formal opinion as to whether the Best and Final Offer (“BAFO”) process set forth in section 2-8.5 of the Code of Miami-Dade County, Florida (the “Code”) should be utilized in awarding Contract S-968—NDWWTP New Electrical Building. Specifically, you wanted to know if the failure of the low bidder, Lemartec Corporation (“Lemartec”), to include Form No. 1—Local Business Preference Affidavit (“Form 1”)—in its electronic bid submittal meant that Lemartec, a “Local” and “Locally-Headquartered Business,” would not be considered a “Local Business” and, therefore, a BAFO would be triggered with the second lowest bidder, Poole & Kent Company of Florida (“Poole & Kent”), a “Local” and “Locally-Headquartered Business,” which submitted a bid within 10% of Lemartec’s bid.

The County Attorney’s Office bases its determination on the information in your May 27 and May 28, 2025 emails, which included Lemartec’s electronic bid submittal; parts of the Solicitation; communications with Lemartec and Poole & Kent; the completed and notarized Form 1 submitted by Lemartec with the hard copy of its bid; a transcript of the bid opening; and the envelope in which Lemartec sent in the hard copy of its bid through certified mail.

The County Attorney’s Office finds that the BAFO process would not be triggered under the facts of this case. Lemartec is a “Local Business”; it provided its completed and notarized Form 1 with the hard copy of its bid, which was mailed on the same day as the bid opening; and it was the lowest bidder.

### FACTS

The Miami-Dade Water and Sewer Department (“WASD”) issued a Solicitation for Contract S-968 in early April 2025. The Solicitation included Instructions to Bidders that required bidders to submit their bids electronically but also to provide a hard copy of their bids by mail post-marked within one business day of the bid submittal. See Solicitation, Instructions to Bidders at ¶10. The Instructions to Bidders also advised bidders that the Local Business Preference was applicable to this Solicitation and explained how the Preference might work in the event of close bids. See Solicitation, Instructions to Bidders at ¶42. Further, pursuant to the definition of “Local

Business” in the Instructions to Bidders, bidders were required to “affirm in writing” that they qualified as a “Local Business” “at the time of submitting their bid or proposal to be eligible for consideration as a local business...” See Solicitation, Instructions to Bidders at ¶1(c). The only way for a bidder to “affirm” that it qualified as a “Local Business” was through submittal of Form 1 with its bid.

Bids were due by 2:15 p.m. on May 20, 2025, and the bid opening/public reading took place at 2:30 p.m. Three bids were opened at the public reading, and Lemartec’s bid at \$122,215,952.09 was the lowest with Poole & Kent’s bid, at \$122,584,000.00, coming in second.

After the bids were opened, Poole & Kent noticed that Lemartec had not included a Form 1 in its electronic bid submittal and brought this omission to WASD’s attention. As a result, Poole & Kent, which had submitted a Form 1 with its electronic bid submittal, requested that WASD conduct a BAFO in accordance with the procedures set forth in section 2-8.5 of the Code and Paragraph 42 of the Instructions to Bidders because its bid was within 10% of Lemartec’s bid.

On May 27, 2025, WASD received, through certified mail, the hard copy of Lemartec’s bid. The envelope in which the hard copy was sent was post-marked May 20, 2025 (the bid due date; also, the same day bids were opened and publicly read). Lemartec’s Form 1 was filled out completely; included the necessary documentation to establish that it qualified as a “Local Business,” such as a valid Business Tax Receipt and a physical business address within Miami-Dade County; and was notarized on May 20, 2025.

### **DISCUSSION**

Section 2-8.5(1)(c) of the Code defines a “Local Business” as one that has:

a valid business tax receipt issued by Miami-Dade County at least one year prior to bid or proposal submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business (“Local Business Location”). The vendor must own or lease the Local Business Location and the address or another Local Business Location where the owner maintains the appropriate business permits, must have served as the place of employment for at least three full time employees of the vendor for the continuous period of one year prior to the bid or proposal submission.

See Section 2-8.5(1)(c), Code.

Section 2-8.5(2)(a) of the Code lays out the process for applying the “Local Business” and “Locally-Headquartered Business” Preferences in a competitive procurement. It states:

In any competitive bid process where award, if any, is to be made to the responsive and responsible bidder offering the lowest bid (the

"Low Bidder" and "Low Bid" respectively), the following shall apply:


1. If the Low Bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
2. If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
3. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.
4. Ties in best and final bid shall be resolved in the following order of priority: Locally Headquartered Business, Local Business, other business.
5. If no best and final bid is required in accordance with the provisions above, award, if any, shall be made to the Low Bidder.

See Section 2-8.5(2)(a), Code. Therefore, if the low bidder is not a "Local Business" and either: (1) the other responsive and responsible bidders are "Local" Businesses" and their bids are within 10% of the low bid, and/or (2) the other responsive and responsible bidders are "Locally-Headquartered Businesses" and their bids are within 15% of the low bid, then a BAFO would be conducted. Here, because Poole & Kent's bid was within 10% of Lemartec's bid, and Poole & Kent is a "Local Business," a BAFO would be triggered between Poole & Kent and Lemartec if Lemartec did not qualify as a "Local Business."

Although Lemartec failed to upload its Form 1 with the rest of its electronic bid submittal on May 20, 2025, per the Instructions to Bidders, bidders were also required to mail a hard copy of their bids to the County post-marked within one business day of the electronic bid submittals. Based on the post-mark on the envelope in which it arrived, the hard copy of Lemartec's bid, which included its completed Form 1 notarized as of May 20, 2025, was sent by certified mail on the

same day that electronic bids were due, opened and read—May 20, 2025.<sup>1</sup> Lemartec, therefore, did not seek to alter its bid after the bid opening in order to avoid the BAFO process nor did it receive a competitive advantage by submitting its Form 1 via hard copy but not by electronic submittal.

Because Lemartec affirmed in writing via its completed Form 1 that it intended to avail itself of the “Local Business” preference; because Lemartec meets the definition of a “Local Business” under section 2-8.5(1)(c); because Lemartec’s Form 1 was submitted with the hard copy of its bid mailed on the same day that bids were opened and read; and because it was the lowest bidder, the BAFO process set forth in section 2-8.5(2)(a) of the Code is not triggered.

  
Sarah E. Davis

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<sup>1</sup> In addition, when the bids were publicly read on May 20, 2025, the only information mentioned about the bids submitted was the total price for each bidder, not whether any bidders had submitted or failed to submit Form 1.



**Memorandum**

To: Paul Adams, Manager Construction Contract Division WASD

From: Spencer Perry, P.E. CDM Smith *SJP*

Date: July 22, 2025

Subject: North District Wastewater Treatment Plant (NDWWTP) New Electrical Distribution Building (Contract S-968) - Bid Evaluation and Award Recommendation

**Bid Review**

The bid opening for Contract No. S-968, Miami-Dade Ocean Outfall Legislation (OOL) Program Project New Electrical Distribution Building at the NDWWTP, took place as scheduled on May 20, 2025, at 2:30 PM via MS Teams. Three bids were received, as listed in **Table 1** below.

**Table 1 Bid Tabulation Summary**

| Company Name            | Base Bid Subtotal | Total Bid Cost*  |
|-------------------------|-------------------|------------------|
| Lemartec Corporation    | \$98,582,717.32   | \$122,215,952.09 |
| Poole & Kent            | \$98,900,00.00    | \$122,584,000.00 |
| Daniel O’Connell’s Sons | \$105,750,000.00  | \$130,530,000.00 |

\*The total bid cost includes a contingency allowance and dedicated allowances.

The difference of less than \$400,000 between the two lowest bidders (0.3%) is indicative of a competitive bid situation. This suggests there was no significant difference in understanding of the contractual scope of work between the bidders.

The Engineer’s Opinion of Probable Construction Cost (Engineer’s Estimate), first developed in March 2025 and updated at the time of bid (May 2025), estimated the Base Bid Subtotal at \$125,097,019 and the Total Cost (Total Bid), including a contingency allowance and dedicated allowance, at \$153,022,543. The bid by Lemartec Corporation (Lemartec), which is the apparent low bid, is approximately 25% below the Engineer’s Estimate, which is outside the range of accuracy for an AACE Class 1 cost estimate of +3% to +15% above the estimated cost.

The Engineer’s Estimate was adjusted to reflect a competitive bidding environment and better align with market pricing and the underlying assumptions that the bidder may have used. Key adjustments included reducing profit margin, home office overhead, and subcontractor markup, as well as revising assumptions for site civil work, electrical material escalation, and fuel storage pricing. The following assumptions were updated in preparing the adjusted Engineer’s Estimate:

- Reduced profit margin from 12% to 5%.
- Reduced the home office overhead from 9.5% to 5%.

- Bid Item 002 - Reduced the assumed sheet pile tonnage (TN) for the cofferdam installation from 1000TN to 300TN.
- Bid Item 002 - Assumed higher rate of concrete placement for the retaining wall construction 20 cy/shift to 60 cy/shift.
- Bid Item 009 - Eliminated 18% Electrical Material increase.
- Bid Item 012 - Revised the fuel storage pricing which resulted in a decrease of 25%.
- Reduced subcontractor mark up from 32.1% to 28%.

These changes resulted in an Adjusted Engineer’s Estimate within \$1.5M of the average of the three bids.

Global market conditions have not changed much since the Engineer’s Estimate was finalized in May 2025. The Engineer’s Estimate Total included \$12,509,702 of Dedicated Allowances and \$15,415,822 of Contingency Allowance. These allowances were included to address certain potential cost risk factors to the Bidder, such as tariffs, price escalation, unforeseen site conditions, etc. We believe that the use of Dedicated Allowances reduced potential project risks to the bidders and resulted in a competitive Base Bid Total amount.

**Table 2** shows the differences between the Adjusted Engineer’s Estimate and the average of the three bids received. Additionally, **Table 2** shows the differences between the Adjusted Engineer’s Estimate and the low bidder’s price.

**Table 2 Comparison of Adjusted Engineer’s Estimate, Bidders’ Average, and Lemartec’s Bid Price (\$)**

| Bid Item (A) | Description (B)  | Engineer’s Estimate May 2025 (C) | Lemartec’s Bid Price (D) | Bidders’ Average (F) | Adjusted Engineer’s Estimate (G) | Delta between Adjusted Engineer’s Estimate and Bidders’ Average (G - F) | Delta between Adjusted Engineer’s Estimate and Lemartec’s Bid Price (G - D) |
|--------------|--|----------------------------------|--------------------------|----------------------|----------------------------------|---|---|
| 001          | Mobilization   | 1,521,627                        | 4,971,132                | 4,990,377            | 1,333,175                        | -3,657,203  | -3,637,957  |
| 002          | Project wide Site Civil                                | 20,264,497                       | 10,729,491               | 12,543,164           | 15,415,823                       | 2,872,659   | 4,686,332   |
| 003          | Project wide Duct Banks and Cabling                    | 6,964,101                        | 3,702,591                | 8,567,530            | 6,202,108                        | -2,365,422  | 2,499,517   |
| 004          | EDB2 - Electrical Automation Owner Furnished Equipment | 963,238                          | 670,038                  | 890,013              | 959,493                          | 69,481  | 289,455   |
| 005          | EDB2 - Engine Generators and Ancillary Equipment       | 1,665,722                        | 183,875                  | 994,625              | 1,483,463                        | 488,838   | 1,299,588   |

**Table 2 Comparison of Adjusted Engineer's Estimate, Bidders' Average, and Lemartec's Bid Price (\$)**

| Bid Item (A) | Description (B)   | Engineer's Estimate May 2025 (C) | Lemartec's Bid Price (D) | Bidders' Average (F) | Adjusted Engineer's Estimate (G) | Delta between Adjusted Engineer's Estimate and Bidders' Average (G - F) | Delta between Adjusted Engineer's Estimate and Lemartec's Bid Price (G - D) |
|--------------|---|----------------------------------|--------------------------|----------------------|----------------------------------|---|---|
| 006          | EDB2 Building - Civil   | 2,987,000                        | 6,416,385                | 7,372,128            | 2,987,000                        | -4,385,128  | -3,429,385  |
| 007          | EDB2 Building - Architectural and Structural  | 41,513,443                       | 23,324,468               | 25,808,156           | 36,644,329                       | 10,836,173  | 13,319,861  |
| 008          | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Building Mechanical                     | 5,259,527                        | 10,032,712               | 9,244,237            | 4,601,902                        | -4,642,335  | -5,430,810  |
| 009          | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Electrical                              | 18,625,332                       | 26,850,421               | 22,383,474           | 14,299,039                       | -8,084,435  | -12,551,382   |
| 010          | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Automation, Instrumentation and Control | 5,560,279                        | 5,482,405                | 2,194,135            | 4,951,888                        | 2,757,753   | -530,517  |
| 011          | EDB2 Building - Fuel Storage Facility and FPL Vault - Architectural and Structural                      | 2,370,919                        | 2,168,969                | 1,722,990            | 1,874,508                        | 151,519   | -294,461  |
| 012          | EDB2 - Fuel Storage Tanks   | 16,650,614                       | 2,792,394                | 3,230,798            | 11,121,563                       | 7,890,765   | 8,329,169   |
| 013          | EDB2 - Diesel Exhaust Fluid (DEF) Tanks   | 750,720                          | 1,257,835                | 1,135,945            | 750,720                          | -385,225  | -507,115  |
|              | <b>Subtotals</b>  | <b>125,097,019</b>               | <b>98,582,717</b>        | <b>101,077,572</b>   | <b>102,625,012</b>               | <b>1,547,439</b>  | <b>4,042,295</b>  |

Within the documents required for submittal with the Bid, it should be noted that a dollar value was not identified on the Bid Bond form. Instead, the form lists 5% of the amount bid, which is acceptable.

The bid prices received by WASD compare favorably with the Adjusted Engineer's Estimate, which was revised to reflect a more competitive market environment and risk mitigation measures incorporated into

the project’s procurement. The difference in costs between bid items may result from differences in the methods the engineer and contractor used to allocate and account for costs. The Adjusted Engineer’s Estimate Base Bid subtotal is approximately \$102.6M, which is within \$1.5M (1.5%) of the three bidders’ average price of \$101.1M, and \$4.0M (4%) above Lemartec’s low bid of \$98.6M. The low bid received is reasonable and within the accuracy range for a Class I AACE Estimate.

### Qualifications and Experience Review

The bid package did not include a direct response to the requirements outlined in Special Provisions (SP) – Attachment A - Bidder Qualifications. **Table 3** summarizes the qualifications and experience requirements, Lemartec’s responses and comments from CDM Smith as the Engineer of Record (EOR). CDM Smith reviewed the information provided by Lemartec in response to various Bid Evaluation and Required Clarifications issued by CDM Smith to WASD on June 20, 2025, June 25, 2025, July 2, 2025, and July 8, 2025.

**Table 3 Bidder Qualifications**

| Qualifications and Experience Requirements  | CDM Smith Clarification   | Responses from Lemartec  | CDM Smith Comments   |
|---|---|--|--|
| <p>A. LICENSE REQUIREMENTS – Confirmation Needed</p> <p>WASD requires confirmation that all subcontractors possess the appropriate licenses, please confirm and provide valid license information for those as outlined below:</p> <ol style="list-style-type: none"> <li>1. General Contractor</li> <li>2. Electrical Contractor</li> <li>3. Roofing Engineering Contractor</li> <li>4. Mechanical Contractor</li> <li>5. Underground Utility and Excavation Contractor</li> <li>6. Roofing Engineering Contractor/ General Engineering Contractor</li> <li>7. Pile Foundation Contractor</li> </ol> | <ul style="list-style-type: none"> <li>• Provide copies of required contractor and subcontractor licenses.</li> </ul> | <ul style="list-style-type: none"> <li>• Lemartec provided copies of the required contractor licenses on June 27, 2025.</li> </ul> | <p>The Bidder license qualifications requirements are satisfied.</p> |

| Qualifications and Experience Requirements   | CDM Smith Clarification   | Responses from Lemartec   | CDM Smith Comments   |
|--|---|---|--|
| <p><b>SP Attachment A-1.A.</b> With the bid, the successful Bidder shall submit proof that his/her firm has at least the minimum successful contract experience as required below for this CONTRACT being bid. Such proof shall consist of a list of projects, completed prior to the bid date, with the names and telephone numbers of the Owners or representatives that OWNER can contact to confirm the listed experience.</p> | <ul style="list-style-type: none"> <li>None</li> </ul>  | <ul style="list-style-type: none"> <li>Information included in the Proposal Form.</li> </ul>  | <p>The Bidder has provided the required information in the Proposal Form, including a list of completed projects along with the names and contact details of the Owners or their representatives, which can be used to verify the firm’s qualifying experience for this CONTRACT.</p> <p>The qualifications submittal requirement has been met.</p>  |
| <p><b>SP Attachment A-1.B.</b> The Bidder or Bidder’s Subcontractor shall be experienced in electrical distribution buildings, including installation of diesel engine and generators, fuel storage tanks and accessories, and construction of fuel pipe system.</p>   | <ul style="list-style-type: none"> <li>Provide description of projects completed by the proposed fuel piping contractor.</li> </ul> | <ul style="list-style-type: none"> <li>Confirmed that the fuel pipe system work will be performed by RG Mechanical USA, LLC.</li> <li>Provided brief project descriptions for fuel system work completed by RG Mechanical.</li> </ul> | <p>The Bidder meets the required experience for electrical distribution buildings, including installation of diesel engines and generators, fuel storage tanks and accessories, and construction of a fuel pipe system.</p> <ul style="list-style-type: none"> <li>Port Miami, Cruise Terminal F Expansion and Berthing Re-Alignment Design/Build (2022): The Bidder performed electrical distribution work, including the installation of diesel engines, generators, fuel storage tanks, and related accessories.</li> <li>Fuel Pipe System Construction experience by RG Mechanical demonstrates the subcontractor’s satisfactory capacity and experience.</li> </ul> |

| Qualifications and Experience Requirements   | CDM Smith Clarification  | Responses from Lemartec  | CDM Smith Comments  |
|--|--|--|---|
| <p><b>SP Attachment A-1.C.</b> The Bidder or Bidder’s Electrical Subcontractor shall have successfully completed a minimum of one (1) project demonstrating experience procuring and installing main electrical equipment between 13.2kV to 480 V, HVAC equipment, medium and low voltage electrical power systems, including transformers and switchgear and instrumentation and controls including connections into an existing SCADA. This project shall have been performed within the past ten (10) years from the date of the Invitation to Bid.</p> | <ul style="list-style-type: none"> <li>Provide description of projects completed by Lemartec or the proposed subcontractor.</li> </ul> | <ul style="list-style-type: none"> <li>Confirmed the electrical work will be performed by Statewide Electric &amp; Environmental Solutions (SEES).</li> <li>Confirmed relevant criteria addressed across multiple projects.</li> <li>Provided summary table on SEES projects.</li> <li>Provided additional description for Port Miami including BMS/SCADA elements and power systems.</li> <li>BRAZOS Classification Yard &amp; Mainline Improvements (2020).</li> <li>Port Miami Cruise Terminal F Expansion and Berthing Re-Alignment Design/Build, completed (2022).</li> <li>Garden City Terminal West Phase II (2024).</li> </ul> | <p>Confirmed the BRAZOS, PortMiami and Garden City Terminal West Phase II projects satisfy the experience requirement.</p> <p>Work completed by Lemartec and their Electrical Subcontractor meets the requirements.</p> |

| Qualifications and Experience Requirements  | CDM Smith Clarification   | Responses from Lemartec  | CDM Smith Comments  |
|---|---|--|---|
| <p><b>SP Attachment A-1.D.</b> The Bidder must have successfully completed the construction and/or rehabilitation of a minimum of two (2) electrical distribution rooms with at least 2 diesel engine type generators along with fuel storage tanks, within the last ten (10) years.</p>  | <ul style="list-style-type: none"> <li>Requested project information to confirm completion status and the scope of the improvements completed for each listed project.</li> </ul> | <ul style="list-style-type: none"> <li>Lemartec listed one completed project (PortMiami) and two ongoing (Guayama WWTP and MIA Park 6).</li> <li>Guayama WWTP: Generators and main switchboard installed and started up. Projected Substantial Completion: Feb 2026.</li> <li>MIA Park 6: Equipment installed and connected; permanent power pending. Projected Substantial Completion: Jan 2026.</li> </ul> | <p>Additional project information provided on June 27, 2025, describing work completed by Lemartec meets the experience requirements. Some of the projects under construction have not yet reached substantial completion. However, in our opinion, the overall work experience can be accepted to meet the requirements.</p> |
| <p><b>SP Attachment A-1.E.</b> The Bidder or the Bidder's Auger Cast Pile (ACP) Contractor shall have at least five (5) years of experience and at least five (5) successful installations of similar type, size, length and quantity to those required for support of the project structures. The superintendent proposed for the WORK shall have at least five (5) years of experience and shall be experienced in auger cast piling operations of this class and nature.</p> | <ul style="list-style-type: none"> <li>Requested project experience for ACP contractors and resumes for the proposed superintendents</li> </ul>                                   | <ul style="list-style-type: none"> <li>Identified 3 potential ACP subcontractors: Keller, Ebsary, Edson.</li> <li>Submitted resume for Basilio Fernandez (Edson) and Nigel Ogden (Ebsary).</li> <li>Clarified intention to use Keller as primary, with Ebsary as alternate.</li> <li>Provided list of Keller and Ebsary experience/projects.</li> </ul>  | <ul style="list-style-type: none"> <li>The two proposed ACP Contractor's experience and their proposed superintendent's meet the experience requirements.</li> <li>It is recommended that Lemartec confirm their final ACP contractor prior to contract award.</li> </ul>   |

| Qualifications and Experience Requirements  | CDM Smith Clarification                                | Responses from Lemartec  | CDM Smith Comments                                    |
|---|--|--|---|
| <p><b>SP Attachment A-1.F.</b> In the event a firm is established by executives, supervisors, and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, OWNER reserves the right to qualify the firm based on OWNER's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm. The experience of key senior personnel with other firms may be counted towards the experience requirement, if acceptable to the ENGINEER. Should such evidence not be satisfactory to the ENGINEER, whose decision shall be final, the bid will be considered non-responsive, and the second lowest bidder will be considered for award. The qualifying proof shall be submitted in a separate sealed envelope with the bid.</p> | <ul style="list-style-type: none"> <li>None</li> </ul> | <p>N/A - no new firm structure claimed under this provision.</p> | <ul style="list-style-type: none"> <li>N/A</li> </ul> |

| Qualifications and Experience Requirements   | CDM Smith Clarification  | Responses from Lemartec  | CDM Smith Comments  |
|--|--|--|---|
| <p><b>SP Attachment A-1.G.</b> The Environmental Consultant shall have successfully completed a minimum of two (2) projects that required the implementation of a soil and Groundwater Management Plan and Dust Control Plan following RER requirements the Environmental Consultant shall be familiar with WASD’S Clean Fill Policy (EPG-46).</p> | <ul style="list-style-type: none"> <li>Provide confirmation of environmental subcontractor and provide required project experience.</li> </ul> | <p>Confirmed Intertek-PSI Solutions is the Environmental Consultant.</p> | <ul style="list-style-type: none"> <li>Requested confirmation that Intertek-PSI is performing the work.</li> <li>Intertek-PSI Solutions meets the minimum requirement with two qualifying projects.</li> <li>The qualification requirement has been met.</li> </ul> |

In consideration of the above, CDM Smith recommends that WASD accepts Lemartec’s bid for the above referenced project as a responsive, responsible Bidder whose evaluated bid totals the lowest number of dollars.


cc: Liz Feliberty, P.E., OOL PGM  
 Andrea Suarez Abastida, PMP, OOL PGM  
 Livia Contreras, CDM Smith  
 Yanice Mercado, P.E. CDM Smith  
 Joanne Prince, P.E., CDM Smith  
 Victor J Pujals, P.E. CDM Smith

File: PW.EXT.6430-252288



**Memorandum**

To: Paul Adams, Manager Construction Contract Division WASD

From: Victor J. Pujals, P.E. CDM Smith 

Date: July 22, 2025 (Updated October 6, 2025)

Subject: North District Wastewater Treatment Plant (NDWWTP) New Electrical Distribution Building (Contract S-968) - Bid Evaluation and Award Recommendation

**Bid Review**

The bid opening for Contract No. S-968, Miami-Dade Ocean Outfall Legislation (OOL) Program Project New Electrical Distribution Building at the NDWWTP, took place as scheduled on May 20, 2025, at 2:30 PM via MS Teams. Three bids were received, as listed in **Table 1** below.

**Table 1 Bid Tabulation Summary**

| Company Name            | Base Bid Subtotal | Total Bid Cost*  |
|-------------------------|-------------------|------------------|
| Lemartec Corporation    | \$98,582,717.32   | \$122,215,952.09 |
| Poole & Kent            | \$98,900,00.00    | \$122,584,000.00 |
| Daniel O'Connell's Sons | \$105,750,000.00  | \$130,530,000.00 |

\*The total bid cost includes a contingency allowance and dedicated allowances.

The difference of less than \$400,000 between the two lowest bidders (0.3%) is indicative of a competitive bid situation. This suggests there was no significant difference in understanding of the contractual scope of work between the bidders.

The Engineer's Opinion of Probable Construction Cost (Engineer's Estimate), first developed in March 2025 and updated at the time of bid (May 2025), estimated the Base Bid Subtotal at \$125,097,019 and the Total Cost (Total Bid), including a contingency allowance and dedicated allowance, at \$153,022,543. The bid by Lemartec Corporation (Lemartec), which is the apparent low bid, is approximately 25% below the Engineer's Estimate, which is outside the range of accuracy for an ACE Class 1 cost estimate of +3% to +15% above the estimated cost.

The Engineer's Estimate was adjusted to reflect a competitive bidding environment and better align with market pricing and the underlying assumptions that the bidder may have used. Key adjustments included reducing profit margin, home office overhead, and subcontractor markup, as well as revising assumptions for site civil work, electrical material escalation, and fuel storage pricing. The following assumptions were updated in preparing the adjusted Engineer's Estimate:

- Reduced profit margin from 12% to 5%.
- Reduced the home office overhead from 9.5% to 5%.

- Bid Item 002 - Reduced the assumed sheet pile tonnage (TN) for the cofferdam installation from 1000TN to 300TN.
- Bid Item 002 - Assumed higher rate of concrete placement for the retaining wall construction 20 cy/shift to 60 cy/shift.
- Bid Item 009 - Eliminated 18% Electrical Material increase.
- Bid Item 012 - Revised the fuel storage pricing which resulted in a decrease of 25%.
- Reduced subcontractor mark up from 32.1% to 28%.

These changes resulted in an Adjusted Engineer’s Estimate within \$1.5M of the average of the three bids.

Global market conditions have not changed much since the Engineer’s Estimate was finalized in May 2025. The Engineer’s Estimate Total included \$12,509,702 of Dedicated Allowances and \$15,415,822 of Contingency Allowance. These allowances were included to address certain potential cost risk factors to the Bidder, such as tariffs, price escalation, unforeseen site conditions, etc. We believe that the use of Dedicated Allowances reduced potential project risks to the bidders and resulted in a competitive Base Bid Total amount.

Table 2 shows the differences between the Adjusted Engineer’s Estimate and the average of the three bids received. Additionally, Table 2 shows the differences between the Adjusted Engineer’s Estimate and the low bidder’s price.

**Table 2 Comparison of Adjusted Engineer’s Estimate, Bidders’ Average, and Lemartec’s Bid Price (\$)**

| Bid Item (A) | Description (B)  | Engineer’s Estimate May 2025 (C) | Lemartec’s Bid Price (D) | Bidders’ Average (F) | Adjusted Engineer’s Estimate (G) | Delta between Adjusted Engineer’s Estimate and Bidders’ Average (G - F) | Delta between Adjusted Engineer’s Estimate and Lemartec’s Bid Price (G - D) |
|--------------|--|----------------------------------|--------------------------|----------------------|----------------------------------|---|---|
| 001          | Mobilization   | 1,521,627                        | 4,971,132                | 4,990,377            | 1,333,175                        | -3,657,203  | -3,637,957  |
| 002          | Project wide Site Civil                                | 20,264,497                       | 10,729,491               | 12,543,164           | 15,415,823                       | 2,872,659   | 4,686,332   |
| 003          | Project wide Duct Banks and Cabling                    | 6,964,101                        | 3,702,591                | 8,567,530            | 6,202,108                        | -2,365,422  | 2,499,517   |
| 004          | EDB2 - Electrical Automation Owner Furnished Equipment | 963,238                          | 670,038                  | 890,013              | 959,493                          | 69,481  | 289,455   |
| 005          | EDB2 - Engine Generators and Ancillary Equipment       | 1,665,722                        | 183,875                  | 994,625              | 1,483,463                        | 488,838   | 1,299,588   |

**Table 2 Comparison of Adjusted Engineer's Estimate, Bidders' Average, and Lemartec's Bid Price (\$)**

| Bid Item (A) | Description (B)   | Engineer's Estimate May 2025 (C) | Lemartec's Bid Price (D) | Bidders' Average (F) | Adjusted Engineer's Estimate (G) | Delta between Adjusted Engineer's Estimate and Bidders' Average (G - F) | Delta between Adjusted Engineer's Estimate and Lemartec's Bid Price (G - D) |
|--------------|---|----------------------------------|--------------------------|----------------------|----------------------------------|---|---|
| 006          | EDB2 Building - Civil   | 2,987,000                        | 6,416,385                | 7,372,128            | 2,987,000                        | -4,385,128  | -3,429,385  |
| 007          | EDB2 Building - Architectural and Structural  | 41,513,443                       | 23,324,468               | 25,808,156           | 36,644,329                       | 10,836,173  | 13,319,861  |
| 008          | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Building Mechanical                     | 5,259,527                        | 10,032,712               | 9,244,237            | 4,601,902                        | -4,642,335  | -5,430,810  |
| 009          | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Electrical                              | 18,625,332                       | 26,850,421               | 22,383,474           | 14,299,039                       | -8,084,435  | -12,551,382   |
| 010          | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Automation, Instrumentation and Control | 5,560,279                        | 5,482,405                | 2,194,135            | 4,951,888                        | 2,757,753   | -530,517  |
| 011          | EDB2 Building - Fuel Storage Facility and FPL Vault - Architectural and Structural                      | 2,370,919                        | 2,168,969                | 1,722,990            | 1,874,508                        | 151,519   | -294,461  |
| 012          | EDB2 - Fuel Storage Tanks   | 16,650,614                       | 2,792,394                | 3,230,798            | 11,121,563                       | 7,890,765   | 8,329,169   |
| 013          | EDB2 - Diesel Exhaust Fluid (DEF) Tanks   | 750,720                          | 1,257,835                | 1,135,945            | 750,720                          | -385,225  | -507,115  |
|              | <b>Subtotals</b>  | <b>125,097,019</b>               | <b>98,582,717</b>        | <b>101,077,572</b>   | <b>102,625,012</b>               | <b>1,547,439</b>  | <b>4,042,295</b>  |

Within the documents required for submittal with the Bid, it should be noted that a dollar value was not identified on the Bid Bond form. Instead, the form lists 5% of the bid amount, which is acceptable.

The bid prices received by WASD compare favorably with the Adjusted Engineer's Estimate, which was revised to reflect a more competitive market environment and risk mitigation measures incorporated into

the project’s procurement. The difference in costs between bid items may result from differences in the methods the engineer and contractor used to allocate and account for costs. The Adjusted Engineer’s Estimate Base Bid subtotal is approximately \$102.6M, which is within \$1.5M (1.5%) of the three bidders’ average price of \$101.1M, and \$4.0M (4%) above Lemartec’s low bid of \$98.6M. The low bid received is reasonable and within the accuracy range for a Class I AACE Estimate.

**Qualifications and Experience Review**

The bid package did not include a direct response to the requirements outlined in Special Provisions (SP) – Attachment A - Bidder Qualifications. **Table 3** summarizes the qualifications and experience requirements, Lemartec’s responses and comments from CDM Smith as the Engineer of Record (EOR). In accordance with the Instruction of Bidders, Article 13.a) Bidder Qualification, CDM Smith determined that certain information was incomplete or inadequate and requested additional information to complete this evaluation. CDM Smith reviewed the information provided by Lemartec in response to various Bid Evaluation and Required Clarifications issued by CDM Smith to WASD on June 20, 2025, June 25, 2025, July 2, 2025, July 8, 2025, and August 26, 2025.

**Table 3 Bidder Qualifications**

| Qualifications and Experience Requirements  | CDM Smith Clarification   | Responses from Lemartec  | CDM Smith Comments   |
|---|---|--|--|
| <p>A. LICENSE REQUIREMENTS – Confirmation Needed</p> <p>WASD requires confirmation that all subcontractors possess the appropriate licenses, please confirm and provide valid license information for those as outlined below:</p> <ol style="list-style-type: none"> <li>1. General Contractor</li> <li>2. Electrical Contractor</li> <li>3. Roofing Engineering Contractor</li> <li>4. Mechanical Contractor</li> <li>5. Underground Utility and Excavation Contractor</li> <li>6. Roofing Engineering Contractor/ General Engineering Contractor</li> <li>7. Pile Foundation Contractor</li> </ol> | <ul style="list-style-type: none"> <li>• Provide copies of required contractor and subcontractor licenses.</li> </ul> | <ul style="list-style-type: none"> <li>• Lemartec provided copies of the required contractor licenses on June 27, 2025.</li> </ul> | <p>The Bidder license qualifications requirements are satisfied.</p> |

| Qualifications and Experience Requirements   | CDM Smith Clarification   | Responses from Lemartec   | CDM Smith Comments   |
|--|---|---|--|
| <p><b>SP Attachment A-1.A.</b> With the bid, the successful Bidder shall submit proof that his/her firm has at least the minimum successful contract experience as required below for this CONTRACT being bid. Such proof shall consist of a list of projects, completed prior to the bid date, with the names and telephone numbers of the Owners or representatives that OWNER can contact to confirm the listed experience.</p> | <ul style="list-style-type: none"> <li>• None</li> </ul>  | <ul style="list-style-type: none"> <li>• Information included in the Proposal Form.</li> </ul>  | <p>The Bidder has provided the required information in the Proposal Form, including a list of completed projects along with the names and contact details of the Owners or their representatives, which can be used to verify the firm’s qualifying experience for this CONTRACT.</p> <p>The qualifications submittal requirement has been met.</p>  |
| <p><b>SP Attachment A-1.B.</b> The Bidder or Bidder’s Subcontractor shall be experienced in electrical distribution buildings, including installation of diesel engine and generators, fuel storage tanks and accessories, and construction of fuel pipe system.</p>   | <ul style="list-style-type: none"> <li>• Provide description of projects completed by the proposed fuel piping contractor.</li> </ul> | <ul style="list-style-type: none"> <li>• Confirmed that the fuel pipe system work will be performed by RG Mechanical USA, LLC.</li> <li>• Provided brief project descriptions for fuel system work completed by RG Mechanical.</li> </ul> | <p>The Bidder meets the required experience for electrical distribution buildings, including installation of diesel engines and generators, fuel storage tanks and accessories, and construction of a fuel pipe system.</p> <ul style="list-style-type: none"> <li>• Port Miami, Cruise Terminal F Expansion and Berthing Re-Alignment Design/Build (2022): The Bidder performed electrical distribution work, including the installation of diesel engines, generators, fuel storage tanks, and related accessories.</li> <li>• Fuel Pipe System Construction experience by RG Mechanical demonstrates the subcontractor’s satisfactory capacity and experience.</li> </ul> |

| Qualifications and Experience Requirements   | CDM Smith Clarification  | Responses from Lemartec  | CDM Smith Comments   |
|--|--|--|--|
| <p><b>SP Attachment A-1.C.</b> The Bidder or Bidder’s Electrical Subcontractor shall have successfully completed a minimum of one (1) project demonstrating experience procuring and installing main electrical equipment between 13.2kV to 480 V, HVAC equipment, medium and low voltage electrical power systems, including transformers and switchgear and instrumentation and controls including connections into an existing SCADA. This project shall have been performed within the past ten (10) years from the date of the Invitation to Bid.</p> | <ul style="list-style-type: none"> <li>• Provide description of projects completed by Lemartec or the proposed subcontractor.</li> </ul> | <ul style="list-style-type: none"> <li>• Confirmed the electrical work will be performed by Statewide Electric &amp; Environmental Solutions (SEES).</li> <li>• Confirmed relevant criteria addressed across multiple projects.</li> <li>• Provided summary table on SEES projects.</li> <li>• Provided additional description for Port Miami including BMS/SCADA elements and power systems.</li> <li>• Port Miami Cruise Terminal F Expansion and Berthing Re-Alignment Design/Build, completed (2022).</li> </ul> | <p>Confirmed the PortMiami and subcontractor listed projects satisfy the experience requirement. Work completed by Lemartec and their Electrical Subcontractor meets the requirements.</p> |

| Qualifications and Experience Requirements  | CDM Smith Clarification   | Responses from Lemartec   | CDM Smith Comments   |
|---|---|---|--|
| <p><b>SP Attachment A-1.D.</b> The Bidder must have successfully completed the construction and/or rehabilitation of a minimum of two (2) electrical distribution rooms with at least 2 diesel engine type generators along with fuel storage tanks, within the last ten (10) years.</p>  | <ul style="list-style-type: none"> <li>Requested project information to confirm completion status and the scope of the improvements completed for each listed project.</li> </ul> | <p>Lemartec listed three projects:</p> <ul style="list-style-type: none"> <li>PortMiami: completed in 2022. Has several generators and electrical rooms.</li> <li>Guayama WWTP: Generators (Two same size as NT-3) and main switchboard installed. Generators tested. Projected Substantial Completion: Feb 2026.</li> <li>MIA Park 6: Equipment installed and connected; permanent power pending. Projected Substantial Completion: Jan 2026.</li> </ul> | <p>Additional project information provided on June 27 and August 28, 2025, describing work completed by Lemartec. Overall, it does not quite comply with the requirements of this criteria. However, in our opinion, the overall electrical room and generator installation prior work experience, as submitted, meets the general intent of these requirements, as discussed below.</p> |
| <p><b>SP Attachment A-1.E.</b> The Bidder or the Bidder's Auger Cast Pile (ACP) Contractor shall have at least five (5) years of experience and at least five (5) successful installations of similar type, size, length and quantity to those required for support of the project structures. The superintendent proposed for the WORK shall have at least five (5) years of experience and shall be experienced in auger cast piling operations of this class and nature.</p> | <ul style="list-style-type: none"> <li>Requested project experience for ACP contractors and resumes for the proposed superintendents</li> </ul>                                   | <ul style="list-style-type: none"> <li>Identified 3 potential ACP subcontractors: Keller, Ebsary, Edson.</li> <li>Submitted resume for Basilio Fernandez (Edson) and Nigel Ogden (Ebsary).</li> <li>Clarified intention to use Keller as primary, with Ebsary as alternate.</li> <li>Provided list of Keller and Ebsary experience/projects.</li> </ul>   | <ul style="list-style-type: none"> <li>The two proposed ACP Contractor's experience and their proposed superintendent's meet the experience requirements.</li> <li>It is recommended that Lemartec confirm their final ACP contractor prior to contract award.</li> </ul>  |

| Qualifications and Experience Requirements  | CDM Smith Clarification                                  | Responses from Lemartec  | CDM Smith Comments                                      |
|---|--|--|---|
| <p><b>SP Attachment A-1.F.</b> In the event a firm is established by executives, supervisors, and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, OWNER reserves the right to qualify the firm based on OWNER's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm. The experience of key senior personnel with other firms may be counted towards the experience requirement, if acceptable to the ENGINEER. Should such evidence not be satisfactory to the ENGINEER, whose decision shall be final, the bid will be considered non-responsive, and the second lowest bidder will be considered for award. The qualifying proof shall be submitted in a separate sealed envelope with the bid.</p> | <ul style="list-style-type: none"> <li>• None</li> </ul> | <p>N/A - no new firm structure claimed under this provision.</p> | <ul style="list-style-type: none"> <li>• N/A</li> </ul> |

| Qualifications and Experience Requirements   | CDM Smith Clarification  | Responses from Lemartec  | CDM Smith Comments  |
|--|--|--|---|
| <p><b>SP Attachment A-1.G.</b> The Environmental Consultant shall have successfully completed a minimum of two (2) projects that required the implementation of a soil and Groundwater Management Plan and Dust Control Plan following RER requirements the Environmental Consultant shall be familiar with WASD’S Clean Fill Policy (EPG-46).</p> | <ul style="list-style-type: none"> <li>Provide confirmation of environmental subcontractor and provide required project experience.</li> </ul> | <p>Confirmed Intertek-PSI Solutions is the Environmental Consultant.</p> | <ul style="list-style-type: none"> <li>Requested confirmation that Intertek-PSI is performing the work.</li> <li>Intertek-PSI Solutions meets the minimum requirement with two qualifying projects.</li> <li>The qualification requirement has been met.</li> </ul> |

Criteria A-1.D Evaluation and Recommendation:

CDM Smith has determined that Lemartec’s project experience does not quite comply with a strict interpretation of this criteria. In particular, the aspects of “... successfully completed ... a minimum of two (2) electrical distribution rooms with at least 2 diesel engine type generators.” However, Lemartec has demonstrated experience with electrical distribution rooms and projects with diesel generators which meets the intended interpretation of this criteria, if not literally. In our opinion, WASD should accept the Lemartec bid with the combined details of their past project components experience, as submitted.

In consideration of the above, CDM Smith recommends that WASD accept Lemartec’s bid and qualifications for the above referenced project as a responsive, responsible Bidder whose evaluated bid totals the lowest number of dollars.

cc: Liz Feliberty, P.E., OOL PGM  
 Andrea Suarez Abastida, PMP, OOL PGM  
 Livia Contreras, CDM Smith  
 Yanice Mercado, P.E. CDM Smith  
 Spencer Perry, P.E., CDM Smith

File: PW.EXT.6430-252288

## Memorandum

*To: Paul Adams, Manager Construction Contract Division WASD*

*From: Victor J. Pujals, P.E., CDM Smith*

*Date: November 3, 2025*

*Subject: North District Wastewater Treatment Plant (NDWWTP) New Electrical Distribution Building (Contract S-968) – Final Bid Evaluation and Award Recommendation*

### Bid Review

The bid opening for Contract No. S-968, Miami-Dade Ocean Outfall Legislation (OOL) Program Project New Electrical Distribution Building at the NDWWTP, took place as scheduled on May 20, 2025, at 2:30 PM via MS Teams. Three bids were received, as listed in **Table 1** below.

**Table 1 Bid Tabulation Summary**

| Company Name            | Base Bid Subtotal | Total Bid Cost*  |
|-------------------------|-------------------|------------------|
| Lemartec Corporation    | \$98,582,717.32   | \$122,215,952.09 |
| Poole & Kent            | \$98,900,00.00    | \$122,584,000.00 |
| Daniel O’Connell’s Sons | \$105,750,000.00  | \$130,530,000.00 |

\*The total bid cost includes a contingency allowance and dedicated allowances.

The difference of less than \$400,000 between the two lowest bidders (0.3%) is indicative of a competitive bid situation. This suggests there was no significant difference in understanding of the contractual scope of work between the bidders.

The Engineer’s Opinion of Probable Construction Cost (Engineer’s Estimate), first developed in March 2025 and updated at the time of bid (May 2025), estimated the Base Bid Subtotal at \$125,097,019 and the Total Cost (Total Bid), including a contingency allowance and dedicated allowance, at \$153,022,543. The bid by Lemartec Corporation (Lemartec), which is the apparent low bid, is approximately 25% below the Engineer’s Estimate, which is outside the range of accuracy for an AACE Class 1 cost estimate of +3% to +15% above the estimated cost.

The Engineer’s Estimate was adjusted to reflect a competitive bidding environment and better align with market pricing and the underlying assumptions that the bidder may have used. Key adjustments included reducing profit margin, home office overhead, and subcontractor markup, as well as revising assumptions for site civil work, electrical material escalation, and fuel storage pricing. The following assumptions were updated in preparing the adjusted Engineer’s Estimate:

- Reduced profit margin from 12% to 5%.
- Reduced the home office overhead from 9.5% to 5%.

- Bid Item 002 - Reduced the assumed sheet pile tonnage (TN) for the cofferdam installation from 1000TN to 300TN.
- Bid Item 002 - Assumed higher rate of concrete placement for the retaining wall construction 20 cy/shift to 60 cy/shift.
- Bid Item 009 - Eliminated 18% Electrical Material increase.
- Bid Item 012 - Revised the fuel storage pricing which resulted in a decrease of 25%.
- Reduced subcontractor mark up from 32.1% to 28%.

These changes resulted in an Adjusted Engineer’s Estimate within \$1.5M of the average of the three bids.

Global market conditions have not changed much since the Engineer’s Estimate was finalized in May 2025. The Engineer’s Estimate Total included \$12,509,702 of Dedicated Allowances and \$15,415,822 of Contingency Allowance. These allowances were included to address certain potential cost risk factors to the Bidder, such as tariffs, price escalation, unforeseen site conditions, etc. We believe that the use of Dedicated Allowances reduced potential project risks to the bidders and resulted in a competitive Base Bid Total amount.

**Table 2** shows the differences between the Adjusted Engineer’s Estimate and the average of the three bids received. Additionally, Table 2 shows the differences between the Adjusted Engineer’s Estimate and the low bidder’s price.

**Table 2 Comparison of Adjusted Engineer’s Estimate, Bidders’ Average, and Lemartec’s Bid Price**

| Bid Item (A) | Description (B)  | Engineer’s Estimate May 2025 (C) | Lemartec’s Bid Price (D) | Bidders’ Average (F) | Adjusted Engineer’s Estimate (G) | Delta between Adjusted Engineer’s Estimate and Bidders’ Average (G - F) | Delta between Adjusted Engineer’s Estimate and Lemartec’s Bid Price (G - D) |
|--------------|--|----------------------------------|--------------------------|----------------------|----------------------------------|---|---|
| 001          | Mobilization   | 1,521,627                        | 4,971,132                | 4,990,377            | 1,333,175                        | -3,657,203  | -3,637,957  |
| 002          | Project wide Site Civil                                | 20,264,497                       | 10,729,491               | 12,543,164           | 15,415,823                       | 2,872,659   | 4,686,332   |
| 003          | Project wide Duct Banks and Cabling                    | 6,964,101                        | 3,702,591                | 8,567,530            | 6,202,108                        | -2,365,422  | 2,499,517   |
| 004          | EDB2 - Electrical Automation Owner Furnished Equipment | 963,238                          | 670,038                  | 890,013              | 959,493                          | 69,481  | 289,455   |
| 005          | EDB2 - Engine Generators and Ancillary Equipment       | 1,665,722                        | 183,875                  | 994,625              | 1,483,463                        | 488,838   | 1,299,588   |
| 006          | EDB2 Building - Civil                                  | 2,987,000                        | 6,416,385                | 7,372,128            | 2,987,000                        | -4,385,128  | -3,429,385  |

**Table 2 Comparison of Adjusted Engineer's Estimate, Bidders' Average, and Lemartec's Bid Price**

| <b>Bid Item (A)</b> | <b>Description (B)</b>  | <b>Engineer's Estimate May 2025 (C)</b> | <b>Lemartec's Bid Price (D)</b> | <b>Bidders' Average (F)</b> | <b>Adjusted Engineer's Estimate (G)</b> | <b>Delta between Adjusted Engineer's Estimate and Bidders' Average (G - F)</b> | <b>Delta between Adjusted Engineer's Estimate and Lemartec's Bid Price (G - D)</b> |
|---------------------|---|---|---------------------------------|-----------------------------|---|--|--|
| 007                 | EDB2 Building - Architectural and Structural  | 41,513,443                              | 23,324,468                      | 25,808,156                  | 36,644,329                              | 10,836,173   | 13,319,861   |
| 008                 | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Building Mechanical                     | 5,259,527                               | 10,032,712                      | 9,244,237                   | 4,601,902                               | -4,642,335   | -5,430,810   |
| 009                 | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Electrical                              | 18,625,332                              | 26,850,421                      | 22,383,474                  | 14,299,039                              | -8,084,435   | -12,551,382  |
| 010                 | EDB2 Building - Fuel Storage Facility and FPL Vault - Site wide Automation, Instrumentation and Control | 5,560,279                               | 5,482,405                       | 2,194,135                   | 4,951,888                               | 2,757,753  | -530,517   |
| 011                 | EDB2 Building - Fuel Storage Facility and FPL Vault - Architectural and Structural                      | 2,370,919                               | 2,168,969                       | 1,722,990                   | 1,874,508                               | 151,519  | -294,461   |
| 012                 | EDB2 - Fuel Storage Tanks   | 16,650,614                              | 2,792,394                       | 3,230,798                   | 11,121,563                              | 7,890,765  | 8,329,169  |
| 013                 | EDB2 - Diesel Exhaust Fluid (DEF) Tanks   | 750,720                                 | 1,257,835                       | 1,135,945                   | 750,720                                 | -385,225   | -507,115   |
|                     | <b>Subtotals</b>  | <b>125,097,019</b>                      | <b>98,582,717</b>               | <b>101,077,572</b>          | <b>102,625,012</b>                      | <b>1,547,439</b>   | <b>4,042,295</b>   |

Within the documents required for submittal with the Bid, it should be noted that a dollar value was not identified on the Bid Bond form. Instead, the form lists 5% of the bid amount, which is acceptable.

The bid prices received by WASD compare favorably with the Adjusted Engineer's Estimate, which was revised to reflect a more competitive market environment and risk mitigation measures incorporated into the project's procurement. The difference in costs between bid items may result from differences in the methods the engineer and contractor used to allocate and account for costs. The Adjusted Engineer's Estimate Base Bid subtotal is approximately \$102.6M, which is within \$1.5M (1.5%) of the three bidders'

average price of \$101.1M, and \$4.0M (4%) above Lemartec’s low bid of \$98.6M. The low bid received is reasonable and within the accuracy range for a Class I AACE Estimate.

**Qualifications and Experience Review**

The bid package did not include a direct response to the requirements outlined in Special Provisions (SP) – Attachment A - Bidder Qualifications. **Table 3** summarizes the qualifications and experience requirements, Lemartec’s responses and comments from CDM Smith as the Engineer of Record (EOR). In accordance with the Instruction of Bidders, Article 13.a) Bidder Qualification, CDM Smith determined that certain information was incomplete or inadequate and requested additional information to complete this evaluation. CDM Smith reviewed the information provided by Lemartec in response to various Bid Evaluation and Required Clarifications issued by CDM Smith to WASD on June 20, 2025, June 25, 2025, July 2, 2025, July 8, 2025, and August 26, 2025.

A formal Responsibility Review meeting was held on October 30, 2025 at WASD with Lemartec representatives specifically to discuss Lemartec’s compliance with SP Attachment A-1-D criteria. CDM Smith reviewed the additional information submitted by Lemartec at that meeting and shortly thereafter.

**Table 3 Bidder Qualifications**

| Qualifications and Experience Requirements   | CDM Smith Clarification   | Responses from Lemartec  | CDM Smith Comments   |
|--|---|--|--|
| <p><b>A. LICENSE REQUIREMENTS – Confirmation Needed</b></p> <p>WASD requires confirmation that all subcontractors possess the appropriate licenses, please confirm and provide valid license information for those as outlined below:</p> <ol style="list-style-type: none"> <li>1. General Contractor</li> <li>2. Electrical Contractor</li> <li>3. Roofing Engineering Contractor</li> <li>4. Mechanical Contractor</li> <li>5. Underground Utility and Excavation Contractor</li> <li>6. Roofing Engineering Contractor/ General Engineering Contractor</li> <li>7. Pile Foundation Contractor</li> </ol> | <ul style="list-style-type: none"> <li>• Provide copies of required contractor and subcontractor licenses.</li> </ul> | <ul style="list-style-type: none"> <li>• Lemartec provided copies of the required contractor licenses on June 27, 2025.</li> </ul> | <p>The Bidder license qualifications requirements are satisfied.</p> |

| Qualifications and Experience Requirements   | CDM Smith Clarification   | Responses from Lemartec   | CDM Smith Comments   |
|--|---|---|--|
| <p><b>SP Attachment A-1.A.</b> With the bid, the successful Bidder shall submit proof that his/her firm has at least the minimum successful contract experience as required below for this CONTRACT being bid. Such proof shall consist of a list of projects, completed prior to the bid date, with the names and telephone numbers of the Owners or representatives that OWNER can contact to confirm the listed experience.</p> | <ul style="list-style-type: none"> <li>None</li> </ul>  | <ul style="list-style-type: none"> <li>Information included in the Proposal Form.</li> </ul>  | <p>The Bidder has provided the required information in the Proposal Form, including a list of completed projects along with the names and contact details of the Owners or their representatives, which can be used to verify the firm’s qualifying experience for this CONTRACT.</p> <p>The qualifications submittal requirement has been met.</p>  |
| <p><b>SP Attachment A-1.B.</b> The Bidder or Bidder’s Subcontractor shall be experienced in electrical distribution buildings, including installation of diesel engine and generators, fuel storage tanks and accessories, and construction of fuel pipe system.</p>   | <ul style="list-style-type: none"> <li>Provide description of projects completed by the proposed fuel piping contractor.</li> </ul> | <ul style="list-style-type: none"> <li>Confirmed that the fuel pipe system work will be performed by RG Mechanical USA, LLC.</li> <li>Provided brief project descriptions for fuel system work completed by RG Mechanical.</li> </ul> | <p>The Bidder meets the required experience for electrical distribution buildings, including installation of diesel engines and generators, fuel storage tanks and accessories, and construction of a fuel pipe system.</p> <ul style="list-style-type: none"> <li>Port Miami, Cruise Terminal F Expansion and Berthing Re-Alignment Design/Build (2022): The Bidder performed electrical distribution work, including the installation of diesel engines, generators, fuel storage tanks, and related accessories.</li> <li>Fuel Pipe System Construction experience by RG Mechanical demonstrates the subcontractor’s satisfactory capacity and experience.</li> </ul> |

| Qualifications and Experience Requirements   | CDM Smith Clarification  | Responses from Lemartec  | CDM Smith Comments   |
|--|--|--|--|
| <p><b>SP Attachment A-1.C.</b> The Bidder or Bidder’s Electrical Subcontractor shall have successfully completed a minimum of one (1) project demonstrating experience procuring and installing main electrical equipment between 13.2kV to 480 V, HVAC equipment, medium and low voltage electrical power systems, including transformers and switchgear and instrumentation and controls including connections into an existing SCADA. This project shall have been performed within the past ten (10) years from the date of the Invitation to Bid.</p> | <ul style="list-style-type: none"> <li>• Provide description of projects completed by Lemartec or the proposed subcontractor.</li> </ul> | <ul style="list-style-type: none"> <li>• Confirmed the electrical work will be performed by Statewide Electric &amp; Environmental Solutions (SEES).</li> <li>• Confirmed relevant criteria addressed across multiple projects.</li> <li>• Provided summary table on SEES projects.</li> <li>• Provided additional description for Port Miami including BMS/SCADA elements and power systems.</li> <li>• Port Miami Cruise Terminal F Expansion and Berthing Re-Alignment Design/Build, completed (2022).</li> </ul> | <p>Confirmed the PortMiami and subcontractor listed projects satisfy the experience requirement. Work completed by Lemartec and their Electrical Subcontractor meets the requirements.</p> |

| Qualifications and Experience Requirements   | CDM Smith Clarification   | Responses from Lemartec  | CDM Smith Comments  |
|--|---|--|---|
| <p><b>SP Attachment A-1.D.</b> The Bidder must have successfully completed the construction and/or rehabilitation of a minimum of two (2) electrical distribution rooms with at least 2 diesel engine type generators along with fuel storage tanks, within the last ten (10) years.</p> | <ul style="list-style-type: none"> <li>Requested project information to confirm completion status and the scope of the improvements completed for each listed project.</li> </ul> | <p>Lemartec listed three projects:</p> <ul style="list-style-type: none"> <li>PortMiami: completed in 2022. Has several generators and electrical rooms.</li> <li>Guayama WWTP: Generators (Two same size as NT-3) and main switchboard installed. Generators tested. Projected Substantial Completion: Feb 2026.</li> <li>MIA Park 6: Equipment installed and connected; permanent power pending. Projected Substantial Completion: Jan 2026.</li> </ul> <p>Lemartec submitted an additional project completed in 2022:</p> <ul style="list-style-type: none"> <li>JFL Hospital Independent Utilities Structure.</li> </ul> | <p>Additional project information provided on June 27, August 28, 2025 and October 30, 2025. describing work completed by Lemartec. The Port Miami and the JFL Hospital projects meet the criteria. Accordingly, the requirements of SP Attachment A-1.D. have been satisfactorily addressed.</p> |

| Qualifications and Experience Requirements  | CDM Smith Clarification   | Responses from Lemartec   | CDM Smith Comments  |
|---|---|---|---|
| <p><b>SP Attachment A-1.E.</b> The Bidder or the Bidder’s Auger Cast Pile (ACP) Contractor shall have at least five (5) years of experience and at least five (5) successful installations of similar type, size, length and quantity to those required for support of the project structures. The superintendent proposed for the WORK shall have at least five (5) years of experience and shall be experienced in auger cast piling operations of this class and nature.</p> | <ul style="list-style-type: none"> <li>Requested project experience for ACP contractors and resumes for the proposed superintendents</li> </ul> | <ul style="list-style-type: none"> <li>Identified 3 potential ACP subcontractors: Keller, Ebsary, Edson.</li> <li>Submitted resume for Basilio Fernandez (Edson) and Nigel Ogden (Ebsary).</li> <li>Clarified intention to use Keller as primary, with Ebsary as alternate.</li> <li>Provided list of Keller and Ebsary experience/projects.</li> </ul> | <ul style="list-style-type: none"> <li>The two proposed ACP Contractor’s experience and their proposed superintendent’s meet the experience requirements.</li> <li>It is recommended that Lemartec confirm their final ACP contractor prior to contract award.</li> </ul> |

| Qualifications and Experience Requirements  | CDM Smith Clarification                                  | Responses from Lemartec  | CDM Smith Comments                                      |
|---|--|--|---|
| <p><b>SP Attachment A-1.F.</b> In the event a firm is established by executives, supervisors, and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, OWNER reserves the right to qualify the firm based on OWNER's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm. The experience of key senior personnel with other firms may be counted towards the experience requirement, if acceptable to the ENGINEER. Should such evidence not be satisfactory to the ENGINEER, whose decision shall be final, the bid will be considered non-responsive, and the second lowest bidder will be considered for award. The qualifying proof shall be submitted in a separate sealed envelope with the bid.</p> | <ul style="list-style-type: none"> <li>• None</li> </ul> | <p>N/A - no new firm structure claimed under this provision.</p> | <ul style="list-style-type: none"> <li>• N/A</li> </ul> |

| Qualifications and Experience Requirements   | CDM Smith Clarification  | Responses from Lemartec  | CDM Smith Comments  |
|--|--|--|---|
| <p><b>SP Attachment A-1.G.</b> The Environmental Consultant shall have successfully completed a minimum of two (2) projects that required the implementation of a soil and Groundwater Management Plan and Dust Control Plan following RER requirements the Environmental Consultant shall be familiar with WASD’S Clean Fill Policy (EPG-46).</p> | <ul style="list-style-type: none"> <li>• Provide confirmation of environmental subcontractor and provide required project experience.</li> </ul> | <p>Confirmed Intertek-PSI Solutions is the Environmental Consultant.</p> | <ul style="list-style-type: none"> <li>• Requested confirmation that Intertek-PSI is performing the work.</li> <li>• Intertek-PSI Solutions meets the minimum requirement with two qualifying projects.</li> <li>• The qualification requirement has been met.</li> </ul> |

In consideration of the above, CDM Smith has determined that Lemartec meets the minimum qualifications criteria and recommends that WASD accept Lemartec’s bid and qualifications for the above referenced project as a responsive, responsible Bidder whose evaluated bid totals the lowest number of dollars.

cc: Liz Feliberty, P.E., OOL PGM  
 Andrea Suarez Abastida, PMP, OOL PGM  
 Livia Contreras, CDM Smith  
 Yanice Mercado, P.E. CDM Smith  
 Spencer Perry, P.E., CDM Smith

File: PW.EXT.6430-252288

# Memorandum

MIAMI-DADE  
COUNTY

**Date:**

**To:** Jay J. Fink, P.E., Director  
Water and Sewer Department

**From:** Frances G. Morris, Chief Financial Officer  
Water and Sewer Department

**Subject:** Award Recommendation for North District Wastewater Treatment Plant New Electrical Distribution Building, Contract No. S-968

**Executive Summary**

This memorandum seeks approval to award Contract No. S-968, North District Wastewater Treatment Plant New Electrical Distribution Building (the Contract) to the lowest responsive and responsible bidder, Lemartec Corporation (Lemartec). This project consists of the construction of a new Electrical Distribution Building ("EDB") at the North District Wastewater Treatment Plant ("NDWWTP"). The new EDB is required to comply with the Ocean Outfall Legislation and will provide power to the new High Level Disinfection ("HLD") facility and Injection Well Pump Station electrical substations, among other facilities.

**Recommendation**

It is recommended that Contract No. S-968 be awarded to Lemartec for a total compensation amount of \$122,215,952.09, with a total Contract period of 1,221 consecutive calendar days, consisting of 1,052 consecutive calendar days to Substantial Completion, an additional 58 consecutive calendar days to Final Completion (total of 1,110), and a 111 calendar day time allowance.

**Scope**

This Contract will be performed at the NDWWTP, located at 2575 Northeast 156th Street, North Miami, Florida 33160 in District 4, which is represented by Commissioner Micky Steinberg.

**Delegated Authority**

This project is a Capital Improvement Project being processed pursuant to Section 2-8.2.12 of the Code of Miami-Dade County, Florida (WASD's Acceleration Ordinance). Pursuant to Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee has the authority to, among other things, 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, subject to ratification by the Board of County Commissioners (the Board).

**Fiscal Impact/Funding Source**

The fiscal impact to the County is \$122,215,952.09, which WASD has determined is a fair and reasonable amount for the project's defined scope of work.

The project is in the FY 2024-25 Adopted Budget and Multi-Year Capital Plan.

- Funding will be provided from Capital Program #962670, Ocean Outfall Legislation Program, Volume 3, Page 94.
- The funding sources are: WIFIA Loan, Special Construction, Wastewater Connection Charges, and Future WASD Revenue Bonds.

- The life expectancy of the work is 50 years.
- Operations Cost Impact / Funding: \$1,800,000.00. The funding source for the operating impact is WASD Operating Revenues.
- Maintenance Cost Impact / Funding: \$1,300,000.00. The funding source for the maintenance impact is WASD Operating Revenues.
- The project includes the Inspector General (IG) fee but does not include Building Better Communities – General Obligation Bond (BBC-GOB) funding or Art in Public Places.

### **Vendor Selection & Track Record**

On May 20, 2025, WASD received and opened three (3) bids in response to the March 20, 2025, advertisement for an open competitive solicitation for the Contract.

| <b>Company Name</b>             | <b>Base Bid</b>  | <b>Total Bid*</b> |
|---------------------------------|------------------|-------------------|
| Lemartec Corporation            | \$98,582,717.32  | \$122,215,952.09  |
| Poole & Kent Company of Florida | \$98,900,000.00  | \$122,584,000.00  |
| Daniel O'Connell's Sons         | \$105,750,000.00 | \$130,530,000.00  |

\*Total bid includes contingency & dedicated allowances

The following due diligence was performed to determine that Lemartec was the lowest responsive and responsible bidder:

- Because contract measures were assigned, the three (3) lowest bids were forwarded to Internal Services Department's (ISD) Division of Small Business Development (SBD) for a Compliance Review. On June 5, 2025, SBD issued the results of its compliance review. Lemartec was determined to be in compliance with the Implementing Order for the Small Business Enterprise (SBE/G&S) program for construction services. The Project Worksheet and the SBD Compliance Review letter are attached to this memo as Exhibits A and B, respectively.
- On June 4, 2025, the County Attorney's Office (CAO) issued an opinion finding that the Lemartec bid was responsive and that a Best and Final Offer (BAFO) was not required. The CAO memo is attached to this memo as Exhibit C.
- Spencer Perry, PE, of CDM Smith, the Engineer of Record (EOR), reviewed the bid submission and, on July 22, 2025, recommended that Lemartec was a responsive and responsible bidder and that WASD accept Lemartec's bid. The EOR's letter is attached to this memo as Exhibit D. On October 6, 2025, the EOR updated its recommendation letter after reviewing additional information provided by Lemartec, recommending that WASD accept the Lemartec bid and qualifications for the project. The updated letter is attached to this memo as Exhibit E. On October 30, 2025, a responsibility review was conducted with the EOR to discuss Lemartec's compliance with the project qualification criteria and, on November 3, 2025, the EOR updated its recommendation, concluding that Lemartec meets the minimum qualifications criteria and recommending that WASD accept Lemartec's bid and qualifications for the project. The updated letter is attached to this memo as Exhibit F.
- Pursuant to Resolution No. R-187-12, WASD performed a review of the vendor information in the Business Management Workforce System (BMWS). WASD discovered no adverse information.
- According to the contract history viewed in the CIIS system on July 22, 2025, Lemartec was awarded one contract in the past three (3) years, in a total amount of \$105,441,373.

- Lemartec has three (3) evaluations in the ISD Capital Improvement Information System (CIIS), with a rating of 3.5 out of a possible 4.0 maximum.

Considering the input of ISD and the EOR, WASD has concluded that the apparent lowest bidder, Lemartec, is both responsive and responsible. The total bid of \$122,215,952.09 is 20.13% below the EOR’s estimate of \$153,022,543.00; the bidder has a 3.5 rating in CIIS; and there are no protests, thereby qualifying for an award under the Acceleration Ordinance, subject to ratification by the Board. Therefore, it is recommended that Contract No. S-968 be awarded to Lemartec for a total compensation amount of \$122,215,952.09, with a total Contract period of 1,112 consecutive calendar days. The proposed contract, signed by Lemartec, is attached to this memo as Exhibit G.

**WASD Contract Monitor**

WASD Deputy Director, Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of the Contract.

**Background**

This project is part of the Ocean Outfall Legislation (OOL) Program and necessary to ensure a reliable and efficient power supply for critical WASD facilities at the NDWWTP. The new Electrical Distribution Building (EDB2) will support the growing demands of the HLD facility and the Injection Well Pump Stations electrical substations by housing new, high-capacity generators and essential infrastructure. By upgrading the electrical system, WASD will improve service reliability, enhance resilience against power disruptions, and ensure uninterrupted operations for water and wastewater services. This investment will help maintain system efficiency and accommodate future growth, which will ultimately benefit the community by providing a more dependable utility service.

**Contract Manager Name/Phone/Email**

Paul Adams / 786-863-9425 / paul.adams@miamidade.gov

**Project Manager Name/Phone/Email**

Marcelino Torres / (786) 552-8209 / marcelino.torres@miamidade.gov

**Applicable Ordinances and Measures**

The table below depicts the applicable legislative policies.

| <b>Title</b>   | <b>Legislation</b>                                 | <b>Notations</b>                      |
|--|--|---------------------------------------|
| Local Preference                                       | Code Section 2-8.5                                 |                                       |
| Local Certified Veteran Business Enterprise Preference | Code Section 2-8.5.1                               |                                       |
| Small Business Enterprise - Services                   | Code Section 2-8.1.1.1.1 & Implementing Order 3-41 | Sodding/Landscaping Service Set-Aside |
| Sea Level Rise   | Ordinance 14-79                                    |                                       |
| Sustainable Buildings Program                          | Implementing Order 8-8                             |                                       |
| Buy American Iron & Steel Procurement Program          | Code Section 2-8.2.6.1                             |                                       |
| Office of Inspector General Fee                        | Code Section 2-1076                                |                                       |

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**Project Chronology**

| <b>Event</b>                          | <b>Projected Date</b> |
|---------------------------------------|-----------------------|
| 1. Pre-bid Meeting Date if applicable | April 1, 2025         |
| 2. Bid opening date                   | May 20, 2025          |
| 3. Planned Bid Award date             | TBD                   |
| 4. Planned pre-construction meeting   | TBD                   |
| 5. Planned Notice to proceed          | TBD                   |
| 6. Planned groundbreaking             | TBD                   |
| 7. Planned completion date            | TBD                   |

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**SIGNATURE PAGE**

**North District Wastewater Treatment Plant New Electrical Distribution Building,  
Contract No. S-968**




David Clodfelter  
OMB DIRECTOR

08/04/2025

DATE

Approved as to legal sufficiency



Sarah Egners Davis  
Assistant County Attorney

7/23/25

DATE



Jay J. Fink, P.E., Director  
on behalf of Mayor Daniella Levine Cava

11/10/25

DATE

# Memorandum



To: Basia Pruna, Director  
Clerk of the Board

Date: November 12, 2025

A handwritten signature in cursive script that reads "Paul F. Adams".

From: Paul F. Adams, Manager  
Construction Contracts Division  
Miami-Dade Water and Sewer Department

Subject: Bid Award Recommendation  
Contract No. S-968,  
North District Wastewater  
Treatment Plant New Electrical  
Distribution Building

---

Pursuant to Ordinances 9 - 6 and 9 - , the Miami-Dade Water and Sewer Department MDWASD is filing the attached Recommendation or Award, as signed by the County Mayor or Mayor's designee, or the MDWASD Contract No. S-968, North District Wastewater Treatment Plant New Electrical Distribution Building, as required by the referenced ordinances governing Bid Protest procedures. Also, attached are copies of letters notifying each bidder of the award recommendation, and listed below are the names and addresses of each bidder. Thank you.

Lemartec Corporation  
Attn: Ms. Maira Suarez  
11740 S.W. 80th Street, 3<sup>rd</sup> Floor  
Miami, FL 33183

Poole & Kent Company of Florida  
Attn: Mr. Patrick H. Carr  
1781 N.W. North River Drive  
Miami, FL 33125

Daniel O'Connell's Sons  
Attn: Mr. Matthew Sturm  
2999 N.E. 191 Street  
Aventura, FL 33180



miamidade.gov

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

Construction Contracts Division  
Tel: (786) 552-8989

November 12, 2025

VIA EMAIL

Daniel O' Connell's Sons  
Attn: Mr. Matthew Sturm  
2999 N.E. 191 Street  
Aventura, FL 33180

RE: NOTICE OF INTENT TO AWARD  
NORTH DISTRICT WASTEWATER TREATMENT  
PLANT NEW ELECTRICAL DISTRIBUTION  
BUILDING, CONTRACT NO. S-968, TRIMBLE NO.  
13772

Dear Sir/Madam:

Pursuant to the Miami-Dade Water and Sewer Department (WASD) 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 Mayor's designee approve the attached contract award recommendation to Lemartec Corporation for North District Wastewater Treatment Plant New Electrical Distribution Building, Contract No. S-968.

In accordance with Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County and Implementing Order 3-21, the required recommendation must be filed with the Clerk of the Board and copies mailed to all bidders. Any bidder may file a written intent to protest within three working days of the recommendation being filed with the Clerk, in this case, November 17, 2025. Any such protest will be heard by a hearing examiner. If you wish to protest the recommended action on the subject bid, you must do so by written notice to the Clerk's office.

Very truly yours,

A handwritten signature in black ink that reads "Paul F. Adams".

Paul F. Adams, Chief  
Construction Contracts Division

Attachment: Contract Award Recommendation

cc: Clerk of the Board  
Jean-Marie Rodriguez  
Antoinette Altamirano  
Eileen Ramos  
Contract File

MDC049



miamidade.gov

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

Construction Contracts Division  
Tel: (786) 552-8989

November 12, 2025

VIA EMAIL

Lemartec Corporation  
Attn: Ms. Maira Suarez  
11740 S.W. 80th Street, 3rd Floor  
Miami, FL 33183

RE: NOTICE OF INTENT TO AWARD  
NORTH DISTRICT WASTEWATER TREATMENT  
PLANT NEW ELECTRICAL DISTRIBUTION  
BUILDING, CONTRACT NO. S-968, TRIMBLE NO.  
13772

Dear Sir/Madam:

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Very truly yours,

A handwritten signature in black ink that reads "Paul F. Adams".

Paul F. Adams, Chief  
Construction Contracts Division

Attachment: Contract Award Recommendation

cc: Clerk of the Board  
Jean-Marie Rodriguez  
Antoinette Altamirano  
Eileen Ramos  
Contract File

MDC050



miamidade.gov

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

Construction Contracts Division  
Tel: (786) 552-8989

November 12, 2025

VIA EMAIL

Poole & Kent Company of Florida  
Attn: Mr. Patrick H. Carr  
1781 N.W. North River Drive  
Miami, FL 33125

RE: NOTICE OF INTENT TO AWARD  
NORTH DISTRICT WASTEWATER TREATMENT  
PLANT NEW ELECTRICAL DISTRIBUTION  
BUILDING, CONTRACT NO. S-968, TRIMBLE NO.  
13772

Dear Sir/Madam:

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Very truly yours,

A handwritten signature in black ink that reads "Paul F. Adams".

Paul F. Adams, Chief  
Construction Contracts Division

Attachment: Contract Award Recommendation

cc: Clerk of the Board  
Jean-Marie Rodriguez  
Antoinette Altamirano  
Eileen Ramos  
Contract File

MDC051

STUART H. SAKWA, P.A.  
ATTORNEY AT LAW

8888 ROCKRIDGE GLEN COVE  
BOYNTON BEACH, FLORIDA 33473  
PHONE 561-810-5855  
FAX 561-736-7368  
shsakwa@outlook.com

November 17, 2025

VIA HAND DELIVERY

Clerk of the Board of County Commissioners  
Stephen P. Clark Center  
111 NW First Street, Suite #17-202  
Miami, Florida 33128

FILED FOR RECORD  
2025 NOV 17 PM 3:09  
CLERK OF THE BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA

**NOTICE OF INTENT TO FILE BID PROTEST AND  
INCORPORATED BID PROTEST**

**Project: North District Wastewater Treatment Plant New Electrical  
Distribution Building**

**Contract No: S-968**

**Re: Award Recommendation to Lemartec Corporation and WASD's Bid  
Evaluation for Responsiveness and Responsibility**

Clerk of the Board,

This firm represents Poole & Kent Company of Florida ("Poole & Kent") with respect to the above referenced Project. In accordance with Section 2-8.4 of the Code of Miami-Dade County (the "Code"), Poole & Kent protests the Notice of Intent to Award the Solicitation to Lemartec Corporation ("Lemartec") dated November 12, 2025, on the following grounds:

A. Lemartec's Bid is non-responsive because it failed to include required documentation that it is licensed to self-perform portions of the work and made material misrepresentations regarding its prior experience by representing that it had self-performed work that was actually performed by other entities;

B. Lemartec is not a responsible bidder because it does not meet the minimum qualification and experience requirements based upon its prior experience, and Lemartec cannot use the experience of other companies just because they are owned by the same parent company; and

C. In the event Lemartec is determined to be a responsive and responsible Bidder, Poole & Kent is entitled to submit a best and final bid equal to or lower than the Low Bid pursuant to Section 2-8.5 of the Miami-Dade County Code. Lemartec did not submit ISD Form No. 1 "at the time of submitting their bid" and therefore it is not "eligible for consideration as a 'local business' under this section."

The Instructions to Bidders (ITB) Section 33 Required Bidder's Certification provides that a Bidder must hold at the time their bid is submitted the appropriate certificates to perform





STUART H. SAKWA, P.A.  
ATTORNEY AT LAW

8888 ROCKRIDGE GLEN COVE  
BOYNTON BEACH, FLORIDA 33473  
PHONE 561-810-5855  
FAX 561-736-7368  
[shsakwa@outlook.com](mailto:shsakwa@outlook.com)

November 17, 2025

VIA HAND DELIVERY

Clerk of the Board of County Commissioners  
Stephen P. Clark Center  
111 NW First Street, Suite #17-202  
Miami, Florida 33128

**NOTICE OF INTENT TO FILE BID PROTEST AND  
INCORPORATED BID PROTEST**

**Project:** North District Wastewater Treatment Plant New Electrical  
Distribution Building

**Contract N:** S-968

**Re:** Award Recommendation to Lemartec Corporation and WASD's Bid  
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Clerk of the Board,

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B. Lemartec is not a responsible bidder because it does not meet the minimum qualification and experience requirements based upon its prior experience, and Lemartec cannot use the experience of other companies just because they are owned by the same parent company; and

C. In the event Lemartec is determined to be a responsive and responsible Bidder, Poole & Kent is entitled to submit a best and final bid equal to or lower than the Low Bid pursuant to Section 2-8.5 of the Miami-Dade County Code. Lemartec did not submit ISD Form No. 1 "at the time of submitting their bid" and therefore it is not "eligible for consideration as a 'local business' under this section."

The Instructions to Bidders (ITB) Section 33 Required Bidder's Certification provides that a Bidder must hold at the time their bid is submitted the appropriate certificates to perform

MDC055

the work contemplated by the Contract Documents. Section 33 further provides, “[f]ailure to hold the appropriate certificate at the time this Bid is submitted shall render the Bid non-responsive.”

Attachment A- Bidder Qualifications sets forth the license requirements as follows:

#### License Requirements

The Bidder or the Bidder’s Subcontractor shall have as a minimum the following licenses:

- 1) General Contractor
- 2) Electrical Contractor
- 3) Roofing Engineering Contractor
- 4) Mechanical Contractor
- 5) Underground Utility and Excavation Contractor
- 6) Roofing Engineering Contractor/ General Engineering Contractor
- 7) Pile Foundation Contractor
- 8) Other categories as applicable by Chapter 489 of the Florida Statutes or Chapter 10 of Miami-Dade County Code
- 9) Other requirements for the comparable projects as described in Project Documents, Special Provisions for Contract No. S-968.

Attachment A also contained experience requirements that stated, “**With the bid**, the successful Bidder shall submit proof that his/her firm has at least the minimum successful contract Experience as required below for this contract being bid....”

The Bidder was required to submit proof that either the Bidder or Bidder’s Subcontractor had experience relating to:

**Installation** of diesel engine and generators, fuel storage tanks and accessories, and construction of fuel pipe system.

Successfully completed a minimum of 1 project demonstrating experience **procuring and installing** main electrical equipment between 13.2 kV to 480 V, HVAC equipment, medium and low voltage electrical power systems, including transformers and switchgear and instrumentation and controls including connections into an existing SCADA.

Successfully **completed the construction** and/or rehabilitation of two electrical distribution rooms with at least 2 diesel engine type generators along with fuel storage tanks.

Lemartec did not provide a written explanation in its Bid that specifically identified how it met the above requirements. Instead Lemartec submitted a spreadsheet that identified 20 or so projects and which scope(s) of work each project supposedly demonstrated the required experience. Furthermore, Lemartec did not identify any Subcontractors to meet the qualification requirements. In the absence of any Subcontractors, Lemartec had to meet the experience requirements at the time of Bid submission solely with its own experience.

Furthermore, because Lemartec did not identify any subcontractors to meet the experience requirements, it represented that it could actually self-perform the scopes of work identified above.

However, Lemartec only submitted a certificate for a general contractor license and failed to submit an electrical contractor or mechanical contractor license.

Therefore, at the time of the Bid submission, Lemartec represented that it was capable of self-performing the electrical and mechanical work, and that it had previously performed such work. However, Lemartec is not a licensed mechanical contractor or electrical contractor, and therefore, Lemartec's bid is non-responsive pursuant to Section 33 of the ITB.

Subsequently, Lemartec has submitted multiple subcontractors in an attempt to meet the experience and licensing requirements; however, the Instructions to Bidders and Miami-Dade County's long standing policy is to not allow Bidders to substitute subcontractors in order to meet the qualification requirements after bid opening as the County recognizes that doing so would provide an unfair competitive advantage to such Bidders.

Notwithstanding that the County's policy of not allowing substitutions has been recognized by the County, the County has proceeded to ignore the terms of the ITB and its long standing policy and has issued the Notice of Intent to Award to Lemartec.

In addition, Lemartec has been using the experience of other contractors that are owned by Lemartec's parent company, MasTec, as if that experience was Lemartec's. The experiences of these other companies are based on projects in other jurisdictions, and those other companies are not licensed to perform work in Florida. Therefore, Lemartec cannot use those other entities' experience as its own.

### **Standard for Determining Responsiveness**

The widely accepted evaluation standard for responsiveness was explained in *Toyo Menka Kaisha, Ltd. v. United States*<sup>1</sup>:

The requirement that a bid be responsive is designed to avoid unfairness to other contractors who submitted a sealed bid on the understanding that they must comply with all of the specifications and conditions in the invitation for bids, and who could have made a better proposal if they imposed conditions upon or variances from the contractual terms the Government had specified. The rule also avoids placing the contracting officer in the difficult position of having to balance the more favorable offer of the deviating bidder against the disadvantages to the Government from the qualifications and conditions the bidder has added. In short, the requirement of responsiveness is designed to avoid a method of awarding government contracts that would be similar to negotiating agreements but which would lack the safeguards present in either that system or in true competitive bidding.

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<sup>1</sup> *Toyo Menka Kaisha, Ltd. v. U. S.*, 220 Ct. Cl. 210, 597 F.2d 1371, 26 Cont. Cas. Fed. (CCH) ¶ 83294 (1979).

As set forth in Bruner & O'Connor Construction Law, §2:90:

Public contracts—federal, state, and local—may only be awarded to contractors who submit bids “responsive” to the material requirements of the invitation for bids. Evaluation of bid responsiveness focuses on compliance of the bid with the **mandatory requirements** of the invitation and any **governing statutes**. Although minor deviations may be waived, **material** deviations may not.

\* \* \*

A deviation is said to be “material” if it:

1. Affects the price, quality, quantity, or duration of the work;
2. Fails to convey the bidder’s clear intent to be bound;
3. Deviates materially from the mandatory requirements of the invitation;
4. Fails to comply with statutory mandates; or
5. Otherwise is prejudicial to other bidders and to the integrity of the competitive sealed bid procedure itself.<sup>2</sup>

Under Florida law, when considering whether a bid is responsive to the terms of the solicitation, the public entity may not arbitrarily or capriciously discriminate between bidders, or make the award based on personal preference. Whether a public entity acts “arbitrarily is generally controlled by a determination of whether the Board complied with its own proposal criteria as outlined in the RFP” *Emerald Correctional Management v. Bay County Bd. Of County Commissioners*, 955 So. 2d 647, 653 (Fla. 1st DCA, 2007)

“Furthermore, a public body is not entitled to omit or alter material provisions required by the RFP because in doing so the public body fails to ‘inspire public confidence in the fairness of the RFP process.’” *Id.* at 653.

Second, when considering whether a bid is responsive to the terms of the solicitation, the public entity may not arbitrarily or capriciously discriminate between bidders, or make the award based on personal preference. Whether a public entity acts, “arbitrarily is generally controlled by a determination of whether the Board complied with its own proposal criteria as outlined in the RFP” *Emerald Correctional Management v. Bay County Bd. Of County Commissioners*, 955 So. 2d 647, 653 (Fla. 1st DCA, 2007)

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<sup>2</sup> See also, *Harry Pepper & Assocs. v. Cape Coral*, 352 So.2d 1190 (Fla. 2nd DCA, 1977)(“In order to insure this desired competitiveness, a bidder cannot be permitted to change his bid after the bids have been opened, except to cure minor irregularities.”); *E.M. Watkins & Co., Inc. v. Board of Regents*, 414 So.2d 583 (Fla. 3<sup>rd</sup> DCA, 1982)(Mandatory requirement of statute that contractors submit list of major subcontractors at time of bid was material and cannot be waived).

“Furthermore, a public body is not entitled to omit or alter material provisions required by the RFP because in doing so the public body fails to ‘inspire public confidence in the fairness of the RFP process.’” *Id.* at 653.

In *Harry Pepper & Assocs. v. Cape Coral*, 352 So.2d 1190, 1192 (Fla. 2nd DCA, 1977), the Court cited the seminal case of *Wester v. Belote*, 138 So.2d 721 (Fla. 1931) which set forth the purpose of the public bidding process as:

(T)o protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove not only collusion but temptation for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in its various forms; to secure the best values for the county at the lowest possible expense; and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids.

The Court in *Harry Pepper* held, “In order to insure this desired competitiveness, a bidder cannot be permitted to change his bid after the bids have been opened, except to cure minor irregularities.” *Id.* at 1192.

The Court in *Harry Pepper* also cited *City of Opa-Locka v. Trustees of Plumbing Industry Promotion Fund*, 193 So.2d 29 (Fla. 3d DCA 1966) where a bidder did not have a required certificate of competency at the time of the bid. The appellate Court held, “**If the City may in its discretion waive this section it would be conducive to favoritism by allowing some bidder to qualify after their bids are accepted...**” [Emphasis added]

With regard to the Best and Final Offer process, Poole & Kent incorporates by reference the facts and analysis set forth my July 1, 2025 letter, a copy is attached.

For all of the above reasons Lemartec’s Bid should be found non-responsive and Lemartec should be found not responsible. Thereafter, Poole & Kent should be awarded the Project as the second low bidder that is responsive and responsible. In the alternative, Poole & Kent should be allowed to participate in the Best and Final Offer Process.

Thank you for your prompt attention to this matter.

Respectfully,

Stuart H. Sakwa



STUART H. SAKWA, P.A.  
ATTORNEY AT LAW

8888 ROCKRIDGE GLEN COVE  
BOYNTON BEACH, FLORIDA 33473  
PHONE 561-810-5855  
FAX 561-736-7368  
[ssakwa@outlook.com](mailto:ssakwa@outlook.com)

July 1, 2025

([Paul.Adams@miamidade.gov](mailto:Paul.Adams@miamidade.gov))

Paul F. Adams  
Chief, Construction Contracts Division  
Miami-Dade Water and Sewer Department  
3071 SW 38th Ave.  
Suite 107  
Miami, Florida 33146

**Project North District Wastewater Treatment Plant New Electrical  
Distribution Building**

**Contract No. S-968**

**Project No. 13772**

**Re: Solicitation Process**

Mr. Adams,

This firm represents Poole & Kent Company of Florida ("Poole & Kent") with respect to the above referenced Project and Solicitation.

Based upon the facts as set forth in Poole & Kent's June 23, 2025, correspondence (copy attached), Lemartec Corporation ("Lemartec") does not meet the minimum qualifications and experience requirements, must be found not responsible, and its Bid non-responsive. Once Lemartec is determined to be not responsive and/or not responsible, Poole & Kent should be awarded the Project as the second lowest bidder that is responsive and responsible.

In the event Lemartec is determined to be a responsive and responsible Bidder, Poole & Kent has a right to participate in the County's Local Preference Best and Final Offer ("BAFO") process mandated by Section 2-8.5 of the Miami-Dade County Code ("Code") and Paragraph 18 of the Instruction to Bidders ("ITB"), which sets forth the requirements and procedures for awarding a Contract.

#### **Lemartec Is Not a Responsible or Responsive Bidder**

Miami-Dade Water and Sewer Department ("MDWASD") has multiple requirements set forth in the ITB that must be met by a Bidder in order to be a responsible Bidder. These include but are not limited to the requirements set forth in ITB Paragraph 13, Qualifications of Bidders, Special Provisions SP 2.0 Additional Qualifications of Bidders, and Special Provisions Attachment A- Bidder Qualifications.

SP 2.0 states in pertinent part,

In order to aid the County in making an award of the Contract, the Bidder shall submit satisfactory proof and qualifications that demonstrate construction can commence promptly upon receipt of notice to proceed, performed in a satisfactory manner, and all work covered by these Contract Documents can be completed within the time specified. Failure to submit this information may be cause for the Bidder to be non-responsive. The Bidder shall submit, among other things, detailed information identifying all personnel to be utilized on this project and evidence with respect to the following:

(a) Bidder has a well-trained and competent organization that has done work of similar character and value;

\* \* \*

(c) If a Bidder is a corporation, it must provide the names of all corporate officers and the name of the executive who will give his personal attention to this work.

\* \* \*

**In the event a firm is established by executives, supervisors, and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, the County reserves the right to qualify the firm based on the County's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm. The experience of key senior personnel with other firms may be counted towards the experience requirement, if acceptable to the Engineer. Should such evidence not be satisfactory to the Engineer, whose decision shall be final, the bid will be considered non-responsive, and the second lowest bidder will be considered for award. The qualifying proof shall be submitted in a separate sealed envelope with the bid.**

In addition to the general qualifications provided above, the Bidder shall also meet the requirements shown at Attachment A to these Special Provisions and shall submit satisfactory proof and qualifications demonstrating compliance with the Bid.

#### **Failure to Submit Required Documentation**

Lemartec failed to provide the information required by Paragraph 13 of the ITB, SP 2.0 and Attachment A. Many of Lemartec's failures are identified in Poole & Kent's letter dated June 23, 2025, attached hereto.

In addition to those failures, Lemartec failed to provide, "detailed information identifying all personnel to be utilized on this project." The only person identified by Lemartec to be utilized on the project was Basilio Fernandez, as Superintendent. Mr. Fernandez's resume does not include experience with successfully completed projects of a similar size, scope or complexity as the NDWWTP New Electrical Distribution Building.

Similarly, Lemartec failed to identify equipment owned by Lemartec that would allow it to perform the Work on the Project. Instead, Lemartec identified equipment owned by MasTec,

Inc. and all of its subsidiaries. Many of MasTec’s subsidiaries are not located in Florida, and there is no evidence that Lemartec has the right to use another company’s equipment, or that the equipment is currently available to be used on this project.

Lemartec also failed to identify any of its “key employees” that worked on projects performed by other companies owned by MasTec and thus had the requisite experience.

**Failure to Submit Required Documentation By Bid Submission Deadline**

Paragraph 10 of the ITB, Submission of Bids, governs the procedural requirements for submitting bids and provides in pertinent part:

Sealed bids for a Project known and identified in the subject Advertisement for Bids **will be received** by the Miami-Dade Water and Sewer Department **in accordance with the provisions of the Advertisement for Bids**. Bids/Proposals must be timely submitted in a sealed envelope or container.

**Bids, and all required supporting documentation, must be submitted electronically through the eBuilder Bid Portal, with a hard copy of the complete submission** sent to the Department postmarked within one (1) business day of **the bid submittal date**. If a Bidder submits more than one (1) bid through eBuilder, ALL bids will be rejected. **In the event of a conflict between the hard copy and the eBuilder data entry, the eBuilder data will govern.**

The Advertisement for Bids provides,

Sealed bids for a Project known as and identified as North District Wastewater Treatment Plant New Electrical Distribution Building Contract No. S-968, will be **received electronically**, or as modified by addendum by the Miami-Dade Water and Sewer Department, located at 3071 SW 38 Ave., Miami FL 33146, **until 2:00 P.M. Local Time on May 20, 2025.**

Based upon the above provisions, a Bidder must submit all required documents through the electronic bid portal in order to be responsive to ITB. While the Bidder has an **additional** obligation to submit a “hard copy” of its Bid submission within one day of the bid submittal date, the hard copy submission cannot be used as a substitute method of Bid submission. Even if MDWASD was to permit submission of a “hard copy” as a substitute method of bid submission, the “hard copy” would have to be **received by** MDWASD by the Bid submission deadline in order to be responsive.

As set forth in Bruner & O’Connor Construction Law, §2:90:

Public contracts—federal, state, and local—may only be awarded to contractors who submit bids “responsive” to the material requirements of the invitation for bids. Evaluation of bid responsiveness focuses on compliance of the bid with the **mandatory requirements** of the invitation and any governing statutes. Although minor deviations may be waived, **material** deviations may not.

\* \* \*

A deviation is said to be “material” if it:

1. Affects the price, quality, quantity, or duration of the work;
3. Deviates materially from the **mandatory requirements** of the invitation;
4. Fails to comply with **statutory mandates**; or
5. Otherwise is **prejudicial to other bidders** and to the **integrity** of the competitive sealed bid procedure itself.

Under Florida law, when considering whether a bid is responsive to the terms of the solicitation, the public entity may not arbitrarily or capriciously discriminate between bidders, or make the award based on personal preference. Whether a public entity acts, “arbitrarily is generally controlled by a determination of whether the Board complied with its own proposal criteria as outlined in the RFP” *Emerald Correctional Management v. Bay County Bd. Of County Commissioners*, 955 So. 2d 647, 653 (Fla. 1st DCA, 2007) “Furthermore, a public body is not entitled to omit or alter material provisions required by the RFP because in doing so the public body fails to ‘inspire public confidence in the fairness of the RFP process.’” *Id.* at 653.

In *Harry Pepper & Assocs. v. Cape Coral*, 352 So.2d 1190, 1192 (Fla. 2nd DCA, 1977), the Court cited the seminal case of *Wester v. Belote*, 138 So.2d 721 (Fla. 1931) which set forth the purpose of the public bidding process as:

(T)o protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove not only collusion but temptation for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in its various forms; to secure the best values for the county at the lowest possible expense; and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids.

The Court in *Harry Pepper* held, “In order to insure this desired competitiveness, a bidder cannot be permitted to change his bid after the bids have been opened, except to cure minor irregularities.” *Id.* at 1192.

The Court in *Harry Pepper* also cited *City of Opa-Locka v. Trustees of Plumbing Industry Promotion Fund*, 193 So.2d 29 (Fla. 3d DCA 1966) where a bidder did not have a required certificate of competency at the time of the bid. The appellate Court held, “**If the City may in its discretion waive this section it would be conducive to favoritism by allowing some bidder to qualify after their bids are accepted...**” [Emphasis added]

In this instance, MDWASD cannot change the Bid submission requirements so that Lemartec is allowed to submit required bid documents after the bid submission deadline. In addition, MDWASD cannot change the Bidder qualification requirements by permitting Lemartec to use the prior experience of other contractors whose only connection to Lemartec is common ownership by a parent company. Lemartec may only use the prior experience of another company if it submitted documentation at the time of the bid submission that its key employees worked on those projects.

Upon Lemartec being determined not eligible to participate as a Local Bidder, Poole & Kent is entitled to submit a Best and Final Offer, along with Lemartec, as required by Section 2-8.5 of the County Code.

**Poole & Kent is Entitled to Participate in the Best and Final Offer Process**

Poole & Kent is entitled to submit a best and final bid for the Project pursuant Section 255.20, *Florida Statutes*, Section 2-8.5 of the County Code, and the terms of the Solicitation for the Project.

The Memorandum dated June 4, 2025, issued by the County Attorney’s Office (“CAO”) regarding the Best and Final Offer (“BAFO”) process (the “BAFO Memo”) is inconsistent with the requirements of Section 255.20(1)(d)(1), *Florida Statutes*, Sections 2-8.5 (1)(c) and 2(a) of the County Code, the Advertisement for Bids, Paragraphs 10 and 42 of the ITB, and Florida common-law that prohibits the awarding contracts in an arbitrary and capricious manner. In addition, if the County refuses to proceed with the BAFO process as required by these provisions, Poole & Kent will have a claim under 42 U.S.C. §1983 for deprivation of a property interest without due process.

Undisputed Facts

1. The Advertisement for Bids provides that sealed bids for the Project, “will be received **electronically**, or as modified by addendum by the Miami-Dade Water and Sewer Department ... until 2:00 P.M. Local Time on May 20, 2025.”

2. Paragraph 9 of the ITB, “Prices Bid” provides in part:

The price bid for each item shall be **submitted electronically** through the **Bid Portal, with a hard copy of the bid items** submitted by mail, postmarked within one (1) business day of the **bid submission closing**. In the event of a discrepancy between the online price submitted and the written price submitted, the online price shall govern.

3. Paragraph 10 of the ITB, “Submission of Bids” provides in part:

**Sealed bids** for a Project known and identified in the subject Advertisement for Bids **will be received** by the Miami-Dade Water and Sewer Department **in accordance with the provisions of the Advertisement for Bids**. Bids/Proposals must be timely submitted in a sealed envelope or container.

**Bids, and all required supporting documentation, must be submitted electronically through the eBuilder Bid Portal, with a hard copy of the complete submission** sent to the Department postmarked within one (1) business day of the **bid submittal date**. If a Bidder submits more than one (1) bid through eBuilder, **ALL** bids will be rejected. **In the event of a conflict between the hard copy and the eBuilder data entry, the eBuilder data will govern.**

4. Based upon the mandatory requirements of Paragraph 10 of the ITB, and the Advertisement for Bid, all bid submission documents were required to be electronically submitted by 2:00 pm on May 20, 2025.

5. Paragraph 42 of the ITB, “Local Preference Ordinance” provides in part:

The attention of the Contractor is hereby directed to the **requirements of the Code of Miami-Dade County, Section 2-8.5**; Local Preference Ordinance, which except where Federal or State law mandates to the contrary, allow preference to be given to a local business....

**A. If the Low bidder is not a Local Business**, then any and all **responsive and responsible Local Businesses submitting a price within ten percent of the Low bid, the Low Bidder**, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, **shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.**

**B. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business**, then any and all responsive and responsible **Locally-Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.**

6. Although Paragraph 42 of the ITB sets forth some of the requirements of Section 2-8.5 of the County Code, it does not include all of the requirements. Section 2-8.5 (1)(c) defines the term “local business” and “local business location” and establishes several minimum requirements in order to be considered a “local business”, including but not limited to having for at least one year prior to the bid submission: 1) a valid business tax receipt issued by Miami-Dade County and 2) a physical business address that served as the place of employment for at least three full time employees. In addition, a bidder, “shall not be considered a ‘local business’ unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way.”

7. The Local Preference Ordinance in Sec. 2-8.5(1)(c) specifically requires the following:

Vendor **shall affirm** in writing their compliance with the foregoing [the requirements set forth above] **at the time of submitting their bid** or proposal **to be eligible for consideration as a “local business” under this section.**

8. It is undisputed that the only way for a bidder to “affirm in writing” that it meets the requirements of Sec. 2-8.5(1)(c) is to electronically submit ISD Form No. 1- Local Business Preference Affidavit through the eBuilder Bid Portal prior to the bid submittal deadline.

9. It is undisputed that Lemartec **did not** include ISD Form No. 1 in its electronic bid submittal on May 20, 2025.

10. At the bid opening, it was announced that Lemartec's bid was \$122,215,952.09 and Poole & Kent's bid was \$122,584,000.00, a difference of \$368,047.91, or 0.3% of Lemartec's bid price.

11. As set forth in detail below, the CAO's opinion allows Lemartec to correct a nonwaivable defect in Lemartec's attempt to participate in the Local Preference program. If the CAO's opinion is followed, it would allow the County to choose its "favored" contractor, rather than proceeding with the BAFO process as contemplated in Section 2-8.5(2)(a) and awarding the Project, "to the responsive and responsible bidder offering the **lowest best and final bid.**"

12. If the County follows its own rules, the County will avoid violating Section 255.20, *Florida Statutes*, and will likely save between 2% and 5% of the current low bid price, which would be a saving of **\$2,500,000 to \$5,000,000.**

As a preliminary matter, Poole & Kent notes that the name of the electronic file provided by the CAO is "Responsiveness Opinion for Contract S-986". However, the subject matter of the BAFO Memo does not address the issue of responsiveness, and therefore, cannot be treated as a Responsiveness Opinion as set forth in Section 2-8.4 of the County Code.<sup>1</sup> The BAFO memo states in pertinent part:

As set forth in your email dated May 27, 2025, you requested a formal opinion as to whether the Best and Final Offer ("BAFO") process set forth in section 2-8.5 of the Code... should be utilized in awarding Contract S-968.... Specifically, you wanted to know if the failure of the low bidder Lemartec Corporation ("Lemartec") to include Form No. 1- Local Business Preference Affidavit... in its electronic bid submittal meant that Lemartec... would not be considered a "Local Business" and, therefore, a BAFO would be triggered....

If the County treats the CAO's BAFO Memo as a responsiveness determination, the Board will lose the ability to overrule the CAO's flawed opinion and will not be able to proceed with the BAFO in order to obtain the saving discussed above.

The most obvious problem with the CAO's BAFO Memo, is that it does not interpret the word "shall" as being mandatory. Section 2-8.5(1)(c) of the County Code provides in part:

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<sup>1</sup> Sec. 2-8.4(a) of the County Code provides, "Responsiveness. Prior to this Board ... hearing any protests relating to a competitive bid... the County Mayor shall request the County Attorney to certify whether the bid is responsive.... the County Attorney shall... determine whether the bid ... is responsive. This Board ... shall be bound by the determination of the County Attorney with regard to the issue of responsiveness."

In addition to the foregoing, a vendor **shall not** be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Vendors **shall** affirm in writing their compliance with the foregoing **at the time of submitting their bid** or proposal **to be eligible for consideration** as a "local business" under this section.

Based upon the above quoted language, Lemartec was not eligible for consideration as a local business because it is undisputed that Lemartec did not submit Form 1 at the time that it submitted its bid. Paragraph 10 of the ITB provides:

**Bids, and all required supporting documentation, must be submitted electronically through the eBuilder Bid Portal**, with a hard copy of the complete submission sent to the Department postmarked within one (1) business day of the bid submittal date. If a Bidder submits more than one (1) bid through eBuilder, **ALL** bids will be rejected. In the event of a conflict between the hard copy and the eBuilder data entry, the eBuilder data will govern.

The Bid submission deadline was 2:00 PM local time on May 20, 2025.

Section 2-8.5(2)(a) of the County Code provides

*Competitive Bid.* In any competitive bid process where award, if any, is to be made to the responsive and responsible bidder offering the lowest bid (the "Low Bidder" and "Low Bid" respectively), the following shall apply:

1. If the Low Bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally Headquartered Businesses submitting a price within fifteen percent of the Low Bid, **shall have an opportunity to submit a best and final bid** equal to or lower than the Low Bid.

2. If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

3. Award, if any, **shall be made** to the responsive and responsible bidder offering the **lowest best and final bid**.

Although the subject matter of the BAFO Memo does not address responsiveness, the CAO's analysis is written as if it was addressing the issue of responsiveness and uses that analysis to excuse Lamartec's failure to comply with the requirement of the Local Preference

Ordinance. In addition, the BAFO Memo fails to consider the rights of Poole & Kent and/or the County under Section 2-8.5 of the County Code.

The CAO's BAFO memo asserts,

Lemartec, therefore, did not seek to alter its bid after the bid opening in order to avoid the BAFO process nor did it receive a competitive advantage by submitting its Form 1 via hard copy but not by electronic submittal.

The CAO's assertion that Lemartec "did not seek to alter its bid after the bid opening" is obviously incorrect. The BAFO Memo documents that the Form 1 was not included in the electronic submission, and Lemartec is now advocating that its Form 1 that was mailed after the bid submission deadline should be considered as being timely submitted. However, Sec. 2-8.5 of the County Code and the ITB established that in the event of a conflict between the electronic bid submission and the hard copy, the electronic submission would control. There is no provision in the County Code or the ITP that allows a Bidder to supplement its electronic submission with additional documents included in the hard copy submission.

Furthermore, the BAFO Memo asserts that Lemartec did not seek to alter its bid, "after the bid opening in order to avoid the BAFO process." It is impossible for the CAO to know Lemartec's intent when it included Form 1 in the hard copy submission. Furthermore, the undisputed facts demonstrate that the only reason Lemartec submitted Form 1 was to prevent Poole & Kent from participating in the BAFO.

1. Lemartec did not submit Form 1 as part of its electronic bid submission.
2. Lemartec was initially determined to be the lowest bidder at the bid opening which was conducted soon after the bid submission deadline.
3. As the lowest bidder, Lemartec had no reason to submit Form 1 for the purpose of trying to participate in the BAFO process in the event that it was not the low bidder.
4. The only reason that Lemartec had to submit Form 1 in its hard copy after the bid opening was to prevent Poole & Kent from being able to participate in the BAFO process.

The BAFO Memo also asserts that Lemartec did not, "receive a competitive advantage by submitting its Form 1 via hard copy but not by electronic submittal."

This conclusion ignores the fact that by submitting Form 1 after the bid opening, when Lemartec knew that it was the low bidder and that Poole & Kent was within 5% of its bid price, Lemartec could prevent Poole & Kent from participating in the BAFO.

Furthermore, the CAO's analysis regarding competitive advantage ignores cases such as *Harry Pepper*, 352 So.2d 1190, *Wester*, 138 So.2d 721, and *City of Opa-Locka*, 193 So.2d 29.

The CAO's analysis also fails to consider Poole & Kent's rights as the second low bidder who is both a Local Business and a Locally Headquartered Business.

Pursuant to Sec. 2-8.5(2)(a)1, if Lemartec is not eligible for consideration as a "Local Business", then Poole & Kent, "**shall have an opportunity to submit a best and final bid** equal to or lower than the Low Bid.

Pursuant to Sec. 2-8.5(2)(a)2, if Lemartec is found to be a "Local Business", but not a "Locally Headquartered Business", then Poole & Kent "shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid".

The CAO's BAFO Memorandum does not state that Lemartec is a Locally Headquartered Business, and therefore, even if Lemartec is found to be eligible to be considered a Local Business, Poole & Kent is entitled to have an opportunity to submit a best and final offer as its bid price was within 5% of Lemartec's bid price.

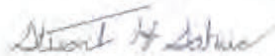
The CAO's BAFO Memorandum also fails to account for Poole & Kent's rights under the County's bidding process. While Lemartec is entitled to certain rights under Section 255.20, *Florida Statutes* and Section 2-8.5 of the County Code, so is Poole & Kent. By changing the bid submission requirements so that Lemartec is allowed to submit required bid documents after the bid submission deadline, Poole & Kent is precluded from participating in the BAFO process as contemplated by Sec. 2-8.5.

There may be circumstances where it is reasonable for the County to waive certain requirements so that a second low bidder who did not timely submit Form 1 is allowed to participate in a BAFO against a non-local bidder, in order to promote competition and lead to the County realizing a lower Contract price through the BAFO process. However, there are no reasonable grounds for waiving the bid submission requirements for the purpose of precluding the BAFO process, protecting Lemartec from further competition, and forcing the County to pay a substantially higher Contract Price. Such action by the County reduces competition and has the appearance of favoritism.

Based upon the facts and law as set forth above, Poole & Kent requests that MDWASD find that Lemartec is not responsible, and/or its bid is non-responsive. As the second low bidder, Poole & Kent requests that it be awarded the Contract. In the alternative, if Lemartec is found responsible and responsive, Poole & Kent requests that MDWASD find that Lemartec is not eligible for consideration as a "local business" and MDWASD should schedule another bid submission for Poole & Kent and Lemartec to submit best and final bids.

Thank you for your prompt attention to this matter.

Respectfully,



Stuart H. Sakwa

Attachments:

Poole & Kent Letter Dated June 23, 2025

Lemartec Qualifications Matrix With PK Comments Dated June 25, 2025

CC:

Sarah E. Davis, Esq. ([sedavis@miamidade.gov](mailto:sedavis@miamidade.gov))

Clerk of the Board ([Clerk.Board@miamidade.gov](mailto:Clerk.Board@miamidade.gov))

Jean-Marie Rodriguez ([Jean-Marie.Rodriguez@miamidade.gov](mailto:Jean-Marie.Rodriguez@miamidade.gov))

Antoinette Altamirano ([Antoinette.Altamirano@miamidade.gov](mailto:Antoinette.Altamirano@miamidade.gov))

Roy Coley, Chief Utilities and Regulatory Services Officer ([Roy.Coley@miamidade.gov](mailto:Roy.Coley@miamidade.gov))

Jay Fink, Director, Miami-Dade Water and Sewer Department ([Jay.Fink@miamidade.gov](mailto:Jay.Fink@miamidade.gov))

Marisela Aranguiz-Cueto, Deputy Director, Capital Projects ([Marisela.Aranguiz-Cueto@miamidade.gov](mailto:Marisela.Aranguiz-Cueto@miamidade.gov))

Pat Carr, Poole & Kent Company of Florida ([PatrickC@PKFlorida.com](mailto:PatrickC@PKFlorida.com))

Brian MacClugage, Poole & Kent Company of Florida ([BrianM@PKFlorida.com](mailto:BrianM@PKFlorida.com))

Wendy Campbell, Poole & Kent Company of Florida ([WendyC@PKFlorida.com](mailto:WendyC@PKFlorida.com))

**Juan Fernandez-Barquin**  
CLERK OF THE COURT AND COMPTROLLER  
Miami-Dade County, Florida

Exhibit J



**CLERK OF THE BOARD OF COUNTY COMMISSIONERS**

STEPHEN P. CLARK GOVERNMENT CENTER

SUITE 17-202

111 N.W. 1<sup>st</sup> Street

Miami, FL 33128-1905

Telephone: (305) 375-5126

January 27, 2026

Mr. Stuart H. Sakwa, P.A.  
Counsel for Poole & Kent Company of Florida  
8888 Rockridge Glen Cove  
Boynton Beach, Florida 33473

Re: Bid Protest of S-968, North District Wastewater Treatment Plant New Electrical  
Distribution Building


Dear Mr. Sakwa:

Please be advised that a copy of the final documents filed by Joseph I. Davis Jr., Hearing Examiner, in connection with the bid protest hearing conducted on Thursday, January 8, 2026, is attached for your reference.

Should you have any questions or require further clarification regarding this matter, please contact Daysha McBride at (305) 375-1293.

Sincerely,

Juan Fernandez-Barquin  
Clerk of The Court and Comptroller

By   
Basia Pruna, Director  
Clerk of the Board

Cc: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners (via email)  
Honorable Daniella Levine Cava, Mayor, Miami-Dade County (via email)  
Jimmy Morales, Chief Operations Officer, Office of the Mayor (via email)  
Dr. Carladenise Edwards, Chief Administrative Officer, Office of the Mayor (via email)  
Geri Bonzon-Keenan, County Attorney, CAO (via email)  
Gerald Sanchez, First Assistant County Attorney, CAO (via email)  
Eduardo Gonzalez, Assistant County Attorney, CAO (via email)  
Brianna Donet, Assistant County Attorney, CAO (via email)  
Sarah Davis, Assistant County Attorney, CAO (via email)

Jessica Prieto, Assistant Agenda Coordinator, CAO (via email)  
Narinah Jean-Baptiste, Assistant Agenda Coordinator, CAO (via email)  
Yohana Ramos, Legal Assistant, CAO (via email)  
Adeyinka Majekodunmi, Commission Auditor, OCA (via email)  
Jay J. Fink, Director, WASD (via email)  
Frances G. Morris, Chief Financial Officer, WASD (via email)  
Paul Adams, Chief, Construction Contracts Division, WASD (via email)  
Jean-Marie Rodriguez, Manager, Construction Contract Division, WASD (via email)  
Antoinette Altamirano, Construction Contracts Specialist, Construction Contracts Div, WASD (via email)  
Eileen Ramos, Construction Contracts Specialist, Construction Contracts Div, WASD (via email)  
Diana Mendez, Bilzin Sumberg Baena Price & Axelrod LLP (via email)  
Albert E. Dotson, Jr., Bilzin Sumberg Baena Price & Axelrod LLP (via email)  
[maisuarz@lemartec.com](mailto:maisuarz@lemartec.com), Lemartec (via email)  
[wendyc@pkflorida.com](mailto:wendyc@pkflorida.com), Poole & Kent (via email)  
[msturm@doc.build](mailto:msturm@doc.build), Danile O' Connell's Sons (via email)

**MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS**

POOLE & KENT COMPANY OF  
FLORIDA,  
Petitioner

Contract No. S-968  
Project: North District Wastewater  
Treatment Plant New Electrical  
Distribution Building

v.

MIAMI-DADE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Respondent

And

LEMARTEC CORPORATION  
Intervenor

\_\_\_\_\_ /

**FINDINGS AND RECOMMENDATIONS OF HEARING EXAMINER**

This matter came before me as Hearing Examiner on Thursday, January 8, 2026, pursuant to section 2-8.4 of the Code of Miami-Dade County (the “Code”) and Miami-Dade County Implementing Order (“IO”) 3-21, on the bid protest filed by Poole & Kent Company of Florida (“P&K”), which challenged Miami-Dade County’s (the “County’s”) Notice of Recommendation to Award to Lemartec Corporation (“Lemartec”) for the Invitation to Bid (the “ITB”) for Contract No. S-968 (the “Contract”). Before me at the hearing were: Albert E. Dotson, Jr. and Diana Mendez of Bilzin Sumberg Baena Price & Axelrod LLP, attorneys for Intervenor, Lemartec; Brianna E. Donet and Sarah E. Davis, Miami-Dade County Attorney’s Office, attorneys for Respondent, the County; and Stuart H. Sakwa, Stuart H. Sakwa, P.A., attorney for Petitioner, P&K.

In making these Findings and Recommendations, the undersigned considered: (a) P&K’s written protest and supporting documents, exhibits, and evidence attached thereto; (b) the County’s recommendation and supporting documentation; (c) the County’s and Lemartec’s Responses in Opposition to P&K’s Protest, including supporting documents, exhibits, evidence, and supporting authorities attached thereto; and (d) arguments by counsel. In addition, I considered the live

testimony of: Paul J. Adams, Chief, Construction Contracts Division, Miami-Dade Water and Sewer Department (“WASD”), and Victor J. Pujals, Senior V.P. of CDM Smith, Engineer of Record for WASD (the “EOR”).

Based on the foregoing, as the designated Hearing Examiner, I concur with the recommendation of the County Mayor, the County Mayor’s Designee, or the issuing Department Director, that Lemartec be awarded Contract No. S-968 and recommend that P&K’s bid protest be **DENIED.**<sup>1</sup>

### STANDARD OF REVIEW

The issue for determination in this bid protest is whether P&K proved by the greater weight of the evidence that the County’s recommendation to award the Contract to Lemartec was “arbitrary, capricious, or the product of dishonesty, fraud, illegality, oppression, or misconduct.” *See Liberty Cnty. v. Baxter’s Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982); *AT & T Corp. v. State, Dept. of Mgmt. Services*, 201 So. 3d 852, 854 (Fla. 1st DCA 2016).

The County has a wide degree of deference, such that the County’s “action need show only a rudimentary rationality to be supportable.” *Middlesex Corp.*, 1992 WL 880725, at \*6 (citing

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<sup>1</sup> As a preliminary matter, Lemartec challenged P&K’s standing to protest. (Hearing Tr. at 144-148). Under Florida law, a bidder must demonstrate a substantial interest in the award to have standing. *Preston Carroll Co., Inc. v. Florida Keys Aqueduct Auth.*, 400 So. 2d 524, 525 (Fla. 3d DCA 1981). Florida Courts have held that a bid protestor may not prevail by asserting defects in the apparent awardee’s bid when the protestor’s own bid suffers from the same defect(s). *Intercontinental Properties, Inc. v. State Dep’t of Health & Rehabilitative Servs.*, 606 So. 2d 380 (Fla. 3d DCA 1992).

The exhibits presented by Lemartec show that P&K’s bid omitted certain licenses required by the ITB, deferred subcontractor references until requested, and failed to identify the necessary project experience to meet the ITB qualifications requirements. These are some of the same grounds on which P&K seeks to disqualify the Lemartec bid. Accordingly, based on the record and applicable law, **I find that P&K lacks standing** to maintain its protest. In the alternative, and for completeness, the merits are addressed below.

*Adam Smith Enterps., Inc. v. Dep't of Env't Regul.*, 553 So.2d 1260, 1273 (Fla. 1st DCA 1989)). The County's honest exercise of discretion is not to be second-guessed, even if reasonable persons may disagree. See *Sci. Games, Inc. v. Dittler Bros., Inc.*, 586 So. 2d 1128, 1131 (Fla. 1st DCA 1991); *Liberty Cnty.*, 421 So. 2d at 507. Under well-established Florida law applicable to public procurements, "[s]o long as such a public agency acts in good faith, even though they may reach a conclusion of facts upon which reasonable men may differ, the courts will not generally interfere with their judgment, even though the decision reached may appear to some persons to be erroneous." *Miami-Dade Cnty. v. Church & Tower, Inc.*, 715 So. 2d 1084, 1089 (Fla. 3d DCA 1998) (quoting *Culpepper v. Moore*, 40 So.2d 366, 370 (Fla.1949)).

To make this determination, I must evaluate the issue upon which P&K based its bid protest and determine whether it was proper for the County to award the Contract to the lowest responsive, responsible bidder, Lemartec. I must determine whether the bid protest is supported by material facts necessary to establish the claim, or if the claim is supported by the application of existing law to those material facts. Furthermore, according to section 2-8.4 of the Code and IO 3-21, I must also determine whether the legal or factual grounds for the bid protest are frivolous and consider whether or not the bid protest is supported by material facts necessary to establish the claim or if the claim is supported by the application of then-existing law to those facts.

### **FINDINGS OF FACT**

1. The County issued the ITB for the Contract on March 20, 2025, which requested bids for the construction of a new Electrical Distribution Building at the North District Wastewater Treatment Plant. (Lemartec Exhibit 5, at 118).

2. Responses to the ITB were to be submitted electronically by 2:00 p.m. on May 20, 2025. (P&K Ex. 29, at 526). Bidders were required to also submit a hard copy of their complete

bid submission to the County, postmarked within one business day of the submittal date. (County Exhibit 1, at 9).

3. Section 18 of the ITB, Instruction to Bidders, provided that the Contract was to be awarded to the responsive, responsible bidder submitting the lowest evaluated bid. (County Ex. 1, at 15-16).

4. On May 20, 2025, three bidders - Lemartec, Daniel O'Connell's Sons, and P&K - submitted bids to the County. Lemartec was the low bidder with its bid of \$122,215,952.09; P&K's bid was \$122,584,000.00. (Lemartec Ex. 2, at 5).

5. ITB Section 33 required, at the time of bid submittal, that the bidder hold a current valid certificate qualifying it to perform the work, pursuant to either section 489.115 of the Florida Statutes or section 10-3(a) of the Code of Miami-Dade County (the "Code"), and also provided that failure to hold the appropriate certificate at the time of bid submittal would render the bid non-responsive. (County Ex. 1, at 21).

6. ITB Section 2.0, Special Provisions ("SP"), stated that the qualification of contractors and subcontractors is governed by Chapter 10 of the Code, Chapter 489 of the Florida Statutes, and the State of Florida Department of Professional Regulation rules. (County Ex. 4, at 84).

7. In its Bid, Lemartec provided its Florida Certified General Contractor license number. (Lemartec Ex. 3, at 6).

8. Attachment A to ITB SP, as amended by Addendum No. 2 ("Attachment A"), provided additional requirements regarding the Bidder Qualifications. (County Ex. 4, at 1261).

9. According to ITB Section 13, the County could request further information from bidders pertaining to their Statement of Qualifications after bid opening and before award. (County Ex.1, at 11).

10. Section 31 of the ITB, Instruction to Bidders, indicated that a list of subcontractors would be submitted by the successful bidder as a condition of award. (County Ex. 1, at 20).

11. The EOR was retained by the County to prepare the bid specifications and to review the bids to determine whether a bidder met the qualifications and experience specified in the solicitation. (Hearing Tr. at 86-87).

12. Consistent with the instructions in Section 13 of the ITB, between June and November 2025, the EOR conducted a responsibility review of Lemartec's qualifications, including multiple requests for clarification and additional documentation.

13. The EOR issued written recommendations on July 22, 2025 (initial); October 6, 2025 (updated); and November 3, 2025 (final), which all recommended that the County award the Contract to Lemartec as the lowest responsive and responsible bidder. (Lemartec Ex. 5, at 130-157).

14. The EOR convened a Responsibility Review Meeting with Lemartec on or about October 30, 2025 to address compliance with Attachment A-1.D. In particular, the EOR wanted to review the projects submitted by Lemartec to establish that it had completed two projects prior to submission of its bid that involved installation of various electrical components and at least two diesel generators. (P&K Exhibit 15, at 274).

15. The two projects submitted by Lemartec, to establish it met the experience required pursuant to SP Attachment A-1D were: (1) a project completed by Lemartec at Port Miami, and

(2) a hospital project in the U.S. Virgin Islands that had been completed by Lemartec USVI. (County Ex. 2, at 38).

16. During the hearing, Mr. Pujals testified that he reviewed the project completed by Lemartec USVI; conducted due diligence about Lemartec USVI as part of his responsibility evaluation; and concluded that Lemartec USVI was a subsidiary of Lemartec and that the hospital project was acceptable for purposes of establishing that Lemartec has sufficient experience to meet the requirements of SP Attachment A-1D. (Hearing Tr. at 82:20-83:19).

17. The EOR also conducted a responsibility review of P&K's bid, which included requesting clarification and additional documentation regarding P&K's missing licenses, subcontractor references, and relevant project experience. (P&K Ex. 22, at 374-377). Based on the supplementary documentation, the EOR determined P&K was also a responsible bidder. *Id.*

18. When asked, Mr. Pujals responded unequivocally "yes", "[i]n reviewing P&K and Lemartec's response, did you apply the same criteria, did you use the same definitions and understanding of what the criteria was?" (Hearing Tr. at 96). In addition, Mr. Pujals responded "no" when asked "did you treat [P&K and Lemartec] differently?" *Id.* I found the testimony of Mr. Pujals at the bid protest hearing to be both credible and persuasive in support of the County's decision to award the Contract to Lemartec as the lowest responsive, responsible bidder.

19. ITB Section 42 referenced section 2-8.5 of the Code, which provides for the application of a Local Business Preference in County bids. (County Ex. 1, at 24).

20. Code Section 2-8.5 provides, in pertinent part, that a local business is a vendor that: 1) has a valid business tax receipt for at least one year prior to bid or proposal submission, and 2) has a business address located within the limits of Miami-Dade County. *See* section 2-8.5, Code.

21. To claim local preference, the Code requires vendors to affirm in writing at the time of submitting their bid, their compliance with the Ordinance's requirements. *See* section 2-8.5, Code.

22. The ITB included Form 1, Local Business Preference Affidavit, where a bidder was asked to provide information regarding its claim to the local business preference.

23. In the County's Virtual Pre-Bid Meeting presentation materials (incorporated in Addendum 1 of the ITB), the County indicated that "[w]hile an optional form, failure to include this form **could** make you ineligible for a [best and final offer] ("BAFO") if the lowest bids are close." (County Ex. 5, at 171) (*emphasis added*).

24. ITB Section 10 directed Bidders to submit bids and all required supporting documentation electronically through the eBuilder bid portal and to mail a hard copy of the complete submission, postmarked within one business day of the bid submittal date. (County Ex. 1, at 9).

25. ITB Section 10 further indicated that, in the event of a conflict between the hard copy and the electronic copy, the electronic copy would govern. (*Id.*)

26. Based on language in ITB Section 9 (Priced Bid), and in the County's Virtual Pre-Bid Meeting presentation materials, the language in Section 10 of the ITB was included in order to caution bidders that the **unit costs** in the electronically-submitted bid would control as opposed to the hard copy of the bid. (County Ex. 1, at 9; County Ex. 5, at 173) (*emphasis added*).

27. Mr. Adams testified that he had drafted the language regarding the electronic versus hard copy language and intended it to specifically address conflicts in pricing between the electronic and hard copies of the bids. (Hearing Tr. at 116:10-20).

28. The County held the bid opening on May 20, 2025, where each Bidder was identified and their respective bids were read aloud. At the bid opening, the County did not indicate whether any of the Bidders had claimed the local preference. (P&K Ex. 28, at 507).

29. Mr. Adams testified that the day after bid submittal/opening, he discovered Lemartec's electronic submission did not include Form No. 1. (Hearing Tr. at 101:10).

30. Accordingly, the day after the bid submittal/opening Mr. Adams confirmed with Lemartec that their completed Form 1 had been included in Lemartec's hard copy of the bid and had been mailed to the County on May 20, 2025—the day of the bid submittal and opening. (Hearing Tr. at 107:5).

31. During his call with Lemartec the day after the bid submittal/opening, Mr. Adams also requested a copy of Lemartec's Form 1, which he received via email that same day and which showed it had been dated and notarized as of May 20, 2025—the bid submittal/opening date. (Hearing Tr. at 107:5-10).

32. Mr. Adams further testified that the envelope he received from Lemartec was also dated May 20, 2025, which to him served as evidence that Lemartec had mailed the hard copy of its bid on May 20th. (Hearing Tr. at 111:14). I found the testimony of Mr. Adams at the bid protest hearing to be both credible and persuasive in support of the County's decision to award the Contract to Lemartec as the lowest responsive, responsible bidder.

33. On June 4, 2025, the County Attorney's Office ("CAO") issued a formal opinion, which concluded that the BAFO process was not required for this solicitation because Lemartec had provided the completed and notarized Form 1 in the hard copy of its bid mailed on May 20, 2025 and was a local and locally-headquartered business. (Lemartec Ex. 5, at 127-129).

34. On November 12, 2025, the County issued its Notice of Intent to Award Contract No. S-968 to Lemartec. (Lemartec Ex. 5, at 116.)

35. On November 20, 2025, P&K issued its formal bid protest.

### **CONCLUSIONS OF LAW**

I find that P&K failed to allege, and has not proven by the greater weight of the evidence, that the County acted arbitrarily, capriciously, dishonestly, fraudulently, illegally, oppressively, or with misconduct. I also find that the legal grounds for the P&K protest are frivolous and that P&K's claim is not supported by the application of then-existing law to the material facts.

#### **I. The County Properly Awarded the Contract to Lemartec.**

I find that P&K failed to prove that the County's determination to award the Contract to Lemartec was arbitrary or capricious. The record demonstrates that the County's recommendation to award the Contract to Lemartec was consistent with the solicitation and applicable law. P&K's arguments, at best, amount to a disagreement with the County's interpretation of the experience requirements, but do not amount to evidence of arbitrary or unlawful action. While reasonable minds may differ on procurement decisions, the Hearing Examiner's role is not to substitute his/her judgment for that of the County, where the award is lawful and supported by the record. *Church & Tower, Inc.*, 715 So. 2d at 1089.

#### **A. Lemartec's Bid is Responsive.**

According to IO 2-13, responsiveness refers to a bidder or proposer's unequivocal promise, as shown on the face of the response to the solicitation, to provide the items or services called for by the material terms of the solicitation. Moreover, as a general principle, a bid containing a material variance is unacceptable, but not every deviation from the invitation to bid is material. *Robinson Elec. Co., Inc. v. Dade County*, 417 So.2d 1032 (1982).

In determining whether a specific noncompliance from solicitation requirements constitutes a substantial and hence nonwaivable irregularity, the court in *Robinson* applied two criteria: (1) whether waiver would deprive the municipality of assurance that the contract will be performed according to specifications, and (2) whether waiver would adversely affect competitive bidding by giving a bidder an unfair advantage or undermining the common standard of competition. *Id.* at 1034.

Applying these principles, Section 33 of the ITB required that, at the time of bid submittal, the bidder hold a current valid certificate qualifying it to perform the work under either section 489.115, Florida Statutes, or section 10-3(a) of the Code. The ITB stated that failure to hold the appropriate certificate would render the bid non-responsive. Under section 489.105(3), Florida Statutes, a General Contractor is authorized to perform any activity requiring licensure under Chapter 489. By submitting proof of its General Contractor license with its bid, Lemartec complied with the ITB's licensure requirement.

Beyond this requirement, P&K did not argue that Lemartec's bid materially deviated from the ITB specifications or that Lemartec failed to make an unequivocal promise to the County to provide the services requested in the ITB. P&K failed to establish that the ITB required, at the time of submittal, either a list of a bidder's subcontractors or proof of additional licenses beyond a General Contractor's license.

Moreover, P&K failed to show that the ITB prohibited the County from requesting supplementary information regarding bidders' statements of qualifications. To the contrary, the express terms of Section 13 of the ITB authorize the County to request additional information. Even assuming the ITB required this information at submittal (which it did not), P&K failed to establish that Lemartec obtained an unfair competitive advantage by providing supplemental

documentation post-submittal, as both Lemartec and P&K, were permitted to supplement their bids during the responsibility review process.

**B. Lemartec is a Responsible Bidder.**

Under IO 2-13, responsibility refers to a bidder's capability and reliability to perform the contract, including technical competence and relevant experience. Unlike responsiveness, responsibility information may be submitted up to the time of award, and does not affect the initial responsiveness determination. *See Bean Dredging Corp. v. U.S.*, 22 Cl. Ct. 519 (1991).

Florida law grants public entities broad discretion in assessing bidder responsibility, including consideration of experience and qualifications beyond the bidder's own direct record. *Volume Services Division of Interstate United Corp. v. Canteen Corp.*, 369 So. 2d 391 (Fla. 4th DCA 1979) (upholding agency discretion in responsibility determinations). Florida courts have also confirmed that an agency may properly rely on a proposer's related entities' experience when making a responsibility determination. *AT&T Corp. v. State, Dep't of Mgmt. Servs.*, 201 So. 3d 852, 855 (Fla. 1st DCA 2016) (approving consideration of affiliate experience).

Section 3 of the ITB, Instructions to Bidders, designates the EOR as the final interpreter of specifications and qualifications, and under IO 2-13, the County relies on such professional opinion when determining responsibility. P&K failed to establish that the EOR's determination was arbitrary or capricious, or that the County's decision was the product of dishonesty, fraud, illegality, oppression, or misconduct. The County, through the EOR, reviewed Lemartec's responsibility and qualifications for almost five months before issuing its recommendation of award. The arguments asserted by P&K rest on requirements unsupported by the ITB or applicable law. At most, P&K disagrees with the County's and the EOR's interpretation of the experience requirements—an interpretation squarely within the County's discretion. Under *Liberty County*

and *Scientific Games*, such disagreement does not warrant overturning the recommendation of award.

Contrary to P&K's request that I substitute my judgment for that of the EOR and award this Contract to P&K, the one thing a Hearing Examiner cannot do is replace his or her judgment for that of the County. *Church & Tower, Inc.*, 715 So. 2d at 1089. Accordingly, these grounds for protest are without merit and must be dismissed.

**C. The County Reasonably Determined that Local Preference was not Applicable.**

With regard to the question of the BAFO, I find that the County made a reasonable determination that a BAFO, which may be allowed pursuant to section 2-8.5 of the Code, was not warranted for two reasons: (1) Lemartec qualifies as a local business and timely submitted Form 1, Local Business Preference Affidavit, in accordance with the ITB specifications; and (2) even if Lemartec's submission of Form 1, in the hard copy of its bid rather than electronically, was a deviation, the record shows that any such deviation was immaterial.

The ITB required bidders to submit bids electronically through the eBuilder portal and to mail a hard copy, postmarked within one business day. Addendum 1 to the ITB stated that Form 1 was optional and that failure to include it **could** make a bidder ineligible for a BAFO if the lowest bids were close. This language demonstrates that the County had discretion to apply local preference where the Form was timely submitted in the hard copy. Lemartec complied with the ITB Instructions, by including the completed Form 1 in its hard copy submission, which was mailed on the date of its bid submission—May 20, 2025. P&K failed to establish that inclusion of the Form 1 in the hard copy, conflicted with Lemartec's electronic submission. Furthermore, the record establishes that the conflicts language in the ITB applied to unit pricing, not supporting documentation such as Form 1.

Even assuming that Lemartec did not properly submit Form 1 with its electronic bid, the deviation is immaterial. Lemartec's bid bond and pricing gave the County an unequivocal promise to perform, and the inclusion of Form 1 in the hard copy of the bid conferred, Lemartec no competitive advantage. Lemartec's Form 1 was submitted the same day bids were due, and at the bid opening, only total bid prices were read. Therefore, when Lemartec submitted Form 1 through its hard copy, it had no knowledge of whether local preference would apply. Moreover, local status is based on pre-existing facts that cannot be changed post-bid. Accordingly, this ground for P&K's bid protest lacks merit and must also be dismissed.

## **II. P&K's Protest is Frivolous.**

Section 2-8.4(c) of the Code tasks the Hearing Examiner with determining whether the legal or factual grounds for the protest are frivolous, by determining whether the protest was supported by material facts necessary to establish the claim, or if the claim was supported by the application of then-existing law to those material facts. In the context of motions for sanctions filed pursuant to section 57.105(1)(b), Florida Statutes, "[t]he test is simply whether the party or his counsel knew or should have known, at the time of filing, [that the claims were] not grounded in fact, or were not warranted by existing law or by reasonable argument for extension, modification, or reversal of existing law." *Long v. AvMed, Inc.*, 14 So. 3d 1264, 1265 (Fla. 1st DCA 2009) (internal quotation marks omitted).

When it filed its bid protest, P&K and its counsel knew the County, through the EOR, performed a comprehensive, months-long evaluation of Lemartec's bid, concluding repeatedly that Lemartec met the qualifications P&K repeatedly challenged without success. Indeed, through its repeated Public Records Requests, its communications with the County, and its review of documents from the EOR, P&K was well aware when it filed its bid protest that Lemartec has the

proper licensure through either its General Contractor's license or through its subcontractors' licenses; that it has performed sufficient projects in the past that satisfy the prior experience qualifications mandated in the Solicitation; and that it submitted its Form 1 with the hard copy of its bid, which establishes it is a Local Business and precludes the triggering of a BAFO.

Because P&K and its counsel knew, at the time its bid protest was filed, that the protest was not supported by material facts necessary to establish the claim, I find that the protest is frivolous and recommend the County be allowed to retain the \$2,500 Administrative Fee for the County's time spent responding to the protest.

### CONCLUSION

Assuming arguendo that P&K had standing, based on the evidence presented by the parties, as well as relevant case law, **I find that P&K has not met its burden of proof to show that the County acted arbitrarily, or capriciously, or that the County's determination was the product of dishonesty, fraud, illegality, oppression, or misconduct.** In fact, the evidence shows just the opposite; it shows that the County was anything but arbitrary and capricious.

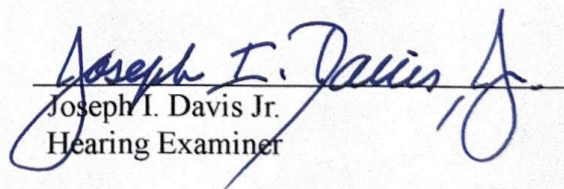
First, the County made its award recommendation after a long and careful review of Lemartec's bid. Mr. Pujals asked for, and Lemartec provided, multiple rounds of supplemental information and documents to confirm that Lemartec, or its subcontractors, had all required licenses and satisfied each category of experience as specified in the solicitation. Second, these requests for additional information related to Lemartec's experience, were consistent with both the expressed terms of the solicitation and established Florida law, which provides that information regarding a bidder's work pursuant to a prior contract, may be furnished up until the time of award. The County applied a consistent interpretation of the ITB in reviewing both P&K's bid and Lemartec's bid. (Hearing Tr. at 96). Finally, the County reasonably concluded that the BAFO

process was inapplicable because Lemartec is a local and locally headquartered business and had included its Local Preference Affidavit Form ("Form 1") with the hard copy of its bid, which was notarized and mailed on the same day as the bid submittal/opening. I find that there was no unfair competitive advantage to Lemartec's submittal of its Form 1, solely through its hard copy submittal, as a business is either local or locally headquartered, or it isn't.

In addition to upholding the County's recommendation of award to Lemartec, **I also find that the legal grounds for the protest are frivolous and that the claim is not supported by the application of then-existing law to the material facts.** The record shows that, at the time of the filing of P&K's bid protest, it knew that the County's procurement decisions, when based on an honest exercise of discretion, will not be overturned, even if the procurement decision may appear erroneous to the Hearing Examiner. P&K was also aware that the EOR had conducted a comprehensive review of Lemartec's qualifications after repeated challenges from P&K, that caused the County undue delay.

For these reasons, I concur with the County's recommendation to award the Contract to Lemartec and recommend that P&K's bid protest be **DENIED**.

Dated: January 22, 2026

  
\_\_\_\_\_  
Joseph I. Davis Jr.  
Hearing Examiner

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 Lemartec Corporation, 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

N D W T N E  
D C N

for the aggregate amount reflected by the Proposal, said aggregate amount being of 0  
T T T F T N  
F T D N C D

- 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 Contract 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 Advertisement for Bids, Questionnaire, Instruction to Bidders, Proposal, Certified Resolution for Proposal and Bid Form, Bid Bond, all forms submitted pre and post award, including, without limitation, Miami-Dade County Vendor Affidavits Form, Sworn Statement – Public Entity Crimes, Clearinghouse Affidavit, Job Order Request form, and the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), this Contract, Certified Resolution for Contract and Performance and Payment Bond, Performance and Payment Bond, Standard Construction General Contract Conditions, revised August 1, 2023, the Technical Specifications, Plans and Drawings designated in the specifications, all Technical Appendices, all Addenda, Water & Sewer Department Special Provisions, Change Orders to the Contract, Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The Standard Construction General Contract 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 Standard Construction General Contract Conditions, Article 12 G (Miscellaneous Provisions – Audit Rights)

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or his designee, 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 Mayor or the 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 Contract Conditions Article on Termination for Convenience.

9. "Contract Execution Date" means the date of the last signature on this contract.

The balance of this page is intentionally left blank

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:**  
Juan Fernandez-Barquin  
Clerk of the Court and Comptroller

MIAMI DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

**Attested by:** \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

**(PARTY OF THE FIRST PART)**


\_\_\_\_\_  
Date

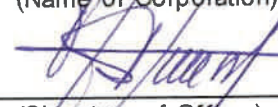
Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney

**WHEN THE CONTRACTOR IS A CORPORATION**

(CORPORATION SEAL)

ATTEST  
  
\_\_\_\_\_  
(Secretary)  
Alberto de Cardenas  
\_\_\_\_\_  
(Print or type name)

Lemarta Corporation  
\_\_\_\_\_  
(Name of Corporation)  
By:   
\_\_\_\_\_  
(Signature of Officer)  
ROSE GARCIA-JUNON  
\_\_\_\_\_  
(Print or type name)  
VICE-PRESIDENT  
\_\_\_\_\_  
(Official Title)  
3390 Mary Street, Suite 166  
\_\_\_\_\_  
Coconut Grove, FL 33133  
\_\_\_\_\_  
(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.



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** February 18, 2026

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(O)(5)

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) \_\_\_\_, CDMP 9 vote requirement per 2-116.1(4)(c) (2) \_\_\_\_ ) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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

Agenda Item No. 8(O)(5)  
2-18-26

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

RESOLUTION AWARDING CONTRACT NO. S-968 FOR NORTH DISTRICT WASTEWATER TREATMENT PLANT NEW ELECTRICAL DISTRIBUTION BUILDING TO LEMARTEC CORPORATION FOR A TOTAL CONTRACT AMOUNT OF \$122,215,952.09 AND A CONTRACT TERM OF 1221 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby awards Contract No. S-968, North District Wastewater Treatment Plant New Electrical Distribution Building,, in substantially the form attached to the accompanying memorandum as Exhibit K, to Lemartec Corporation for a total contract amount of \$122,215,952.09 and a total contract period of 1221 calendar days. The Board also authorizes the County Mayor or County Mayor's designee to execute the Contract for and on behalf of the County and to exercise the termination and other provisions contained within the Contract.

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:

Anthony Rodriguez, Chairman  
Kionne L. McGhee, Vice Chairman

Marleine Bastien  
Sen. René García  
Roberto J. Gonzalez  
Danielle Cohen Higgins  
Natalie Milian Orbis  
Micky Steinberg

Juan Carlos Bermudez  
Oliver G. Gilbert, III  
Keon Hardemon  
Vicki L. Lopez  
Raquel A. Regalado

The Chairperson thereupon declared this resolution duly passed and adopted this 18<sup>th</sup> day of February, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis