OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2009

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

Agenda Item No. 8(R)(1)(A)

From: George M. Burgess
County Manager

Resolution No. R-1369-09

Subject: Resolution amending R-82-08 to correct the name of the company awarded Contract No. S-816 (A) in the amount of $8,830,950 for the High Level Disinfection Facility at the South District Wastewater Treatment Plant

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution amending Resolution R-82-08 to correct the name of the company awarded Contract No. S-816 (A) for the construction of Oxygenation Train No. 7 for the High Level Disinfection (HLD) Facility at the South District Wastewater Treatment Plant in the amount of $8,830,950. The company awarded the contract is Poole & Kent Company of Florida.

SCOPE OF AGENDA ITEM

The HLD Facility is located at 23300 SW 88 Avenue, Miami, Commission District No. 8, Commissioner Katy Sorenson.

FISCAL IMPACT/FUNDING SOURCE

This agenda item has no fiscal impact to the County.

Track Record/Monitor

WASD's Deputy Director of Regulatory Compliance and Capital Improvements is overseeing the construction of this project. The revision being made to the company name awarded to construct this project does not require monitoring or tracking.

Background

On January 22, 2008, per Resolution R-82-08, the Board awarded Contract No. S-816(A) to The Poole and Kent Company to construct Oxygenation Train No. 7 at the South District Wastewater Treatment. The name of the company stated on the awarded contract should have been Poole & Kent Company of Florida, a wholly owned subsidiary of the EMCOR Group, Inc. instead of The Poole and Kent Company. The attached resolution makes the necessary revision.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: December 1, 2009

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

SUBJECT: Agenda Item No. 8(R)(1)(A)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
12-1-09

RESOLUTION NO. R-1369-09

RESOLUTION AMENDING RESOLUTION NO. 82-08 TO CORRECT THE NAME OF THE COMPANY AWARDED CONTRACT NO. S-816(A) FOR THE CONSTRUCTION OF AN ENCLOSED CONCRETE STRUCTURE AND AN ADJOINING CONCRETE CHANNEL AND FLOW CONTROLS FOR OXYGENATION TRAIN NO. 7 FOR THE HIGH LEVEL DISINFECTION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT IN THE AMOUNT OF $8,830,950.00 FROM THE POOLE AND KENT COMPANY TO POOLE & KENT COMPANY OF FLORIDA

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves this resolution amending Resolution No. R-82-08 to correct the name of the company awarded Contract No. S-816(A) for the construction of an enclosed concrete structure and an adjoining concrete channel and flow controls for Oxygenation Train No. 7 for the High Level Disinfection Facility at the South District Wastewater Treatment Plant in the amount of $8,830,950.00 from The Poole and Kent Company to Poole & Kent Company of Florida.

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

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**absent**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Henry N. Gillman

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

MIAMI-DADE COUNTY

Date: January 22, 2008

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(R)(1)(A)

R-82-08

Subject: Contract Award Recommendation for South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Oxygenation Train No. 7 - Project No: N/A; Contract No: S-816 (A)

Recommendation

This recommendation to award a construction Contract No. S-816 (A) has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval pursuant to Miami-Dade County Code, Section 2-8.2.11, Water and Sewer Department Contracting Authority. This project is one in a series of projects under the High Level Disinfection (HLD) Program to comply with Consent Order No. 03-1376 negotiated by Miami-Dade County and the Florida Department of Environmental Protection (FDEP), and to adhere to regulatory requirements resulting from a rule change implemented by the US Environmental Protection Agency (USEPA) to meet effluent quality standards for deep well disposal. Upon the completion of the entire project, the South District Wastewater Treatment Plant (SDWWTP) will be rated at 285 million gallons per day (MGD).

Scope

PROJECT NAME: South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Oxygenation Train No. 7

PROJECT NO: N/A

CONTRACT NO: S-816 (A)

PROJECT DESCRIPTION: The project consists of constructing an enclosed concrete structure of approximately 19,500 square feet in an area 14 feet high for Oxygenation Train No. 7, and an adjoining concrete channel and flow controls with an approximate area of 1,800 square feet at the SDWWTP.

The project also includes, but is not limited to, furnishing and installing the following: piping, fittings, valves and associated accessories; sluice and slide gates for the channel; two blowers with intake and discharge silencers to reduce noise; piping, valves, and associated accessories for a diffuser system; and making connections to the blower with piping, fittings, valves, associated accessories and twelve aerators. In addition, part of the scope of work includes connecting to the existing yard piping, site lighting, electrical work, concrete stairs and railing; cleaning and testing piping and equipment; coating the exterior and interior of structures; landscaping; restoration work of site, except paving (which will be done under a separate

contract); and all other appurtenant and miscellaneous items and work for a complete, functional and satisfactory project.

It is MDWASD's intent to obtain a complete functional, and satisfactory installation under this project, and any items of labor, equipment or materials which may be reasonably assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the plans or stated in the specifications. The contractor shall provide all sheeting, shoring, bracing and all other labor, material or equipment required to preclude damage to, or loss of functionality of, any existing facility or system.

PROJECT LOCATION:	23300 SW 88 Avenue, Miami-Dade County, Florida	
PRIMARY COMMISSION DISTRICT:	District 8	Katy Sorenson
APPROVAL PATH:	Board of County Commissioners	Ordinance 2-8.2.11
USING DEPARTMENT:	Miami-Dade Water and Sewer Department	
MANAGING DEPARTMENT:	Miami-Dade Water and Sewer Department	

Fiscal Impact / Funding Source

FUNDING SOURCE:	**SOURCE**	**AMOUNT**
	WASD Revenue Bonds Sold and Wastewater Connection Charges	$8,830,950.00
PTP FUNDING:	No	
GOB FUNDING:	No	
CAPITAL BUDGET PROJECT:	**BUDGET PROJECT / DESCRIPTION**	**AWARD ESTIMATE**
	96510240-SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION Book Page: 288 Funding Year: Adopted Capital Budget Book for FY 2007-08, Prior Years' Funds	$8,830,950.00
PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	One of the following licenses is required: General Engineering, General Contractor, and/or other categories as applicable by Chapter 489 of the Florida Statutes or Chapter 10 of Miami-Dade County Code.	

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BID PACKAGES ISSUED:	29
BIDS RECEIVED:	6
CONTRACT PERIOD:	730 Consecutive calendar days
CONTINGENCY PERIOD:	73
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$10,390,000.00
BASE CONTRACT AMOUNT:	$7,815,000.00

OPTION TO EXTEND:	**AMOUNT:**	**DAYS:**	**EXTENSION COMMENT:**
	$0.00	0	

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	Infrastructure	10%	$781,500.00	

PERMIT FEES :	$234,450.00	3.00%
TOTAL DEDICATED ALLOWANCE:	$234,450.00	
TOTAL AMOUNT:	$8,830,950.00	

Track Record / Monitor

EXPLANATION

MDWASD received six bids for this project; four bids were under the Engineer's estimate of $11,700,000. The low responsible and responsive bidder is the Poole and Kent Company. The bid is 24.51 percent below the engineer's estimate, therefore staff recommends the award of this contract to Poole and Kent. This company has been the prime contractor in many of MDWASD's projects with a satisfactory track record. From March 1994 through March 2002, Poole and Kent has been awarded 16 contracts for a total value of $56,160,084. CIIS contains two evaluations averaging 3.1 points out of a possible 4.0 points.

BID OPEN DATE: 8/7/2007

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BID BOND EXPIRES:	2/3/2008
BID VALID UNTIL:	2/3/2008
ESTIMATED NOTICE TO PROCEED:	1/21/2008
PRIME CONTRACTOR:	The Poole and Kent Company
COMPANY PRINCIPAL:	Steven C. Jordan
COMPANY QUALIFIERS:	David A. Strickland
COMPANY EMAIL ADDRESS:	robert_oates@emcorgroup.com
COMPANY STREET ADDRESS:	1781 NW North River Drive
COMPANY CITY-STATE-ZIP:	Miami, Florida 33125
YEARS IN BUSINESS:	60
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	Based upon the Firm History Report provided by the Small Business Affairs Department, the Poole and Kent Company, Inc. have held no contracts with the County within the last five years.
SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	Dodec, Benson Electric, Inc., 3c Construction Corporation, American Ductile Iron and Price Brothers
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
STANDARD PAYMENT AND PERFORMANCE BOND:	Yes
REVIEW COMMITTEE:	**MEETING DATE:** 4/11/2007 **SIGNOFF DATE:** 4/11/2007
RESPONSIBLE WAGES:	Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

MEASURE	GOAL	COMMENT
CSBE	12.00%	
CWF	0.00%	Not Applicable

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MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME/PHONE/EMAIL:	John W. Chorlog, Jr.	(786) 552-8102	jwcho01@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Alma M. Santiago, P.E.	(786)552-8243	AS1@miamidade.gov

Background

BACKGROUND:

The project consists of constructing an enclosed concrete structure of approximately 19,500 square feet for Oxygenation Train No. 7, and an adjoining concrete channel and flow controls with an approximate area of 1,800 square feet at the SDWWTP. This is one in a series of projects under the HLD Program to comply with Consent Order No. 03-1376 negotiated by Miami-Dade County and FDEP and to meet regulatory requirements resulting from a rule change implemented by the USEPA to meet effluent quality standards for deep well disposal. Upon the completion of the entire project, the SDWWTP will be rated as a 285 MGD plant.

BUDGET APPROVAL FUNDS AVAILABLE: for OSBM DIRECTOR — 1-3-08 DATE — OK 01/03/2007

APPROVED AS TO LEGAL SUFFICIENCY: COUNTY ATTORNEY — 12/11/07 DATE

CAPITAL IMPROVEMENTS CONCURRENCE: OCI DIRECTOR — 1-9-08 DATE

ASSISTANT COUNTY MANAGER — 1-11 DATE

CLERK DATE _____

DATE

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SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD, OXYGENATION TRAIN NO. 7

CONTRACT NO. S-816(A)

BUDGET PROJECT AND DESCRIPTION:	96510240-SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION
FUNDING SOURCE:	WASD REVENUE BONDS SOLD AND WASTEWATER CONNECTION CHARGES
INDEX CODES:	S048201

ASSISTANT DIRECTOR, ENGINEERING AND CAPITAL IMPROVEMENTS:

EDUARDO A. VEGA, PE — DATE 12/10/07

BUDGET AND CAPITAL FUNDING COORDINATION:

PEDRO VELAR — DATE 12-10-07

ASSISTANT DIRECTOR, FINANCE AND INFORMATION TECHNOLOGY:

DIANE CAMACHO — DATE 12/10/07

DEPUTY DIRECTOR, REGULATORY COMPLIANCE AND CAPITAL IMPROVEMENTS:

DOUG YODER — DATE 12/10/07

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: January 22, 2008

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

SUBJECT: Agenda Item No. 8(R)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **Housekeeping item (no policy decision required)**

✓ **No committee review**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
01-22-08

RESOLUTION NO. R-82-08

RESOLUTION APPROVING CONSTRUCTION CONTRACT NO. S-816(A) IN THE AMOUNT OF $8,830,950.00 TO THE POOLE AND KENT COMPANY FOR THE CONSTRUCTION OF AN ENCLOSED CONCRETE STRUCTURE AND AN ADJOINING CONCRETE CHANNEL AND FLOW CONTROLS FOR OXYGENATION TRAIN NO. 7 FOR THE HIGH LEVEL DISINFECTION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves award of Contract No. S-816(A) for the construction of an enclosed concrete structure and an adjoining concrete channel and flow controls for Oxygenation Train No. 7 for the High Level Disinfection Facility at the South District Wastewater Treatment Plant in the amount of $8,830,950.00 to the Poole and Kent Company, in substantially the form on file with the clerk, an excerpt of which is attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same and to exercise renewal and termination provisions contained therein.

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The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Sally A. Heyman and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman absent
Barbara J. Jordan, Vice-Chairwoman absent

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

ST PAUL TRAVELERS

Rita Sagistano
Attorney-in-Fact
Travelers Bond
343 Thornall Street
Edison, NJ 08837
(732)321-8600
(732)321-5601 (fax)

Richard F. Ferrucci & Associates, LLC
1001 Franklin Ave., Suite 308
Garden City, NY 11530

November 20, 2007

MIAMI-DADE WATER AND SEWER DEPARTMENT
3071 SW 38th Avenue, Suite 560A
Miami, FL 33233-0316

Re: PRINCIPAL: POOLE AND KENT COMPANY OF FLORIDA
PROJECT: "SOUTH DISTRICT WASTEWATER TREATMENT PLANT HLD UPGRADE TO 285 MGD, OXYGENATION TRAIN NO. 7, CONTRACT NO. S-816"

Gentlemen:

The undersigned, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereby Consents to the extension of the above bid bond. This bid which expires on 12/5/07 will be extended for an additional 45 days from that date.

Very truly yours,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: Rita Sagistano
Rita Sagistano, Attorney-In-Fact

RECEIVED
2007 DEC 31 P 12:49
CAPITAL IMPROVEMENTS

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WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 218627 Certificate No. 002035107

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard G. Avery, Karen C. Bowling, Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Mary Alice J. Corbett, Camille Maitland, Peter P. Jones, and Diana L. Parker

of the City of Garden City, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of May, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 9th day of May, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

Marie C. Tetreault, Notary Public

58440-5-07 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION

State of New York, County of) ss.

On this day of , 20 , before me personally appeared to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of that he/she is the of , the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of) ss.

On this day of , 20 , before me personally appeared to me known to be (the individual) (one of the firm of) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau) ss.

On this 20th day of November , 2007 , before me personally appeared Rita Sagistano , to me known, who, being by me duly sworn, did depose and say: That he/she resides in Nassau County, New York that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guarantees, and other obligations required or permitted by law; and that such certificate has not been revoked.

Mary Alice J. Corbett
Notary Public

MARY ALICE J. CORBETT
Notary Public, State of New York
No. 01CO6090162
Qualified in Nassau County
Commission Expires 02/28/2011

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183
FINANCIAL STATEMENT AS OF DECEMBER 31, 2006
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK $ 6,000,000

ASSETS		LIABILITIES	
Cash & Invested Cash	$ 114,080,791	Unearned Premiums	$ 724,600,456
Bonds	2,912,711,671	Losses	872,611,753
Stock	14,885,159	Loss Adjustment Expenses	128,746,164
Investment Income Due and Accrued	34,978,331	Commissions	28,073,926
Premium Balances	156,167,298	Taxes, Licenses and Fees	21,223,762
Reinsurance Recoverable	3,954,977	Other Expenses	30,823,925
Net Deferred Tax Asset	42,796,290	Dividends	7,080,260
Ceded Deposit Asset	6,134,628	Current Federal and Foreign Income Taxes	38,728,602
State Surcharges Receivable	149,480	Ceded Reinsurance Net Premiums Payable	(4,951,862)
Other Assets	(4,414,050)	Funds Held Under Reinsurance Treaties	99,084,332
		Amounts Withheld / Retained by Company for Others	39,085,838
		Remittances and Items not Allocated	50,285,232
		Provision for Reinsurance	5,869,501
		Payable to Parent, Subsidiaries & Affiliates	86,218,776
		Payable for Securities	4,975,100
		Retroactive Reinsurance Reserve Assumed	20,845,771
		Other Accrued Expenses and Liabilities	119,534
		Total Liabilities	$ 2,154,278,332
		Capital Stock	$ 6,000,000
		Paid in Surplus	303,297,402
		Other Surplus	817,840,802
		Total Surplus to Policyholders	$ 1,127,138,204
Total Assets	$ 3,281,414,536	Total Liabilities & Surplus	$ 3,281,414,536

Securities carried at $12,849,466 in the above statement are deposited with public authorities, as required by law

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WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kori M. Johnson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November, 20 07.

Kori M. Johnson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTE WATER TREATMENT PLANT
OXYGENATION TRAIN NO. 7
CONTRACT NO. S-816

ESTIMATE: $11,700,000

TABULATION OF BIDS — BID DATE: August 7, 2007

BIDDERS			Poole & Kent Company of Florida 1781 N.W. North River Drive Miami, FL 33125		Cardinal Contractors, Inc. 5365 Stirling Road Ft. Lauderdale, FL 33314		Globetec Construction 4774 N. Powerline Rd. Deerfield Beach, FL 3307	
Item No.	Description	Quant.	Unit	Total	Unit	Total	Unit	
1.	Performing preparatory work & operations in mobilizing for beginning the work of the Project, but excluding materials & permit costs, both of which are paid under other payment items	Aggr. Sum	$	700,000.00	$	442,500.00	$	300,00
2.	Selling & delivering to the Department all necessary materials, equipment & supplies for the project, not included in another bid item	Aggr. Sum		5,700,000.00		3,625,600.00		6,000,00
3.	All other cost incurred in the installation of all material, equipment & supplies furnished under Item 1, including all associated labor & miscellaneous cost	Aggr. Sum		1,415,000.00		4,905,700.00		3,023,00
4.	The total of Items 1 through 3			7,815,000.00		8,973,800.00		9,323,00
5.	Costs of required construction permits & fees, if authorized by the Engineer, the sum of 3% of the Subtotal, Item 4, (.03) X (Subtotal, Item 4)	Approved Permit Fee Reimbursement		234,450.00		269,214.00		279,69
6.	Unforseen conditions, for minor construction changes, & for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 4, (.10) X (Subtotal, Item 4)	Allowance Account		781,500.00		897,380.00		932,30
	TOTAL BID ITEMS (Items 4, 5 and 6)			$8,830,950.00		$10,140,394.00		$10,534,99

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTE WATER TREATMENT PLANT
OXYGENATION TRAIN NO. 7
CONTRACT NO. S-816

ESTIMATE: $11,700,000

TABULATION OF BIDS

BID DATE: August 7, 2007

BIDDERS			Kiewit Southern Co. 13630 NW 8th St., Suite 225 Sunrise, FL 33325		Metro Equipment Service, Inc. 9425 SW 72 St., #225 Miami, FL 33173		Lanzo Construction Co. Flori 125 SE 5th Court Deerfield Beach, FL 3344	
Item No.	Description	Quant.	Unit	Total	Unit	Total	Unit	T
1.	Performing preparatory work & operations in mobilizing for beginning the work of the Project, but excluding materials & permit costs, both of which are paid under other payment items	Aggr. Sum		$475,000.00		$1,200,000.00		$570,000
2.	Selling & delivering to the Department all necessary materials, equipment & supplies for the project, not included in another bid item	Aggr. Sum		3,607,000.00		6,270,000.00		5,900,000.
3.	All other cost incurred in the installation of all material, equipment & supplies furnished under Item 1, including all associated labor & miscellaneous cost	Aggr. Sum		5,486,000.00		3,164,000.00		5,100,000.
4.	The total of Items 1 through 3			9,568,000.00		10,634,000.00		11,570,000.
5.	Costs of required construction permits & fees, if authorized by the Engineer, the sum of 3% of the Subtotal, Item 4, (.03) X (Subtotal, Item 4)	Approved Permit Fee Reimbursement		287,040.00		319,020.00		347,100.
6.	Unforseen conditions, for minor construction changes, & for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 4, (.10) X (Subtotal, Item 4)	Allowance Account		956,800.00		1,063,400.00		1,157,000
	TOTAL BID ITEMS (Items 4, 5 and 6)			$10,811,840.00		$12,016,420.00		$13,074,100

Memorandum

MIAMI-DADE COUNTY

S_816(A)

Date: August 14, 2007

To: John W. Renfrow, Director
Water And Sewer Department

From: Penelope Townsley, Interim Director
Small Business Affairs/Department of Procurement Management

Subject: CSBE Compliance Review of Contract No: S-816, South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Oxygenation Train No. 7

Small Business Affairs/Department of Procurement Management (SBA/DPM) has completed its review of the above-referenced project for compliance with the Community Small Business Enterprise (CSBE) Program. The contract measure applicable to this project is a 12% CSBE subcontractor goal.

The Construction Contracts Section of The Miami-Dade Water and Sewer Department submitted bid documents from Poole and Kent Company of Florida for compliance review.

Poole and Kent Company of Florida submitted the required Schedule of Intent (SOI) Affidavit committing to utilize Dodec, Inc. a certified CSBE firm, to furnish and install mechanical equipment and piping at 12%. Dodec, Inc. signed the SOI Affidavit in agreement with the information listed. Poole and Kent Company of Florida has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

SBA/DPM staff only reviewed and addressed compliance with the CSBE program. The Construction Contracts Section of The Miami-Dade Water and 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 Kelly Duncombe at (305) 375-3136.

cc: Alma Santiago, WASD
Patrice King, SBA/DPM
File

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DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

Project/Contract Title: SOUTH DISTRICT WASTER WATER TREATMENT PLANT, OXYGENATION TRAIN NO. 7 (SIC 15)

RC Date: 04/11/2

Project/Contract No: S-816

Funding Source: BR-47650

Item No:

Department: WATER & SEWER DEPARTMENT

Estimated Cost of Project/Bid: $11,700,000.00

Resubmittal Date(s):

Description of Project/Bid: THE PROJECT CONSISTS OF CONSTRUCTING AND ENCLOSED CONCRETE STRUCTURE OF APPROXIMATELY 2,200 SQUARE FEET IN AREA BY 14 FEET HIGH FOR THE OXYGENATION TRAIN NO. 7, AND AN ADJOINING CONCRETE FLUME (CHANNEL) AND WEIR STRUCTURE WITH AN APPROXIMATE AREA OF 1,700 SQUARE FEET AT THE SOUTH DISTRICT WASTE WATER TREATMENT PLANT, LOCATED AT 23300 SW 88TH AVENUE, IN MIAMI-DADE COUNTY, FLORIDA. THIS PROJECT IS ONE IN A SERIES OF PROJECTS UNDER THE HIGH LEVEL DISINFECTION (HLD) PROGRAM TO COMPLY WITH A CONSENT DECREE IMPOSED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	12.40%

Reasons for Recommendation

An analysis of the factors contained in Section VI C of A.O. 3-22 indicate that a goal is appropriate in the trades of excavation, demolition, clearing and grubbing and drainage (all other heavy construction), plumbing, painting, electrical, compact fill & paving, and guardrail (highway and street construction).

CWP Not Applicable: Not in DTA

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Excavation Contractors	CSBE	$198,900.00	1.70%	23
Wrecking and Demolition Contractors	CSBE	$4,914.00	0.04%	11
All Other Heavy Construction	CSBE	$24,570.00	0.21%	15
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	$299,520.00	2.56%	24
Painting and Wall Covering Contractors	CSBE	$59,670.00	0.51%	35
Electrical Contractors	CSBE	$398,970.00	3.41%	42
Highway and Street Construction	CSBE	$464,490.00	3.97%	23
	Total	$1,451,034.00	12.40%	

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

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

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

CWP COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 12% CSBE **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

[signature] 4/11/07

Chairperson, Review Committee Date County Manager Date

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DBDR0090 v. 20

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SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT PROJECT # 9653401

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

LOCATION: 8950 SW 232 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Wastewater Renewal Fund	1,402	2,160	1,350	1,000	0	0	0	0	5,902
Wastewater Connection Charges	3,556	0	0	0	500	1,000	1,000	0	6,056
WASD Revenue Bonds Sold	3,862	0	0	0	0	0	0	0	3,862
Future WASD Revenue Bonds	0	0	0	2,686	0	7,500	0	4,718	14,906
TOTAL REVENUE:	8,820	2,160	1,350	3,686	500	8,500	1,000	4,718	30,726

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	611	146	314	294	82	346	573	429	2,795
Construction	6,104	1,461	3,137	2,941	818	3,454	5,727	4,289	27,931
TOTAL EXPENDITURES:	6,715	1,607	3,451	3,235	900	3,800	6,300	4,718	30,726

SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION PROJECT # 96510240

DESCRIPTION: Construct treatment facilities for high level disinfection to meet regulatory requirements at the South District Wastewater Treatment Plant

LOCATION: 8950 SW 232 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Wastewater Renewal Fund	84,825	0	0	0	0	0	0	0	84,825
Wastewater Connection Charges	0	1,311	0	0	0	0	0	0	1,311
S. Fl. Water Mgmt. District Grant	0	5,000	5,000	5,000	5,000	5,000	0	0	25,000
State Revolving Loan Wastewater Program	0	0	34,880	26,000	27,320	13,000	0	0	100,000
WASD Revenue Bonds Sold	20,808	0	0	0	0	0	0	0	20,808
Future WASD Revenue Bonds	0	0	0	212,864	0	1,377	0	0	214,041
HLD Special Construction Fund	60,000	0	0	0	0	0	0	0	60,000
TOTAL REVENUE:	165,633	6,311	39,880	242,864	32,320	19,377	0	0	505,985

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	2,655	3,395	13,188	16,858	7,894	2,317	40	0	46,045
Construction	26,519	33,918	131,733	168,376	75,555	23,140	397	0	459,940
TOTAL EXPENDITURES:	29,174	37,313	144,921	185,234	83,449	25,457	437	0	505,985

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BUDGET PROJECT 96510240

Project Title: 96510240-SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION

Project Desc: Construct treatment facilities for high-level disinfection to meet regulatory requirements

Project($$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	10/1/2002	9/30/2009	29,174	37,313	144,921	185,234	83,449	505,985
Revenue			165,633	6,311	39,680	242,664	32,320	505,985

Project Type: Capital Update Type

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Planning/Design	N/A	N/A	2,655	3,395	13,188	16,856	7,594	46,045
Construction	N/A	N/A	26,519	33,918	131,733	168,378	75,855	459,940

CIIS Milestones | Add GEO Coded Site

EXIT

Current Contracts for Project 96510240

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
WS	E07-WASD-02	Design and Construction Manage	$55,000,000.00	$0.00	$50,000,000.00
WS	E07-WASD-05	Construction Engineering & Ins	$0.00	$6,050,000.00	$5,500,000.00
WS	E07-WASD-05	Construction Engineering & Ins	$6,050,000.00	$0.00	$5,500,000.00
WS	S-805	South District Wastewater Trea	$130,000,000.00	$0.00	$0.00
WS	S-805 (A)	South District Wastewater Trea	$138,000,000.00	$0.00	$0.00
WS	S-806	South District Wastewater Trea	$25,001,000.00	$0.00	$0.00
WS	S-813	South District Wastewater Trea	$14,000,000.00	$0.00	$0.00
WS	S-813 (A)	South District Wastewater Trea	$0.00	$10,132,996.00	$8,967,253.10
WS	S-816 (A)	South District Wastewater Trea	$11,700,000.00	$0.00	$7,815,000.00
WS	S-816 (A)	South District Wastewater Trea	$0.00	$8,830,950.00	$7,815,000.00
WS	S-825 (A)	South District Wastewater Trea	$8,000,000.00	$0.00	$9,487,557.56
WS	S-825 (A)	South District Wastewater Trea	$0.00	$11,110,940.05	$9,487,557.56
WS	S-828	South District Wastewater Trea	$16,000,000.00	$0.00	$0.00
WS	S-828 (A)	South District Wastewater Trea	$0.00	$14,474,955.00	$12,703,500.00
		Total Allocated:	$403,751,000.00	$50,599,841.05	

Current Sites for Project 96510240

Site	Location
72970	23300 SW 88 AVE 33032

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DBD
DEPARTMENT OF

MIAMI DADE COUNTY

Firm History Report

(excluding A&E)

From: 01/01/2002 To: 08/15/2007

S-816

FIRM NAME: POOLE & KENT COMPANY INC
1781 NW North River Dr
Miami, FL 33125

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	PAID TO DATE	DATE REPORTED	SUBCONTRACTORS
* S-730	1	WS	GOAL CSBE 8%	02/11/2002	$1,278,200	$1,261,001 02/21/2008	$1,129,535	03/22/2004	* BCL CONSTRUCTION, INC. - $255,640.00 * BEL-TEC ELECTRIC - $0.00 * DIXIE METALS, INC. - $0.00 * SOUTHLAND PAINTING CORP. - $0.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT SLUDGE DEWATERING FACILITY EXPANSION (RESUBMITTAL 07/12/00,3/02/01) (SIC 16)									
Change Order #	1		207 days						
					$1,278,200				

Total Award Amount	$1,278,200
Total Change Orders Approved by BCC	$2,050,007
	$3,328,207
Total Change Orders Approved After Requested Date Range	$0
Total Change Orders Pending	$0
	$3,328,207

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Status View | Exit | Projects | Goto Bottom

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for Famis No 520617984 01

The Poole and Kent Company

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
6	AV	A014A	MIA Central Chiller Plant East	The Poole and Kent Company	12/3/2003	$43,710,000	3/24/2004	95.04% / N/A
6	AV	D175A		The Poole and Kent Company	4/9/2001	$0		91.34% / N/A
30	WS	S-700A-04	Repairs or Installations of Pu	The Poole and Kent Company	8/29/2002	$700,000	6/6/2005	0% / Closed
5	WS	S-715	Pump Station No. 1 Screening a	The Poole and Kent Company	9/4/2003	$3,392,884	5/14/2007	100% / Closed
9	WS	S-730	South District Wastewater Trea	The Poole and Kent Company	6/8/2004	$1,278,200	12/20/2005	100% / Closed
8	WS	S-816 (A)	South District Wastewater Trea	The Poole and Kent Company	N/A	$7,815,000		0% / N/A
7	WS	W-855	Alexander Orr Jr. Water Treatm	The Poole and Kent Company	3/20/2002	$6,679,630	7/13/2007	99% / Behind Schedule
				Totals:	7	$63,575,714		

* Yellow Status=Inactive Contract

Status View | Exit | Projects | Goto Top

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Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	W-655	CON	The Poole and Kent Company	12/20/2007	Mario Garcia	Project conclusion or closeout	2.9
WS	S-715	CON	The Poole and Kent Company	12/20/2007	Mario Garcia	Project conclusion or closeout	3.2

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.1

Exit

CONTRACT

THIS CONTRACT, made and entered into on the _____ day

of _____, 20_____, by and between Miami-Dade County, Florida,

acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"),

and **Poole and Kent Company of Florida**, party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

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

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

"South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD,
Oxygenation Train No. 7,
Contract No. S-816"

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Eight Million Eight Hundred Thirty Thousand Nine Hundred Fifty Dollars and No Cents (U.S. Dollars) $8,830,950.00**.

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

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

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the work, the Contractor shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Covenants and Conditions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Community Small Business Enterprise Program (CSBE) Participation Provisions and Forms (if applicable), and the provisions for the following: Affirmative Action Plan (Ordinance 98-30) and Disclosure Form; Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Disability Nondiscrimination (Resolution R - 3 8 5 -95 as amended by Resolution R-182-00); Domestic Violence Leave (Ordinance 99 - 5 as amended by Resolution R-185-00); Due Fees or Taxes Paid (Ordinance 95-178 as amended by Ordinance 00-30); Metro-Dade Employment Drug-Free Workplace (Ordinance 92-15 as amended by Ordinance 00-30); Metro-Dade Employment Family Leave Plan (Ordinance 91-142 as amended by Resolution R-183-00); Fair Wage (Ordinance 90-143 as amended by

Ordinance 95-183); Mandatory Clearinghouse for Posting Notice of Job Opportunities (Resolution R-937-98 as amended by R-1145-99); Obligation (Ordinance 99-162); Office of Miami-Dade County Inspector General (IG) (Dade County Code Sec. 2-1076); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; and Metro-Dade County Disclosure (Ordinance 90-133).

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract in six (6) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

By: _____
Deputy Clerk

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

(PARTY OF THE FIRST PART)

Approved for Sufficiency
of Execution Only:

_____
Assistant County Attorney
Miami-Dade Water and Sewer Department

CONTRACT

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)

ATTEST

David W. McCluskey

(Secretary) Asst.

David W. McCluskey

(Print or type name)

Poole and Kent Company of Florida

(Name of Corporation)

By: [signature]

(Signature of Officer)

Steven C. Jordan

(Print or type name)

President & CEO

(Official Title)

1781 N.W. North River Drive

Miami, Florida 33125

(Address)

(PARTY OF THE SECOND PART)

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

CERTIFIED RESOLUTION *** SEE ATTACHED ***

I, _____, the duly elected Secretary of
(Name)
Poole and Kent Company of Florida, a Corporation organized and existing under the laws of the State of **Delaware**, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HEREBY RESOLVED that _____, the duly
(Name)
elected_____ of **Poole and Kent Company of Florida**,
(Title of Officer)

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

South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD,
Oxygenation Train No. 7,
Contract No. S-816

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

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

Given under my hand and the Seal of the said Corporation this _____ day of _____, 20_____.
(Month) (Year)

By: _____
(Secretary)

_____
(Print or type name)

(SEAL)

Poole and Kent Company of Florida
(Corporate Title)

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CERTIFICATE OF SECRETARY
OF
POOLE & KENT COMPANY OF FLORIDA

The undersigned, Frank Donelan, certifies that he is the duly elected, qualified and acting Secretary of Poole & Kent Company of Florida, a corporation duly organized and existing under the laws of Delaware with a business address of 1781 N. W. North River Drive, Miami, FL 33125 and that as such Secretary, he is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions adopted upon written consent of the sole director of this Corporation dated as of July 19, 2007; and said resolutions do not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and have not been rescinded or modified in any respect but still remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of July, 2007.

Frank Donelan, Secretary

STATE OF CONNECTICUT)
) SS.: Norwalk
COUNTY OF FAIRFIELD)

I, a Notary Public in and for the State and County aforesaid, do certify that Frank Donelan, whose name as Secretary of Poole & Kent Company of Florida is signed to the writing above, bearing date on the 19th day of July 2007, has acknowledged the same before me in the County aforesaid.

GIVEN under my hand and official seal this 19th day of July, 2007.

Notary Public

MARIANNE B SILEO
Notary Public
State of Connecticut
My Commission Expires 11/30/2011

[Notarial Seal]

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EXHIBIT A

RESOLVED, that Steven C. Jordan, President and Patrick H. Carr, Executive Vice President and Treasurer of the Company, be and hereby are, authorized, empowered and directed to execute the South District Waste Water Treatment Plan, Oxygenation Train No. 7, Contract S-816 bid proposal and such other agreements, documents and certificates as they, in their discretion, may deem necessary or advisable and in the best interests of Corporation.

WRITTEN CONSENT
OF THE
SOLE DIRECTOR
OF
POOLE & KENT COMPANY OF FLORIDA

The undersigned, being the sole director of the Poole & Kent Company of Florida, a Delaware corporation (the "Company"), waives notice of a meeting and pursuant to Section 141 of the General Corporation Law of the State of Delaware does hereby consent to the following resolution:

RESOLVED, that Steven C. Jordan, President and Patrick H. Carr, Executive Vice President and Treasurer of the Company, be and hereby are, authorized, empowered and directed to execute the South District Waste Water Treatment Plan, Oxygenation Train No. 7, Contract S-816 bid proposal and such other agreements, documents and certificates as they, in their discretion, may deem necessary or advisable and in the best interests of Corporation.

IN WITNESS WHEREOF, the undersigned has executed this written consent as of July 19, 2007.

R. Kevin Mitz

BIDDER'S AFFIDAVIT

Project No.: S-816 Date: 8/6/07

Project Title: South District Wastewater Treatment Plant

Oxygenation Train No. 7

STATE OF FLORIDA)
)SS.:
COUNTY OF DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared:

Steven C. Jordan

who, after being first duly sworn, upon oath deposes and says that he is an authorized representative of:

Poole and Kent Company of Florida (hereinafter
(Legal name, Corporation, Partnership, Firm, Individual)
called bidder) located at

1781 NW North River Drive, Miami, FL 33125 and,

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

ATTEST:

Poole and Kent Company of Florida
(Legal name of Bidder)

(Signature)

SUBSCRIBED AND SWORN TO BEFORE ME this 6th day of August

(Seal)

My Commission Expires:

10/31/2008

Notary Public, State of Florida at Large

CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

ATTACH TO PROPOSAL

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

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

1. This sworn statement is submitted with Proposal Form for Project No. S-816 for South District Wastewater Treatment Plant Oxygenation Train No. 7

2. This sworn statement is submitted by Poole and Kent Company of Florida
[name of entity submitting sworn statement]

whose business address is 1781 N.W. North River Dr, Miami, FL 33125

_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is 75-3163466

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Steven C. Jordan and my relationship to the
[please print name of individual signing]

entity named above is President & CEO.

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

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

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

_____ The person or affiliate has not been placed on the convicted contractor list. [Please describe any action taken by or pending with the Department of General Services.]

_____
[signature]

Date: 8/6/07

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Steven C. Jordan who, after first being sworn by me, affixed his/her signature
[name of individual signing]

in the space provided above on this 6th day of August, 2007.

CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
My Commission expires EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

NOTARY PUBLIC

MIAMI-DADE EMPLOYMENT

DISCLOSURE AFFIDAVIT

Name of Firm: Poole and Kent Co. of Florida Contract Reference: S-816

Name of Person Completing Affidavit: Steven C. Jordan

Position: President & CEO

Phone Number: (305) 325-1930

I, Steven C. Jordan, being first duly sworn state:

That in compliance with Section 2-8.1, Sub-Section (d)(2), the following information and attachments are provided and are in compliance with all items in the aforementioned Section:

1. Does your firm have a bargaining agreement with your employees: YES or NO (circle one).
2. Provide a schedule of wage rates (including overtime) and benefits to be paid employees performing work under subject contract reference.
3. Provide description of health care benefits to be paid to employees performing work under contract reference.
4. Provide current breakdown of your firm's work force as to race, national origin and gender.

Signature

8/6/07

Date

State of: Florida

County of: Miami-Dade

Personally appeared before me, the undersigned authority, Steven C. Jordan who, after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of August, 2007.

My Commission expires: 10/31/2008

Notary Public

CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

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UNITED ASSOCIATION
of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of
the United States and Canada

Founded 1889

Letters should be confined to one subject

AUG 6 - 2007

THE POOLE & KENT CO.

William P. Hite
General President

Patrick R. Perno
General Secretary-Treasurer

Stephen F. Kelly
Assistant General President

UA Local Union: 519 14105 NW 58th Court Miami Lakes, FL 33014

Subject: Race and Gender Breakdown

August 3, 2007

Mr. Steve Jordan:
The Poole & Kent Company
1742 NW North River Drive
Miami, FL. 33142

Dear Steve:

As requested by your secretary, Carla, the following information is provided.

Our records indicate that there are presently eight (8) people referred to and employed by the Poole and Kent Company from Local Union 519. The break down by race and gender is as follows:

Caucasian	6	75%
Hispanic	2	25%
Total	8	100%
Male	8	100%

If you need additional information, please do not hesitate to contact this office.

Phil Trucks Jr.
Business Manager/
Financial Secretary

PT:js
worddoc/letter collective Raceand Gender breakdown

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MIAMI DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS

§2-11.16 OF THE CODE

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

(Construction Type: Building)

Building Construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade. (Note: Where multiple construction is "incidental" in function, the construction is considered a part of the building project for wage determination purposes.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM WH-347

(For Contractors Optional Use)

(JANUARY 1, 2007 THROUGH DECEMBER 31, 2007)

INDEX
RESPONSIBLE WAGES AND BENEFITS

A. SUPPLEMENTAL GENERAL CONDITIONS

Minimum Wages and Posting of Information	1-3
Liability for Unpaid Wages; Penalties; Withholding	3
Payrolls; Basic Records; Reporting	4
Subcontracts	5
Complaints and Hearings; Contract Termination and Debarment	5-6
Apprentices and Trainees	6-8

B. WAGES AND BENEFITS SCHEDULES

Labor Agreements

Construction Type:
Building

Bricklayers and Allied Craftsmen	1
Carpenters (incorporated Carpet Workers)	2
Drywall Finishers	3
Electrical Workers	4
Electrical Workers (Electric Signs)	5
Elevator Constructors	6
Glaziers, Architectural Metal and Glass Workers	7-8
Insulators and Asbestos Workers	9

Ironworkers 10

WAGES AND BENEFITS SCHEDULE - continued

Construction Type:
Building

Laborers: Commercial Construction 11

Millwrights, Machinery Erectors and Divers 12

Operating Engineers 13-14

Painters and Allied Trades 15

Piledrivers, Bridge Carpenters and Divers 16

Pipe fitters (Air Conditioning, Refrigeration and Heating) 17

Plumbers 18

Roofers, Waterproofers and Allied Workers 19

Sheet Metal Workers 20

Sign/Display & Allied Trades 21

Sprinkler Fitters 22

Welders 23

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages; Fringe Benefits; Complaints, and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages.

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January

1st of the year in which the work is performed.

B. Fringe Benefits.

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies, retirement plans, and life insurance companies are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County.

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Department of Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers.

Any complaints of underpayment by the workers should be filed with:

Marsha E. Jackman, Director
Department of Business Development
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128

(305) 375-3111.

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments.

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment"..

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records.

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form.

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records.

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints.

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Administrative Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings.

The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within fifteen (15) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Manager shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request.

Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Manager will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties.

If the County Manager determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices.

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio.

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees.

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees is in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS & ALLIED CRAFTSMEN (2)				
Journeymen	$ 19.50	$ 3.30	$1.65	$ 24.45
Foremen	20.00	3.30	1.65	24.95
General Foremen	21.95	3.30	1.65	26.90
Apprentices:				
First 6 months	$ 12.52	$ 3.30	$1.65	$ 17.47
Second 6 months	13.45	3.30	1.65	18.40
Third 6 months	14.37	3.30	1.65	19.32
Fourth 6 months	15.30	3.30	1.65	20.25
Fifth 6 months	16.22	3.30	1.65	21.17
Sixth 6 months	17.15	3.30	1.65	22.10

The Industrial Rates are 15% over the applicable journeyman rate
The Refractory Rates are 15% over the applicable journeyman rate
The Finishers wage is 75% of journeyman wages plus fringes

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Rates include Residential, Building, Heavy Construction and Highway work as described in USDOL, Employment Standards Administration, Memorandum No. 130

Includes brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete blocklaying and pointing, caulking, grouting and cleaning of materials used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement; precast erectors, pool specialist and roof deck applicators.

APPRENTICE RATIO:
One (1) Apprentice to two (2) Journeymen, if an average of two (2) Journeymen have been employed for One (1) year immediately prior to employment of the Apprentice.
One (1) Apprentice to three (3) Journeymen if working on the same job.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
CARPENTERS /JOINERS/LATHER(2)				
Journeymen	$ 19.25	$ 4.22	$ 1.60	$25.07
Foremen (5 or more workers)	20.79	4.22	1.60	26.61
Foremen (12 or more workers)	21.56	4.22	1.60	27.38
General Foreman (2+)	22.33	4.22	1.60	28.15
Apprentices (Carpenters, Carpet Workers and Interior Specialist)				
First 6 months	$ 11.94	4.22	1.60	17.76
Second 6 months	12.90	4.22	1.60	18.72
Third 6 months	13.86	4.22	1.60	19.68
Fourth 6 months	14.82	4.22	1.60	20.64
Fifth 6 months	15.79	4.22	1.60	21.61
Sixth 6 months	16.75	4.22	1.60	22.57
Seventh 6 months	17.71	4.22	1.60	23.53
Eighth 6 months	18.67	4.22	1.60	24.49
CARPET WORKERS				
Journeymen	$ 19.25	$ 4.22	$ 1.60	$25.07
Foremen (5 or more workers)	20.79	4.22	1.60	26.61
Foremen (12 or more workers)	21.56	4.22	1.60	27.38
General Foreman (2+)	22.33	4.22	1.60	28.15
INTERIOR CARPENTER				
Journeymen	$ 19.25	4.22	1.60	25.07
Foremen (5 or more workers)	20.79	4.22	1.60	26.61
Foremen (12 or more workers)	21.56	4.22	1.60	27.38
General Foreman (2+)	22.33	4.22	1.60	28.15

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes prefabrication or construction of forms for footing or foundations buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a building, or structure made of wood or any substitute such as plastics or composition materials, that puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of a building, or any structure, and dismantling of all forms. All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.

NOTE:
When the term CARPENTER AND JOINER is used, it shall mean all the sub-divisions of the trade consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of al material of wood, plastic, metal, fiber, cork and composition, and all other substitute.

When five (5) or more workers are employed on a job, one (1) worker shall be a foreman.
Add $0.50 per hour to the per hour wage rate when work is done on swinging scaffolds, boatswains chairs or any like device.

APPRENTICE RATIO:

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Two (2) Apprentices to three (3) Journeymen.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
DRYWALL FINISHERS				
Journeymen Tapers (Hand and Tool	$ 17.00	$ 3.60	$ 2.30	$ 22.90
Foremen (5 or less workers)	18.00	$ 3.60	2.30	23.90
General Foremen (6 or more worker	18.50	3.60	2.30	24.40
General Foremen	19.50	3.60	2.30	25.40
Apprentices:				
First 6 months	$ 10.20	$ 3.60	$ 0.10	$ 13.90
Second 6 months	11.05	3.60	0.10	14.75
Third 6 months	11.90	3.60	0.10	15.60
Fourth 6 months	12.75	3.60	0.10	16.45
Fifth 6 months	13.60	3.60	0.10	17.30
Sixth 6 months	14.45	3.60	0.10	18.15
Seventh 6 months	15.30	3.60	0.10	19.00
Eighth 6 months	16.15	3.60	0.10	19.85

(1) Per hour health benefit includes hospitalization, medical, and life insurance.
DRYWALL FINISHERS
(2) Scope of work under this trade shall include, but not be limited to: (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not limited to, all levels of finishings and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes. (2) All stucco and dryvit systems will be performed by Drywall Finishers.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.
Shop of four (4) or more Journeymen must employ at least one (1) Apprentice.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (1)				
UNDER TWO (2) MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 24.00	$ 5.15	$ 2.52	$ 31.67
Cable Splicers	24.50	5.15	2.56	32.21
Welders	24.50	5.15	2.56	32.21
Foremen	26.40	5.15	2.71	34.26
General Foremen	28.80	5.15	2.90	36.85
Apprentices:				
First year	$ 12.72	$ 5.15	$ 1.62	$ 19.49
Second year	13.44	5.15	1.68	20.27
Third year	14.88	5.15	1.79	21.82
Fourth year	16.32	5.15	1.91	23.38
Fifth year	18.48	5.15	2.08	25.71
OVER TWO (2) MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 26.46	$ 5.15	$ 2.72	$ 34.33
Cable Splicers	26.96	5.15	2.76	34.87
Welders	26.96	5.15	2.76	34.87
Foremen	29.11	5.15	2.93	37.19
General Foremen	31.75	5.15	3.14	40.04
Apprentices (same rates as above)				

(1) Includes: Installation, repair, alter, add or change any electrical wire fixtures, appliance apparatus, raceways conduit or a part there of which generates, transmits, transforms or utilizes electrical energy in any form for heat, light, or power including the electrical installations within plants and sub-stations, traffic signalization, additionally, work of installing a low voltage fire alarm systems.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.
Add $1.50 per hour to the per hour wage rate for Journeymen working in hazardous locations.

Electrical rates listed within the Responsible Wages and Benefits (Ordinance 90-143) are based on the total value of electrical projects and cannot be broken down into smaller projects to avoid payment of the established wages.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (ELECTRIC SIGN)				
Journeymen:				
Wireman	$ 22.30	$ 5.15	$ 2.38	$ [illegible]
Foremen	24.53	5.15	2.56	[illegible]
General Foremen	26.76	5.15	2.74	[illegible]
Apprentices:				
First Year	$ 12.72	$ 5.15	$ 1.62	$ [illegible]
Second Year	13.44	5.15	1.68	[illegible]
Third Year	14.88	5.15	1.79	[illegible]
Fourth Year	16.32	5.15	1.91	[illegible]
Fifth Year	18.48	5.15	2.08	[illegible]

Hazard Pay: add $1.75, one dollar and seventy five cents to the per hour rate for Journeyman.

APPRENTICE RATIO: (1) One Apprentice to (3) three Journeymen.

Includes: Installation, repair, addition, or changes of any illuminated sign, non-illuminated sign, or luminous tubes, traffic signalization. Any electrical wire, fixtures, appliance apparatus, raceway, conduit, or any part thereof which transmits transfers or utilizes electrical energy in any form for heat, light, or power.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELEVATOR CONSTRUCTORS				
Elevator Construction Teams:				
Mechanics	$ 32.86	$ 8.28	$ 4.46	$ 45.60
Mechanic In Charge	36.97	8.28	4.46	49.71
Apprentices:				
Probationary Apprentice	$ 16.43	$0.00	$0.00	$ 16.43
First year	18.07	8.28	4.46	30.81
Second year	21.36	8.28	4.46	34.10
Third year	23.00	8.28	4.46	35.74
Fourth year	26.28	8.28	4.46	39.02

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

APPRENTICE RATIO:
One (1) Apprentice to one (1) Mechanic.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS(2)				
Journeymen Glazier:				
Commercial	$ 20.00	$ 3.60	$ 2.45	$ 26.05
Apprentices ratio one (1) apprentice to two (2) Journeymen				
1st 6 months	$ 13.00	$ 3.60	$ 0.10	$ 16.70
2nd 6 months	14.00	3.60	0.10	17.70
3rd 6 months	15.00	3.60	0.10	18.70
4th 6 months	16.00	3.60	0.10	19.70
5th 6 months	17.00	3.60	0.10	20.70
6th 6 months	18.00	3.60	0.10	21.70
7th 6 months	19.00	3.60	0.10	22.70

Notes:

Foreman: plus $1.00 per hour up to ten (10) employees
Foreman: plus $2.00 per hour for ten (10) or more employees
General Foreman: plus $3.00 per hour

APPRENTICESHIP RATIO:
One (1) Apprentice to three (3) journeymen

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GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS(2)

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes: but not be limited to: the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art, glass, detopak glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, pre-glazed windows, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, curtain wall systems, louvers, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in the place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, glazed solar systems, doors, frames, stone wall cases, book cases, sideboards, partitions and fixtures; the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction; the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash and fire hose cabinets where glass becomes an integral part of the finished product, including the maintenance of all the above; bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, miter cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operation of all machines and equipment for these operations; the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products; the use of waterproofing membrane, air and vapor barriers, structural caulking and sealers above or below grade; any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by glaziers and or apprentice glaziers.

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INSULATORS & ASBESTOS WORKERS				
Journeymen	$ 19.92	$ 5.52	$ 3.97	$ 29.41
Foremen (1-14 workers)	20.42	5.52	3.97	29.91
Gen. Foremen (15 or more workers)	20.92	5.52	3.97	30.41
Apprentices:				
First year	$ 12.55	$ 5.52	$ 3.97	$ 22.04
Second year	13.94	5.52	3.97	23.43
Third year	15.94	5.52	3.97	25.43
Fourth year	17.93	5.52	3.97	27.42

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Per hour wage rate includes local and national apprenticeship fund

(3) Scope of work under this trade shall include, preparation, fabrication, application, alteration erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work
for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work.

(4) Scope of work under this trade shall include **firestopping or fireproofing** technicians, & apprentice engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, selfleveling firestop sealant, trowelable firestop compound firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materia such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment on job premises. The types of work shall include but not be limited to: top of wall, curtainwall, fireratad wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing.

APPRENTICE RATIO:
One (1) Apprentice to four (4) Journeymen.

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IRONWORKERS (2)					
Journeymen		$22.94	$3.40	$1.78	$ 28.12
Foremen		24.94	3.40	1.78	30.12
General Foremen		26.94	3.40	1.78	32.12
Apprentices:					
First 6 months	(1000 Hrs)	$11.47	$ -	$ -	$ 11.47
Second 6 months	(1000 Hrs)	12.62	0.00	0.00	12.62
Third 6 months	(1000 Hrs)	13.76	0.00	0.00	13.76
Fourth 6 months	(1000 Hrs)	14.91	3.40	0.00	18.31
Fifth 6 months	(1000 Hrs)	16.06	3.40	0.00	19.46
Sixth 6 months	(1000 Hrs)	17.20	3.40	0.00	20.60
Seventh 6 months	(1000 Hrs)	18.35	3.40	0.00	21.75
Eighth 6 months	(1000 Hrs)	19.50	3.40	0.00	22.90

Diving Pay 0 to 33 feet deep add Journeyman wages plus $5.00
Diving Pay 34 to 66 feet deep add Journeyman wages plus $5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Includes erection and installation of all bridges, structural, ornamental, reinforcing, posttentioning and miscellaneous irons; including but not limited to the following: bridges (all types), rails, cables, catwalks and miscellaneous metals; structural (all types), bar joists, corrugated sheets on steel decking, monorails, prefabricated metal buildings, bridging, skylights, space frames, stairs, towers, hoists (all types), standing seam metal roofs, heavy rigging, ornamental iron, gates, art work, and fences; reinforcing and posttentioning (all types), rebar, cables and wire mesh; curtain walls, window walls, sealants and caulking, precast and tilt walls, ribbon wall systems, cladding, column covers, electric and manual doors (all types), elevator fronts, store fronts, escalators and trim, windows, fencing (all types), handrails, hardware and screens, rolling overhead doors, cranes and hoists, conveyors (all types), and all miscellaneous metals.

(3) Apprentices must be registered with a certified State of Florida Department of Labor - Bureau of Apprenticeship and Training Program

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices.

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LABORERS, COMMERCIAL CONSTRUCTION				
General Laborer (2)	$12.25	$2.45	$1.57	$ 16.27
Semi-Skilled Laborer (3)	12.90	2.45	1.57	16.92
Laborer Foremen	13.90	2.45	1.57	17.92
General Laborer Foremen	15.40	2.45	1.57	19.42
Landscape Laborer and Maintenance	12.25	2.45	1.57	16.27

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) General laborers work include unloading and stockpiling on the ground plastering and/or masonry material

(3) Mason and Plasterer Tenders, concrete placement - patchmen and finish tenders, scaffold builders, strippers and wreckers, electric and air-hammers, concrete grinders, saws, coring machines, nozzle and hoppers and mixers, cutting torch, hydro - blasting, chain saws.

NOTE:
Add $0.50 per hour to the per hour wage rate if power tools are used.

Add $0.25 per hour to the per hour wage rate if freshly creosoted lumber or hot mostic materials are handled.

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)				
Journeymen	$24.38	$3.30	$5.95	$ [illegible]
Foremen	26.38	3.30	5.95	[illegible]
General Foremen	27.38	3.30	5.95	[illegible]
Apprentices:				
First year (6 months)	$14.63	$3.30	$5.95	$ [illegible]
Second year (6 months)	15.85	3.30	5.95	[illegible]
Third year (6 months)	17.07	3.30	5.95	[illegible]
Fourth year (6 months)	18.29	3.30	5.95	[illegible]
Fifth year (6 months)	19.50	3.30	5.95	[illegible]
Sixth year (6 months)	20.72	3.30	5.95	[illegible]
Seventh year (6 months)	21.94	3.30	5.95	[illegible]
Eight year (6 months)	23.16	3.30	5.95	[illegible]
Journeymen Divers (3)	$29.74	$3.30	$5.95	$ [illegible]
Foremen (Divers)	32.24	3.30	5.95	[illegible]
Foremen (11 or more workers)	34.74	3.30	5.95	[illegible]
Diver Tenders	26.74	3.30	5.95	[illegible]

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Includes all work historically related to the unloading, hoisting, rigging skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories structures; be it powered or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as power plants, water and sewage treatment, garbage waste and recycling plants, alumi processing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, hydraulic escape door and an and all component parts thereto, either assembled, semi-assembled, or dissembled. Such work includes, but is not limited t the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all typ sizes, and their supports, escalators, man lifts, moving sidewalks, hoists, dumb waiters, all types of feeding machinery amusement devices, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drive directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot splicing of ropes, cables, boarding ramps, and air bridges; underwater installation, repair and inspection of pipelines, water and sewage systems, suction and discharge lines and all underwater work not incidental to pilediving and bridge carpenter.

(3) Except the divers incident to pilediving and bridge carpentry are covered by that schedule.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen after three (3) Journeymen and a Foreman have been hired

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OPERATING ENGINEERS, BUILDING WORK				
BUILDING (Work within 5 ft. line of building).				
CLASS A	$ 25.50	$ 3.90	$ 3.00	$ 32.40
Cranes and Derricks				
Hoists (2&3 drum only)				
Utility Operators (grouped misc. equipt.)				
CLASS B	$ 23.70	$ 3.90	$ 3.00	$ 30.60
Graders, Finish, Drill Rig, Truck Mounted, Watson Class				
CLASS C	$ 22.09	$ 3.90	$ 3.00	$ 28.99
Dragline				
Grader, Rough				
Concrete Pumps (truck mounted and placing booms)				
CLASS D	$ 20.00	$ 3.90	$ 3.00	$ 26.90
Backhoes (track, rubber tires, etc..)				
Hyd. Crane (under 15 tons)				
Truck Mounted Hyd. Boom				
Bulldozers, Excavator,Mini Excavator				
Pavement Breakers				
Travel Lift				
Trenching Machine				
Gradall				
Front-End Loaders and "Bobcats"				
Welder				
Mechanic				
Drill Rig, Truck mounted (Sterling Class)				
CLASS E	$ 19.44	$ 3.90	$ 3.00	$ 26.34
Batching Plant				
Boring Machine				
Concrete Pump (trailer mounted)				

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OPERATING ENGINEERS, BUILDING WORK				
CLASS E Continued Hoists (electric, hyd., air) personnel, material, tugger Inside Elevators Forklift Spreading/Finishing Mach. All other power equipment not specified.	$ 19.44	$ 3.90	$ 3.00	$ 26.34
CLASS F Rollers Compressor (over 250 CFM) Utility Oper. (less than 6 pcs. Equip.) Pumps/Dewatering (4"+) Tractors Driver (misc. trucks) Welding Machines (3 or more) Scrapers and Off-Road Trucks	$ 18.35	$ 3.90	$ 3.00	$ 25.25
CLASS G Oiler/ Driver/Signalman	$ 17.90	$ 3.90	$ 3.00	$ 24.80
CLASS H Oiler, Crawler Crane Mechanic Helper	$ 16.69	$ 3.90	$ 3.00	$ 23.59

Apprentices: Must be under the supervision of a Journeyman (Ratio (3) apprentices to (1) Journeyman)

First 6 months	$ 10.61	$ 3.90	$ 3.00	[illegible]
Second 6 Months	$ 11.67	$ 3.90	$ 3.00	[illegible]
Third 6 months	$ 12.73	$ 3.90	$ 3.00	[illegible]
Fourth 6 months	$ 13.76	$ 3.90	$ 3.00	[illegible]
Fifth 6 months	$ 15.92	$ 3.90	$ 3.00	[illegible]
Sixth 6 month	$ 18.04	$ 3.90	$ 3.00	[illegible]

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PAINTERS & ALLIED TRADES				
Journeymen Painters:				
Commercial/Residential	$ 16.00	$ 2.55	$ 1.25	$ 19.80
Industrial	18.00	3.60	1.25	22.85
Bridges, Nuclear Power Sites:	20.00	3.60	1.25	24.85
Apprentices:				
First 6 months	$ 10.40	$ 2.55	$ 0.10	$ 13.05
Second 6 months	11.20	2.55	0.10	13.85
Third 6 months	12.00	2.55	0.10	14.65
Fourth 6 months	12.80	2.55	0.10	15.45
Fifth 6 months	13.60	2.55	0.10	16.25
Sixth 6 months	14.40	2.55	0.10	17.05
Seventh 6 months	15.20	2.55	0.10	17.85
Eighth 6 months	15.20	2.55	0.10	17.85

Chargeperson; (working up to 5 employees; add 1.00 per hour)
Chargeperson; (working 6 or more employees; add $1.50 per hour)
General Foreman; 1.00 per hour above highest paid chargeperson.

PAINTERS
Work will include, but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concret floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metallizing, flame spray, the application of Exterior Insulating Finishing Systems; each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but nc to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.; all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; the inspection of all coatings and/or coating systems during their applications will be performed painters, allied trade and their apprentices. All material applied to walls/ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including al papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., acrovin and plastic wall coverings and accessories; and any and all preparations of walls and ceilings etc.
(1) Per hour health benefit includes hospitalization, medical and life insurance.

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WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PILEDRIVERS, BRIDGE CARPENTERS & DIVERS (2)				
Journeymen Piledrivers and Bridge Carpenters	$ 20.55	$ 3.30	$ 4.65	$ [illegible]
Foremen (10 or less workers)	23.05	3.30	4.65	[illegible]
Foremen (11 or more workers)	23.55	3.30	4.65	[illegible]
Journeymen Divers	$ 26.72	$ 3.30	$ 4.65	$ [illegible]
Foremen (10 or less workers)	28.72	3.30	4.65	[illegible]
Foremen (11 or more workers)	30.72	3.30	4.65	[illegible]
Diver Tenders	20.55	3.30	4.65	[illegible]
Apprentices:				
First year	$ 12.33	$ 3.30	$ 4.65	$ [illegible]
Second Year	14.39	3.30	4.65	[illegible]
Third Year	16.44	3.30	4.65	[illegible]
Fourth Year	18.50	3.30	4.65	[illegible]

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices; weights for piers, caissons, and test piles; splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring fender lines of any material described above; spotting, aligning, monitoring, plumbing, and leveling, of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms, or barges, or any kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the jobsite; the fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite; and all underwater work incidental to piledriving and bridge carpentry.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

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§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PIPEFITTERS, AIR CONDITIONING & REFRIGERATION (2)				
RESIDENTIAL, LIGHT COMMERCIAL, AC UP TO 5 TONS (R4)				
Journeymen	$14.39	$4.60	$1.00	$19.99
Foremen	16.55	4.60	1.00	22.15
General Foremen	17.27	4.60	1.00	22.87
Apprentices:				
First Year (Probationary)	$ 11.41	$ -	$ -	$ 11.41
Second year	12.26	4.60	0.00	16.86
Third year	15.74	4.60	0.00	20.34
Fourth year	19.81	4.60	2.04	26.45
Fifth year	22.53	4.60	2.22	29.35
Pre Apprentice	9.50	0.00	0.00	9.50
COMMERCIAL, AC UP TO 20 TONS (R3)				
Journeymen	$ 17.10	$4.60	$2.80	$ 24.50
Foremen	19.67	4.60	2.80	27.07
General Foremen	20.52	4.60	2.80	27.92
INDUSTRIAL, COMMERCIAL LIMITED, AC UP TO 100 TONS (R2)				
Journeymen	$ 21.17	4.85	$3.39	$ 29.41
Foremen	24.35	4.85	3.39	32.59
General Foremen	25.40	4.85	3.39	33.64
INDUSTRIAL, COMMERCIAL UNLIMITED, AC OVER 100 TONS (R1)				
Journeymen	$ 26.60	$ 4.85	$3.75	$ 35.20
Foremen	30.59	4.85	3.75	39.19
General Foremen	33.25	4.85	3.75	41.85

(1) Per hour health benefit includes hospitalization, medical and insurance.
(2) Includes heating.
APPRENTICE RATIO:
Construction (R1) - One (1) Apprentice to two (2) Journeymen.
Service (R1) - One (1) Apprentice to one (1) Journeyman.
(R2), (R3), (R4) - One (1) Apprentice to one (1) Journeyman.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PLUMBERS				
JOURNEYMAN RATIO:				
(one Journeyman to two Apprentices)				
Journeymen	$ 24.02	$ 4.45	$2.75	$ 31.22
Foremen	26.90	$ 4.45	$2.75	34.10
General Foremen	28.82	$ 4.45	$2.75	36.02
Apprentices:				
First year	$ 10.81	$ 4.45	$ -	$ 15.26
Second year	12.61	$ 4.45	$1.40	18.46
Third year	14.41	$ 4.45	$1.40	20.26
Fourth year	16.21	$ 4.45	$1.40	22.06
Fifth year	18.02	$ 4.45	$1.40	23.87
Apprentice Applicants:	$ 8.65	$ 1.00	$ -	$ 9.65

APPRENTICE RATIO:
One (1) Journeyman to two (2) Apprentices

(1) Per hour health benefit includes hospitalization, medical and life insurance.
Job descriptions included: The installation of appliances, piping and plumbing fixtures to done by plumbers, plumbers apprentices and apprentice applicants. All job site unloading from tailgate and after all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers, plumbers apprentices and apprentice applicants. Also included, where required, cement under tubs. All cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hose for tests. Where required, cover fixtures for protection. Where required, all grouting of all fixtures. Cementing of all plumbing pipe chases and sleeves.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ROOFERS, WATERPROOFERS & ALLIED WORKERS (2)				
Journeymen Roofers, Damp & Waterproof Workers	$ 15.20	$ 4.90	$ 2.00	$ 22.10
Foreman	16.20	4.90	2.00	23.10
Apprentices (Roofers, D. & W. Workers): (4)				
First Year (1200 Hours)	$ 8.36	$ 4.90	$ 2.00	$ 15.26
Second Year (1200 Hours)	9.88	4.90	2.00	16.78
Third Year (1200 Hours)	11.40	4.90	2.00	18.30

(1) Per hour health benefit includes hospitalization, and medical insurance.

(2) The duties of a Journeyperson shall include all work on the following: (a) Slate & Tile Roofs (b) Composition Roof, (c) All forms of Elastomeric and/or Plastic Roofing System, both sheet & liquid. (d) All Tear-off and /or Removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid or any materials coming under the scope of jurisdiction as outlined.

APPRENTICE RATIO:
One (1) Apprentice to one (1) Journeyman on tile roofs

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SHEET METAL WORKERS (2)				
Journeymen	$ 22.51	$ 4.44	$ 5.21	$ [illegible]
Foremen	24.76	4.44	5.21	[illegible]
General Foremen	25.89	4.44	5.21	[illegible]
Apprentices:				
First 6 months	$ 11.26	$ 4.44	$ 2.61	$ [illegible]
Second 6 months	12.38	4.44	2.87	[illegible]
Third 6 months	13.51	4.44	3.13	[illegible]
Fourth 6 months	14.63	4.44	3.39	[illegible]
Fifth 6 months	15.76	4.44	3.65	[illegible]
Sixth 6 months	16.88	4.44	3.91	[illegible]
Seventh 6 months	18.01	4.44	4.17	[illegible]
Eighth 6 months	19.13	4.44	4.43	[illegible]

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

(2) Includes: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems, regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SIGN/DISPLAY & ALLIED TRADES				
DECORATORS				
Show (Decorators) Journeymen				
Class A	$ 19.70	$ 3.60	$ 3.83	$ 27.13
Class B	12.81	3.60	0.00	16.41
Show Display Workers	10.40	0.00	0.00	10.40
Show Utility Workers	7.50	0.00	0.00	7.50
SIGN/DISPLAY				
Shop (Display)				
Builder Journeymen	$ 15.45	$ 1.50	$ 1.00	$ 17.95
Shop (Display Builders)	12.97	1.50	1.00	15.47
Shop (Sign Painters)				
Journeymen	15.45	2.66	1.00	19.11
Shop (Spray Painters)				
Journeymen	14.22	2.66	1.00	17.88
Seamstresses	9.75	1.50	1.00	12.25

(1) Per hour health benefit includes hospitalization, medical and life insurance.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SPRINKLER FITTERS				
Construction less than 13 stories and less than 150,000 sq. ft. All warehouses.				
Journeymen	$ 22.15	$ 6.75	$ 4.60	$ 33.50
Foremen (4 or less workers)	23.65	6.75	4.60	35.00
Foremen (5 or more workers)	24.15	6.75	4.60	35.50
General Foreman	26.15	6.75	4.60	37.50
Apprentices:				
First year	$ 11.70	$ 6.75	$ 1.50	$ 19.95
Second year	12.87	6.75	1.50	21.12
Third year	14.04	6.75	1.50	22.29
Fourth year	16.61	6.75	4.60	27.96
Fifth year	18.83	6.75	4.60	30.18
Construction 13 stories or more and 150,000 sq. ft. or more.				
Journeymen	$ 23.40	$ 6.75	$ 4.60	$ 34.75
Foremen (4 or less workers)	24.90	6.75	4.60	36.25
Foremen (5 or more workers)	25.40	6.75	4.60	36.75
Gen. Foreman (15 or more workers)	27.40	6.75	4.60	38.75
Apprentices:				
First year	$ 11.70	$ 6.75	$ 1.50	$ 19.95
Second year	12.87	6.75	1.50	21.12
Third year	14.04	6.75	1.50	22.29
Fourth year	17.55	6.75	4.60	28.90
Fifth year	19.89	6.75	4.60	31.24
Helper	$ 10.00	$ -	$ -	$ 10.00

Apprentices Ratio: One (1) Apprentice for every two (2) Journeymen
(1) Per hour health benefit includes hospitalization, medical, and life insurance.

HELPER RATIO:
One (1) Helper for first two (2) Journeymen, and
One (1) Helper for every additional two (2) Journeymen.

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2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

The Department of Business Development
Contract Review and Compliance Division
The Stephen P. Clarke Building
111 N.W. 1st Street 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-2343

Kenny Scott
Business Manager
Financial Secretary-Treasurer

PIPEFITTERS LOCAL UNION 725

13185 NW 46th Avenue
Miami, Florida 33054
www.ua725.org

Dade: (305) 681-8598
Broward: (954) 523-2424
Fax: (305) 688-1139

Jim Taylor
Business Agent

August 3, 2007

Mr. Steve Jordan
The Poole & Kent Company
1781 NW North River Drive
Miami, FL 33142

Dear Mr. Jordan:

Our records indicate that there are presently twenty-nine (29) members referred to and employed by The Poole & Kent Company from Local Union 725. The breakdown by race and gender is as follows:

Black	15
Caucasian	9
Hispanic	5
Total:	29
Male	29
Female:	-0-
Total:	29

If you need any additional information, please do not hesitate to contact this office.

Sincerely,

Kenneth E. Scott, Jr.
Business Manager/
Financial Secretary-Treasurer

KES/jr

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MANDATORY CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES RESULTING FROM THE CONSTRUCTION OR IMPROVEMENTS ON COUNTY PROPERTY
(RESOLUTION NO. R-937-98 as amended by RESOLUTION NO. R-1145-99)

Contract No. S-816 Date: 8/6/07
Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7
Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Steven C. Jordan who, after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Company of Florida
(Legal Name, Corporation, Partnership, Firm, Individual)
(hereinafter called bidder) located at 1781 NW North River Drive, Miami, FL 33125
(Address, City, State)
and that said bidder or respondent **has read the following information.**

The procedures direct the contractor to forward a notice of job vacancy(ies) (form attached) created as a result of this construction work to the Director of the Employee Relations Department, located at Stephen P. Clark Center, 111 NW 1st Street, Suite 2110, Miami, Florida 33128. The job vacancy notices should be delivered within 10 working days following the award of the contract. (A contract is considered awarded effective ten days after the date of the Board of County Commissioners meeting.) The Director of the Employee Relations Department will in turn distribute said job announcements to all Miami-Dade County facilities participating in the notification requirements of this Resolution.

Witness: _____ (Signature) _____ (Signature)

By: _____ (Signature) Steven C. Jordan, President & CEO (Legal Name and Title)

The foregoing instrument was acknowledged before me this 6th day of August, 2007.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent of FL.

(X) a corporation ( ) partnership ( ) joint venture
on behalf of the ( ) corporation ( ) partnership ( ) joint venture

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

Notary Seal:
Notary Signature: _____ Type or print name: Christine Mendez

CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

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AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

Project No. S-816
Project Name: South District Wastewater Treatment Plant
Oxygenation Train No. 7
State of Florida)
) SS
County of Miami-Dade)

Before me, the undersigned authority, authorized to administer oaths and take, acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of:
Poole and Kent Company of Florida
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or proposer located at:
1781 NW North River Drive, Miami, FL 33125
(address, city, state)
and that said bidder or proposer has a current Affirmative Action Plan and/or Procurement Policy, as required by Ordinance 87-32 and/or 98-30, processed and approved for filing with the Miami Dade County Department of Business Development (DBD) under the file No. 5239 and the expiration date of April 30, 2008.

Witness: _____ (Signature)
Witness: _____ (Signature)

_____ (Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 6th day of August, 2007

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
by: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
by: Steven C. Jordan having the title of President & CEO
with Poole and Kent Company of Florida,
(XX) a Delaware corporation ( ) partnership ( ) joint venture.
on behalf of the ( ) corporation ( ) partnership ( ) joint venture
He/She is (✓) personally known to me, or
( ) has produced _____ as identification.

Notary signature: _____
Type or print name: Christine Mendez
Notary Seal:

CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

Please note:
Ordinance 87-32 requires that all properly licensed architectural, engineering, landscape architectural, and surveyors and mappers have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms the have Board of Directors that are representative of population the make-up of the nation are exempt.

For questions regarding these requirements contact the Department of Business Development at 305-523-2100

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No._____
Project Name:_____

State of_____)
) SS
County of_____)

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

_____

(legal name, corporation, partnership, firm, individual) hereinafter called the bidder or proposer located at:

_____

(address, city, state)

and that said bidder or proposer has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder or proposer has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____

Witness:_____ _____
(Signature) (Signature)

Witness:_____ By:_____
(Signature) (Legal Name and Title)

The foregoing instrument was acknowledged before me this____day of _____, 20____
FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by:_____having the title of_____
with_____,
( ) a_____corporation ( ) partnership ( ) joint venture.
on behalf of the ( ) corporation ( ) partnership ( ) joint venture
He/She is ( ) personally known to me, or
( ) has produced _____ as identification.

Notary signature:_____
Type or print name:_____
Notary Seal:

Please note: Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have Boards of Directors that are representative of the make-up of the nation are exempt. For questions regarding these requirements contact the Department of Business Development at 305-523-2100

This affidavit must be properly executed by the bidder and included in the proposal/bid

MIAMI-DADE COUNTY
BOARD OF DIRECTORS DISCLOSURE FORM
(Ordinance 98-30)

Date: 8/6/07

Project No. S-816

Project Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Bidder/Proposer: Poole and Kent Company of Florida
(legal name, corporation, partnership, firm)

Board Member	Term Expiration	Company/Organization	Telephone Number	Race/Ethnicity/Gender
R. Kevin Matz	NDS	Poole and Kent Company of Florida	305-325-1930	Caucasian / Male

This form must be submitted to Miami-Dade County's Department of Business Development

APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED INFORMATION

[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding $10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding $10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by Miami-Dade Water & Sewer Department (insert the name of the Owner), which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that:

(1) I XX have / _____ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and

(2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I XX have / _____ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding $10,000. I also agree that I will retain such certifications in my files.

_____ 8/6/07

(Signature of Authorized Official) (Date)

Steven C. Jordan, President & CEO

(Name and Title of Authorized Official [Print or Type])

Poole and Kent Company of Florida

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

1781 NW North River Dr, Miami, FL 33125 (305) 325-1930

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

75-3163466

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding $10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding $10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by Miami-Dade Water & Sewer Dept., (insert the name of the Owner) which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding $10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official) 8/6/07 (Date)

Steven C. Jordan, President & CEO

(Name and Title of Authorized Official [Print or Type])

Poole and Kent Company of Florida

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

1781 NW North River Dr, Miami, FL 33125 (305) 325-1930

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

75-3163466

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

Poole & Kent
Mechanical Contractors
An EMCOR Company

Poole & Kent Company of Florida
1781 N.W. North River Drive
Miami, FL 33125
P.O. Box 420555
Miami, FL 33242

Phone: 305.325.1930
Fax: 305.324.0522

August 7, 2007

Miami-Dade Water and Sewer Department
3071 SW 38th Avenue
Miami, FL 33146

Attn: John W. Renfrow, P.E.

Re: South District Waste Water Treatment Plant
Oygenation Train No. 7 Contract S-816

We hereby request bid consideration due to our participation in the Mentor-Protege Program.

Sincerely,

POOLE AND KENT COMPANY OF FLORIDA

Steven C. Jordan
President & CEO

SJ/cm

www.pkflorida.com

ATTACHMENT "A"

ATTACHMENT "A"

REVISED: JUNE 29, 2004

ATTACHMENT "A"

MIAMI-DADE WATER AND SEWER DEPARTMENT BIDDERS SUBMITTAL CHECK LIST
THIS CHECK LIST IS PROVIDED AS A GUIDE TO ATTACHMENT " A".
IT IS INTENDED TO ASSIST YOU WITH THE REQUIRED SUBMITTALS.
READ EACH ATTACHED FORM CAREFULLY, AND FILL OUT WHAT APPLIES TO YOUR COMPANY.

Contract No. S-816 Company Name Poole and Kent Company of Florida

Item ORDINANCES AND RESOLUTIONS	√	EFFECTIVE DATE Comments
Affirmative Action Plan/Procurement Policy Affidavit (1 Page) (Ordinances 82-37 and 98-30)	√	March 1st, 1998 Annual gross revenues in excess of $5,000,000
Affirmative Action Plan Exemption Affidavit (2 Pages) (Ordinance 98-30)	√	Same as above
Bidder's Affidavit (Debarment) (1 Page) [Dade County Code Sec. 10-38] (Ordinance 93-129, as amended by Ordinances 97-52, 98-107, and 00-18)	√	November 26th, 1993, Amended May 30th, 1997, July 31st, 1998 and February 18th, 2000
Code of Business Ethics Affidavit (1 Page) [Dade County Code Sec. 2-8.1 (l)] (Ordinance 01-96)	√	June 3rd, 2001
Criminal Record Affidavit (Felony) (2 Pages) [Dade County Code Sec. 2-8.6] (Ordinance 94-34, as amended by Ordinance 00-30)	√	March 13th, 1994 Amended March 5th, 2000 - Incorporates Debarment Provisions and makes it a condition of award
Disability Non-Discrimination Affidavit (1 Page) (Resolution R-385-95, as amended by Resolution R-182-00)	√	April 4th, 1995, Amended March 5th, 2000 Incorporates Debarment Provisions and makes it a condition of award
Due Fees or Taxes Paid Affidavit (1 Page) [Dade County Code Sec. 2-8.1 (c)] (Ordinance 95-178, as amended by Ordinance 00-30)	√	October 15th, 1995, Amended March 5th, 2000 Incorporates Debarment Provisions and makes it a condition of award
Employment - Domestic Violence Leave Affidavit (1 Page) [Dade County Code Sec.11A-60 thru 67] (Ordinance 99-5, as amended by Resolution R-185-00)	√	January 31st, 1999, Amended March 5th, 2000 Incorporates Debarment Provisions and makes it a condition of award
Employment-Drug-Free Workplace Affidavit (1 Page) [Dade County Code Sec. 2-8.1.2] (Ordinance 92-15, as amended by Ordinances 93-113 and 00-30)	√	April 16th, 1992, Amended October 29th, 1993 Amended March 5th, 2000 Incorporates Debarment Provisions and makes it a condition of award
Employment-Family Leave Plan Affidavit (1 Page) [Dade County Code Sec. 11A-29 thru 33] (Ordinance 91-142, as amended by Resolution R-1499-91, Repealed and replaced by Ordinance 97-17, as amended by Resolution R-183-00)	√	March 26th, 1992, Amended (R-1499-91) March 7th, 1997 - Repeals and replaces Chapter 11A regarding discrimination Amended March 5th, 2000 - Incorporates Debarment Provisions and makes it a contractual obligation

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Revised 6/29/04

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MIAMI-DADE WATER AND SEWER DEPARTMENT BIDDERS SUBMITTAL CHECK LIST
THIS CHECK LIST IS PROVIDED AS A GUIDE TO ATTACHMENT " A".
IT IS INTENDED TO ASSIST YOU WITH THE REQUIRED SUBMITTALS.
READ EACH ATTACHED FORM CAREFULLY, AND FILL OUT WHAT APPLIES TO YOUR COMPANY.

Contract No. S-816 Company Name Poole and Kent Company of Florida

Item ORDINANCES AND RESOLUTIONS	√	EFFECTIVE DATE Comments
Fair Wage Affidavit (1 Page) [Dade County Code Sec. 2-11.16] (A.O. 3-24) (Ordinance 77-17, Repealed and replaced by Ordinances 90-90, 90-123 and 90-143, as amended by Ordinances 95-183 and 99-158 and Resolution R-856-00)	√	March 25th, 1977 January 9th, 1991 – Repeals and replaces Section 2-11.16. Amended October 27th, 1995, November 26th, 1999, and August 4th, 2000
Mandatory Clearinghouse For Posting Notice of Job Opportunities (2 Pages) (Resolution R-937-98, as amended by Resolution R-1145-99)	√	July 31st, 1998, Amended October 29th, 1999 Making it Mandatory
Obligation Affidavit - (A.O. 3-29) (1 Page) [Dade County Code Sec. 2-8.1 (h)] (Ordinances 99-162 and 00-67, Resolution R-531-00, as amended by Ordinance 01-94)	√	June 2nd, 2000 Applies to any arrearage that exceeds $25,000 and has been delinquent for more than 180 days (Reso. R-531-00 approves A.O.) Amended June 1st, 2001
Office of Miami-Dade County Inspector General (IG) Affidavit (1 Page) [Dade County Code Sec. 2-1076]	√	December 26th, 1997, Amended June 18th, 1999 and October 29th, 1999, Amended November 12th, 1999 - Removes Sunset Amended August 4th, 2000 and July 20th, 2001, Form language revised – June 29, 2004
Public Entity Crimes Affidavit (2 Pages) [Florida Statute Sect. 287.133 (3) (a)]	√	July 1st, 1989
Subcontractors and Suppliers Listing (SUB 100) (1 Page) [Dade County Code Secs. 2-8.1 (f) & 10-34] (Ordinance 97-104, as amended by Ordinances 98-031 and 00-30)		July 18th, 1997, Amended March 1st, 1998 and March 5th, 2000 Makes it a condition of award
Reporting Subcontracting Policies and Procedures [Dade County Code Sec. 2-8.8 (4)] (Ordinances 97-035, 98-031, 98-124, 98-159 and 02-121) FORM NOT INCLUDED	√	July 5th, 1997, Amended March 1st, 1998, September 18th, 1998 and November 15th, 1998, Amended July 19, 2002 - Removes Sunset
Disclosure Affidavit (2 Pages) [Dade County Code Sec. 2-8.1 (d) (2)] (Ordinances 88-121 and 90-133)	√	December 30th, 1988 Amended December 14th, 1990 (72 hours after notification) Also applicable to contract and/or blanket renewals
CSBE Participation (A.O. 3-22, as amended) (4 Pages) [Dade County Code Sec. 10-33.02] (Ordinances 97-52, 97-158, 99-31, 00-17, Resolution R-470-00, Ordinances 01-65 and 01-116, Resolution R-904-01, and Ordinance 01-158) 1) DBD 400 - Schedule of Intent Affidavit 2) DBD 303 - Unavailability Certificate 3) DBD 305A - Unavailability Due to Competitiveness 4) DBD M300 - Monthly CSBE Utilization Report		(IF APPLICABLE) May 30th, 1997 Amended October 3rd, 1997, March 28th, 1999, February 18th, 2000, May 5th, 2000, March 30th, 2001, July 20th, 2001, August 3rd, 2001, and October 5th, 2001

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Revised 6/29/04

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(ORDINANCES 82-37 AND 98-30)

Contract No. S-816 Date: December 7, 2007
Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7
Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or respondent located at: 1781 NW North River Dr., Miami, FL 33125
(address, city, state)
and that said bidder or respondent shall have, as a condition of award, an **Affirmative Action Plan and/or Procurement Policy**, as required by Ordinance 82-37 and/or 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD).

[redacted]

Witness: _____ (Signature)
Witness: _____ (Signature)

_____ (Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 2007.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Fl.
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (x) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD367524 EXPIRES 10/31/2008 BONDED THRU 1-888-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars to have an Affirmative Action Plan/Procurement Policy on file with the County. Firms that have Boards of directors that are representative of the population make-up of the nation are exempt.

For questions regarding these requirements contact the Department of Business Development at (305) 523-2100

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AFFIRMATIVE ACTION PLAN

EXEMPTION AFFIDAVIT
(ORDINANCE 98-30)

Contract No. _____ Date: _____
Contract Name: _____
Federal Employer Identification Number: _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____ who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: _____
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or respondent located at: _____
(address, city, state)
and that said bidder or respondent has a **Board of Directors** which is **representative of the population make-up** of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder or respondent has a current Board of Directors Disclosure form,(See attached) as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under the File No. _____ and the expiration date of _____.

Witness: _____ _____
(Signature) (Signature)
Witness: _____ By: _____
(Signature) (Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: _____ having the title of _____ with _____
( ) a corporation ( ) partnership ( ) joint venture
on behalf of the ( ) corporation ( ) partnership ( ) joint venture

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

Notary Seal:

Notary signature: _____ Type or print name: _____

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars to have an Affirmative Action Plan/Procurement Policy on file with the County.

Firms that have Boards of directors that are representative of the population make-up of the nation are exempt.

For questions regarding these requirements contact the Department of Business Development at (305) 523-2100

AFFIRMATIVE ACTION PLAN
EXEMPTION AFFIDAVIT (CONTINUED)
(Ordinance 98-30)

BOARD OF DIRECTORS DISCLOSURE FORM

Contract No.: S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Bidder or Proposer: Poole and Kent Company of Florida
(Legal Name, Corporation, Partnership, Joint Venture, Firm)

Federal Employer Identification Number: 75-3163466

Board Member	Term, Expiration	Title in Company	Telephone Number	Race/Ethnicity/Gender
R. Kevin Matz	NDS	Sole Director	305-325-1930	Caucasian / Male

This form must be submitted to Miami-Dade County Department of Business Development
Revised 3/1/98

BIDDER'S AFFIDAVIT
(ORDINANCE 93-129 as amended)
[Dade County Code Sec. 10-38]

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Steven C. Jordan who, after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Company of Florida
(legal name, corporation, partnership, firm, individual)
(hereinafter called bidder) located at: 1781 NW North River Dr, Miami, FL 33125
(address, city, state)
and that said bidder or respondent states that neither he/she, or his agents, officers, principals, stockholders, subcontractors or their affiliates **are not debarred** by Miami-Dade County.

[redacted]

Witness: _____ (Signature)
Witness: _____ (Signature)

_____ (Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Fl.
(XX) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD367524 EXPIRES 10/31/2008 BONDED THRU 1-888-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

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CODE OF BUSINESS ETHICS AFFIDAVIT
(ORDINANCE 01-96)
[Dade County Code Sec. 2-8.1 (I)]

Contract No. S-816 Date: 12/7/07
Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7
Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Steven C. Jordan who, after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida
(Legal name, Corporation, Partnership, Firm, Individual)
(hereinafter called bidder) located at 1781 NW North River Drive, Miami, FL 33125
(Address, city, state)
and that said bidder or respondent

HAS ADOPTED A CODE OF BUSINESS ETHICS AND WILL COMPLY WITH ALL APPLICABLE GOVERNMENTAL RULES AND REGULATIONS INCLUDING, AMONG OTHERS, THE MIAMI-DADE COUNTY CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE AND THE MIAMI-DADE COUNTY FALSE CLAIMS ORDINANCE.

Failure to comply with the requirements of the above Ordinance/Administrative Order as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

Witness: Margarita Camacho
(Signature)
Witness: Carla Woodall
(Signature)

(Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 2007.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Flori
(XX) a corporation ( ) partnership ( ) joint venture
on behalf of the (XX) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

Revised 6/03/01

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(ORDINANCE 94-34 as amended)
[Dade County Code Sec. 2-8.6]

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: Poole and Kent Co. of FLorida
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or respondent located at: 1781 NW North River Drive, Miami, FL 33125
(address, city, state)
and that said bidder or respondent attests that as of the date of bid submission:

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

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

Failure to disclose such conviction may result in the contract being terminated or declared void, and/or in debarment by Miami-Dade County of those persons or entities who knowingly fail to make the required disclosure or falsify information.

When the Bidder is a Corporation:

Poole and Kent Company of Fl.
(Print name of corporation)

By: _____
(Signature of President or Vice-President and capacity)

Steven C. Jordan, President & CEO
(Print name of President or Vice-President and capacity)

1781 NW North River Drive
Miami, Fl 33125
(Business Address of Corporation)

(Corporate Seal)

When the Bidder is a Joint Venture:

_____
(Print name of Joint Venture)

By: _____
(Signatures of Joint Venturers)

_____
(Print names of Joint Venturers)

_____

_____
(Business Address of Joint Venture)

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CRIMINAL RECORD AFFIDAVIT (CONTINUED)

When the Bidder is a Partnership:

_____
(Print name of partnership)

By:_____
(Signatures of partners)

_____
(Print name of partners)

_____

_____
(Address)

When the Bidder is an Individual:

By: _____
(Signature of individual)

_____
(Print name of individual)

_____

_____
(Address)

Witness: _____
(Signature)

Witness: _____
(Signature)

_____
(Signature)

Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By:_____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Fl
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 888-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

DISABILITY NON-DISCRIMINATION AFFIDAVIT
(RESOLUTION R-385-95 AS AMENDED BY RESOLUTION R-182-00)

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: Poole and Kent Co. of FL hereinafter called the bidder or
(legal name, corporation, partnership, firm, individual)
respondent located at: 1781 NW North River Dr, Miami, FL and that said bidder or respondent is in
(address, city, state)
compliance with, and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 1210112213 and 47 U.S.C. Sections 225 and 611 including Title 1, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Failure to comply with the requirements of the above Ordinance/Resolution may result in the contract being terminated or declared void, and/or in debarment by Miami-Dade County of those persons or entities who knowingly violate this policy or falsify information.

Witness: _____ (Signature)

Witness: _____ (Signature)

_____ (Signature)

By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Fl
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ MY COMM. STATE OF FLORIDA COMMISSION # DD367524 EXPIRES 10/31/2008 BONDED THRU 1-888-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

Revised 3/5/00

DUE FEES OR TAXES PAID AFFIDAVIT
(ORDINANCE 95-178 as amended)
[Dade County Code Sec. 2-8.1 (c)]

Contract No. S-816 Date: 12/7/07
Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7
Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Steven C. JOrdan who, after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Company of Florida
(Legal name, Corporation, Partnership, Firm, Individual)
(hereinafter called bidder) located at 1781 NW North River Dr. Miami, FL 33125
(Address, city, state)
and that said bidder or respondent hereby declares that he/she
AS A CONTRACTOR OR ENTITY SEEKING TO TRANSACT BUSINESS WITH DADE COUNTY, THAT ALL DELINQUENT AND CURRENTLY DUE FEES OR TAXES (INCLUDING, BUT NOT LIMITED TO, REAL AND PERSONAL PROPERTY TAXES, CONVENTION AND TOURIST DEVELOPMENT TAXES, UTILITY TAXES, AND OCCUPATIONAL LICENSE TAXES) COLLECTED IN THE NORMAL COURSE BY THE DADE COUNTY TAX COLLECTOR AND COUNTY ISSUED PARKING TICKETS FOR VEHICLES REGISTERED IN THE NAME OF THE CONTRACTOR OR BUSINESS ENTITY, HAVE BEEN PAID.

Failure to comply with the requirements of the above Ordinance/Resolution may result in the contract being terminated or declared void, and/or in debarment by Miami-Dade County of those persons or entities who knowingly violate this policy or falsify information.

Witness: _____ (Signature)
Witness: _____ (Signature)

_____ (Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Fl
(xx) a corporation ( ) partnership ( ) joint venture
on behalf of the (xx) corporation ( ) partnership ( ) joint venture

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

CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

Notary Seal:

Notary signature: _____ Type or print name: Christine Mendez

Revised 3/5/00

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EMPLOYMENT - DOMESTIC VIOLENCE LEAVE PLAN AFFIDAVIT
(ORDINANCE 99-5 as amended)
[Dade County Code Sec. 11A-60 thru 67]

Contract No. S-816 Date: 12/7/07
Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7
Federal Employer Identification Number: 75-3163466
No. of Employees: 302

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida (legal name, corporation, partnership, firm, individual) hereinafter called the bidder or respondent located at: 1781 NW North River Dr, Miami, FL 33125 (address, city, state) and that said bidder or respondent, in compliance with Ordinance #99-5, as amended by Resolution #R-185-00, of the Code of Miami-Dade County, Florida, is providing the following information, and is in compliance with all items in the aforementioned ordinance.

An employee who has worked for the above firm for at least ninety (90) days and for at least three hundred and eight (308) hours of service with such employer during the last ninety (90) days shall be entitled to up to thirty (30) days of domestic leave during any twelve month period, for one or more of the following reasons when resulting from domestic or repeat violence: obtaining and receiving medical and/or dental assistance; obtaining and receiving legal assistance; attending court appearances; attending counseling or support services; and any other arrangements necessary to provide for the safety and well-being of an employee; without risk of termination of employment or employer retaliation.

Failure to comply with the requirements of the above Ordinance/Resolution may result in the contract being terminated or declared void, and/or in debarment by Miami-Dade County of those persons or entities who knowingly violate this policy or falsify information.

Witness: (Signature)
Witness: (Signature)

(Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Fl
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION #DD367524 EXPIRES 10/8/2008 BONDED THRU 1-888-NOTARY1
Notary signature: Type or print name: Christine Mendez

Revised 3/5/00

91

96

EMPLOYMENT-DRUG-FREE WORKPLACE AFFIDAVIT
(ORDINANCE 92-15 as amended)
[Dade County Code Sec. 2-8.1.2]

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who, after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Company of Florida
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or respondent located at: 1781 NW North River Drive, Mia, FL 33125
(address, city, state)
and that said bidder or respondent, in compliance with Ordinance #92-15, as amended, of the Code of Miami-Dade County, Florida, is providing a **drug-free workplace**. A written statement to each employee shall inform the employee about:

1 dangers of drug abuse in the workplace

2. the firm's policy of maintaining a drug-free environment at all workplaces.

3. availability of drug counseling, rehabilitation and employee assistance programs.

4. penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Failure to comply with the requirements of the above Ordinance/Resolution may result in the contract being terminated or declared void, and/or in debarment by Miami-Dade County of those persons or entities who knowingly violate this policy or falsify information.

Witness: Margarita Camacho (Signature)

Witness: Carla Woodall (Signature)

(Signature)

By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of F
(X) acorporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

CHRISTINE MENDEZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-800-NOTARY1

Notary Seal:

Notary signature: _____ Type or print name: Christine Mendez

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Revised 3/5/00

97

EMPLOYMENT-FAMILY LEAVE PLAN AFFIDAVIT
(ORDINANCE 97-17 as amended)
[Dade County Code Sec. 11A-29 thru 33]

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No.7

Federal Employer Identification Number: 75-3163466

No. of Employees: 302

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or respondent located at: 1781 NW North River Dr, Miami, FL 33125
(address, city, state)
and that said bidder or respondent, in compliance with Ordinance #97-17, as amended, of the Code of Miami-Dade County, Florida, is providing the following information, and is in compliance with all items in the aforementioned ordinance.

An employee who has worked for the above firm for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

Failure to comply with the requirements of the above Ordinance/Resolution may result in the contract being terminated or declared void, and/or in debarment by Miami-Dade County of those persons or entities who knowingly violate this policy or falsify information.

Witness: Margarita Camacho
(Signature)

Witness: Carla Jordan
(Signature)

(Signature)

By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of FL
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD367524
EXPIRES 10/31/2008
BONDED THRU 1-888-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

Revised 3/5/00

93

98

FAIR WAGE AFFIDAVIT
(ORDINANCES 90-90, 90-123, and 90-143 as amended)
[Dade County Code Sec. 2-11.16] (A.O. 3-24)

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or respondent located at: 1781 NW North River Dr. Miami, FL 33125
(address, city, state)
and that said bidder or respondent shall pay workers on the project **minimum wage rates** in accordance with Ordinances No. 90-90, 90-123, and 90-143, as amended, Section 2-11.16 of the Dade County Code, and the Labor Provisions of the contract documents.

Witness: _____ (Signature)
Witness: _____ (Signature)

_____ (Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of FL
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD367524 EXPIRES 03/31/2008 1-800-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

Revised 8/04/00

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99

MANDATORY CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES RESULTING FROM THE CONSTRUCTION OR IMPROVEMENTS ON COUNTY PROPERTY
(RESOLUTION NO. R-937-98 AS AMENDED BY RESOLUTION NO. R-1145-99)

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Steven C. Jordan who, after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida
(legal name, corporation, partnership, firm, individual)
(hereinafter called bidder) located at: 1781 NW North River Drive, Miami, FL 33125
(address, city, state)
and that said bidder or respondent **have read the following information.**

The procedures direct the contractor to forward a notice of job vacancy(ies) (form attached) created as a result of this construction work to the Director of the Employee Relations Department, located at Stephen P. Clark Center, 111 NW 1st Street, Suite 2110, Miami, Florida 33128. The job vacancy notices should be delivered within 10 working days following the award of the contract, or no later than five days after the start of construction. (A contract is considered awarded effective ten days after the date of the Board of County Commissioners meeting.) The Director of the Employee Relations Department will in turn distribute said job announcements to all Miami-Dade County facilities participating in the notification requirements of this Resolution.

Witness: _____ (Signature)
Witness: _____ (Signature)

_____ (Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of FL
(XX) a corporation ( ) partnership ( ) joint venture
on behalf of the (XX) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD367524 EXPIRES 10/31/2008 BONDED THRU ATLANTIC BONDING

Notary signature: _____ Type or print name: Christine Mendez

Revised 10/29/99

98

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MIAMI-DADE COUNTY
EMPLOYEE RELATIONS DEPARTMENT
CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY

Resolutions No. R-937-98 and R-1145-99

JOB ORDER REQUEST FORM
TELEPHONE (305) 375-2474 . FAX (305) 375-4138

EMPLOYER'S INFORMATION CONTRACT/PROJECT NO. : S-816

Federal Identification # 75-3163466

Business Name: Poole and Kent Company of FL Type of Business: General Contractor

Business Address: 1781 NW North River Drive City Miami State FL Zip Code 33125

Telephone # 305-325-1930 Fax # 305-324-0522 e-mail Address christinem@pkflorida.com

Contact Person: Christine Mendez

JOB INFORMATION - APPLICATIONS ACCEPTED UNTIL _____

Would you like to advertise this position on the Internet, Yes __ No __ Number of Openings ____

Job Site Location _____

Position Available (please use one form per available classification) _____

Hourly Rate: $ _____

Experience Required: None ____ Will Train ____ How Many Month(s) or Year(s) _____

Education Required: None __ HS Diploma/ GED __ Associates __ Bachelors __ Masters __ Ph.D. __

Duration of Job: Permanent ____ Temporary/ How Long _____ Full Time/ Part Time ____

Language(s) Required: English _____ Creole _____ Spanish _____ Other _____

Drivers License Required: None _____ E- Regular _____ CDL (A, B OR C) _____

Describe Job Duties (Knowledge, Skills, & Abilities):

_____

_____

_____

_____

Deadline to apply: No __ Yes (When)? _____ Fringe Benefits ____ Yes ____ No

Contact by: Phone __ Fax Resume __ Mail Resume __ Apply in person (Day & Hours) _____

FOR OFFICE USE ONLY

Date Received _____ Time Received _____

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OBLIGATION AFFIDAVIT
(ORDINANCE 99-162 as amended)
[Dade County Code Sec. 2-8.1 (h)] (A.O. 3-29)

Contract No. S-816 Date: 12/7/07
Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7
Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Steven C. JOrdan who, after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida
(Legal name, Corporation, Partnership, Firm, Individual)
(hereinafter called bidder) located at 1781 NW North River Drive, Miami, FL 33125
(Address, city, state)
and that said bidder or respondent

IS CURRENT IN ITS OBLIGATIONS TO MIAMI-DADE COUNTY AND IS NOT OTHERWISE IN DEFAULT OF ANY COUNTY CONTRACT.

Failure to comply with the requirements of the above Ordinance/Administrative Order may be cause for suspension or termination of the contract, and/or in debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

Witness: _____ (Signature)
Witness: _____ (Signature)

_____ (Signature)
By: Steven C. Jordan, President & CEO
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Florid
X(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (XX) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD387524 EXPIRES 10/31/2008 BONDED THRU 1-888-NOTARY1
Notary signature: _____ Type or print name: Christine Mendez

Ordinance 99-162 applies to any arrearage under any individual contract, final non-appealable judgement or lien with Miami-Dade County that exceeds $25,000 and has been delinquent for greater than 180 days.

Revised 6/01/01

97

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OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL (IG) AFFIDAVIT
[Dade County Code Sec. 2-1076]

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida
(legal name, corporation, partnership, firm, individual)
hereinafter called the bidder or respondent located at: 1781 NW North River Drive, Mia. FL 33125
(address, city, state)
and that said bidder or respondent, attests that he/she have read the following information.

The office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review, past present and proposed county programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter called " random audits"). Said random audits are separate and distinct from any other audit by the County, or any audit performed by the INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL (IPSIG).

The cost of random audits is 1/4 of one percent of the contract price. This cost shall be incorporated into the contract price by the Bidder. The Department will deduct from each progress payment 1/4 of one percent of that payment to fund the Office of the Miami-Dade County Inspector General.

[redacted]

Witness: _____ (Signature) _____ (Signature)

Witness: _____ (Signature) By: Steven C. Jordan, President & CEO (Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Florid
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD267524 EXPIRES 10/24/2008

Notary signature: _____ Type or print name: Christine Mendez

Revised 6/29/04

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SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

Contract No. S-816 Date: 12/7/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Steven C. Jordan who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole and Kent Co. of Florida (legal name, corporation, partnership, firm, individual) hereinafter called the bidder or respondent located at: 1781 NW North River Drive Miami, FL 33125 (address, city, state) and that said bidder or respondent have read the following information.

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime: or
   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a "prima facie" case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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Revised 7/1/89

PUBLIC ENTITY CRIMES AFFIDAVIT (CONTINUED)

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies).

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

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

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

Witness: _____ (Signature)

Witness: _____ (Signature)

_____ (Signature)

By: Steven C. Jordan, President & CEO (Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President. & CEO with Poole and Kent Company of Flor
(x) a corporation ( ) partnership ( ) joint venture
on behalf of the (x) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC, STATE OF FLORIDA COMMISSION # DD367524 EXPIRES 10/31/2008 BONDED THRU 1-888-NOTARY1

Notary signature: _____ Type or print name: Christine Mendez

Revised 7/1/89

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SUBCONTRACTOR/SUPPLIER LISTING
(ORDINANCE 97-104 as amended)
[Dade County Code Secs. 2-8.1 (f) and 10-34]

Contract No. S-816

Date: 8/6/07

Contract Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Federal Employer Identification Number: 75-3163466

This form should be completed by all bidders, and respondents on County contracts for **purchase of supplies, materials or servic including professional services which involve expenditures of $100,000 or more,** and all bidders and respondents on County or Pul Health Trust construction contracts which involve expenditures of $100,000 or more. **A bidder or respondent who is awarded contract shall not change, or substitute first tier subcontractors or direct suppliers** or the portions of the contract work to performed, or materials to be supplied from those identified **except upon written approval of the County.**

Business Name and Address of First Tier Subcontractor/Sub-Consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-Consultant	Principal Owne Gender	Rac
DODEC, MIAMI, FL.	TREVER PANTRY	F&I MECHANICAL EQUIP. & PIPING	MALE	B
BENSON ELEC. INC, MIAMI, FL	TOM BENSON	ELECTRICAL	MALE	W
3 C CONST. CORP, MIAMI, FL.	ORLANDO CASARIEGO	CONCRETE WORK	MALE	HISP

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Own Gender Race	
AMERICAN DUCTILE IRON		PIPING MATERIALS	M	W
PRICE BROS.		PIPING MATERIALS	M	W

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

Prime Contractor/Respondent Signature	Print Name	Print Title	Date
	Steven C. Jordan	President & CEO	8/6/07

Revised 3/5/00

SUB 100

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Poole & Kent
Mechanical Contractors
An EMCOR Company

Poole & Kent Company of Florida
1781 N.W. North River Drive
Miami, FL 33125
P.O. Box 420556
Miami, FL 33242

Phone: 305.325.1930
Fax: 305.324.0522

Subcontracting Policies and Procedures

Poole and Kent Company of Florida has a commitment to continuous improvement. A cornerstone of our commitment is the quality of our subcontractors.

Poole and Kent Company of Florida recognizes that Owner's satisfaction will be obtained through the efforts of our dedicated construction team. It is our policy to promote diversity in the selection of subcontractors and to allow opportunities to as many qualified subcontractors as possible.

All subcontracting shall be in accordance with Ordinance 97-035.

Standards for Awarding Subcontracts:

a. Notify the broadest number of local subcontractors of the opportunity to be awarded a subcontract.
b. Invite local subcontractors to submit bids in a practical, expedient way.
c. Provide local subcontractors access to information necessary to prepare and formulate a subcontracting bid.
d. Allow local subcontractors to meet with appropriate personnel of the bidder to discuss the bidders requirements; and
e. Award subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

REPORTING SUBCONTRACTING POLICIES AND PROCEDURES

[Dade County Code Sec. 2-8.8 (4)]

ORDINANCES NO. 97-035, 98-031, 98-124, 98-159 & 02-121

FORM NOT INCLUDED

(To comply with above listed Ordinances for "Reporting of Subcontracting Policies and Procedures", submit a detailed statement on your company letterhead of your policies and procedures for awarding subcontracts and give guidelines for same.)

Revised 7/19/02

DISCLOSURE AFFIDAVIT
(ORDINANCES NO. 88-121 and 90-133)
[Dade County Code Sec. 2-8.1 (d) (2)]

Contract No. S-816 Date: 12/7/07
Contract Name: South District Wastewater Treatment Plant Oxygenation Train NO.7
Federal Employer Identification Number: 75-3163466

THE SELECTED CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS FORM WITHIN 72 HOURS AFTER RECEIPT OF NOTIFICATION THAT THEY ARE BEING CONSIDERED FOR CONTRACT AWARD

I, Steven C. Jordan, being first duly sworn, state:

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County are: Poole and Kent Company of Florida
1781 NW North River Drive, Miami, FL 33125

2. If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are: Poole and Kent Company of Florida is a wholly owned Subsidiary of EMCOR Group, Inc., a publicly traded company of the New York Stock Exchange.
Kevin Matz, Sole Director 301 Merritt Seven, Norwalk, CT 06851
Steven C. Jordan, President & CEO 1781 NW North River Drive, Miami, FL 33125
Patrick H. Carr, Executive V.P. & COO 1781 NW North River Drive, Miami, FL 33125
Brian MacClugage, Vice President 1781 NW North River Drive, Miami, FL 33125
Charlie Neese, Vice President 1781 NW North River Drive, Miami, FL 33125
Thad Buckley, Vice President 1781 NW North River Drive, Miami, FL 33125

3. The full legal names and business address* of any other individual (other than subcontractors, materialman, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:
None

***Post office box addresses not acceptable**

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DISCLOSURE AFFIDAVIT (CONTINUED)

4. Does the entity(Prime Contractor) have a **collective bargaining agreement** with its employees?
   Yes

5. As an attachment the Prime Contractor shall include a **schedule of wage rates (including overtime)** to be paid to employees performing work under this Contract. It shall also include the **health care benefits** to be paid to employees performing work under this Contract.

   The submittal shall also include as an **attachment**, a current **breakdown of their work force as to race, national origin and gender.**

6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

[redacted]

Witness: _____ (Signature) _____ (Signature)

Witness: _____ (Signature) By: Steven C. Jordan, President & CEO (Legal Name and Title)

The foregoing instrument was acknowledged before me this 7th day of December, 20 07.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:
By: Steven C. Jordan having the title of President & CEO with Poole and Kent Co. of Florid
(X) a corporation ( ) partnership ( ) joint venture
on behalf of the (X) corporation ( ) partnership ( ) joint venture

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

Notary Seal: CHRISTINE MENDEZ NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD387524 EXPIRES: 6/21/2008 BONDED THRU ATLANTIC BONDING CO., INC.

Notary signature: _____ Type or print name: Christine Mendez

Poole & Kent
Mechanical Contractors
An EMCOR Company

Poole & Kent Company of Florida
1781 N.W. North River Drive
Miami, FL 33125
P.O. Box 420558
Miami, FL 33242

Phone: 305.325.1930
Fax: 305.324.0522

Poole and Kent Company of Florida will be in compliance with the Miami Dade County, Florida Responsible Wages and Benefits Schedule 2-11.16 dated January 1, 2007 through December 31, 2007. (Attached)

MIAMI DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS

§2-11.16 OF THE CODE

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

(Construction Type: Building)

Building Construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade. (Note: Where multiple construction is "incidental" in function, the construction is considered a part of the building project for wage determination purposes.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM WH-347

(For Contractors Optional Use)

(JANUARY 1, 2007 THROUGH DECEMBER 31, 2007)

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SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages; Fringe Benefits; Complaints, and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages.

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January

1st of the year in which the work is performed.

B. Fringe Benefits.

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies, retirement plans, and life insurance companies are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County.

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Department of Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers.

Any complaints of underpayment by the workers should be filed with:

Marsha E. Jackman, Director
Department of Business Development
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128

(305) 375-3111.

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments.

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records.

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form.

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records.

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints.

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Administrative Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings.

The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within fifteen (15) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Manager shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request.

Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Manager will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties.

If the County Manager determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices.

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio.

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees.

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees is in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS & ALLIED CRAFTSMEN (2)				
Journeymen	$ 19.50	$ 3.30	$1.65	$ [illegible]
Foremen	20.00	3.30	1.65	[illegible]
General Foremen	21.95	3.30	1.65	[illegible]
Apprentices:				
First 6 months	$ 12.52	$ 3.30	$1.65	$ [illegible]
Second 6 months	13.45	3.30	1.65	[illegible]
Third 6 months	14.37	3.30	1.65	[illegible]
Fourth 6 months	15.30	3.30	1.65	[illegible]
Fifth 6 months	16.22	3.30	1.65	[illegible]
Sixth 6 months	17.15	3.30	1.65	[illegible]

The Industrial Rates are 15% over the applicable journeyman rate
The Refractory Rates are 15% over the applicable journeyman rate
Tile Finishers wage is 75% of journeyman wages plus fringes

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Rates include Residential, Building, Heavy Construction and Highway work as described in USDOL, Employment Standards Administration, Memorandum No. 130

Includes brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete blocklaying and pointing, caulking, grouting and cleaning of materials used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement; precast erectors, pool specialist and roof deck applicators.

APPRENTICE RATIO:
One (1) Apprentice to two (2) Journeymen, if an average of two (2) Journeymen have been employed for One (1) year immediately prior to employment of the Apprentice.
One (1) Apprentice to three (3) Journeymen if working on the same job.

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MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
CARPENTERS /JOINERS/LATHER(2)				
Journeymen	$ 19.25	$ 4.22	$ 1.60	$25.07
Foremen (5 or more workers)	20.79	4.22	1.60	26.61
Foremen (12 or more workers)	21.56	4.22	1.60	27.38
General Foreman (2+)	22.33	4.22	1.60	28.15
Apprentices (Carpenters, Carpet Workers and Interior Specialist)				
First 6 months	$ 11.94	4.22	1.60	17.76
Second 6 months	12.90	4.22	1.60	18.72
Third 6 months	13.86	4.22	1.60	19.68
Fourth 6 months	14.82	4.22	1.60	20.64
Fifth 6 months	15.79	4.22	1.60	21.61
Sixth 6 months	16.75	4.22	1.60	22.57
Seventh 6 months	17.71	4.22	1.60	23.53
Eighth 6 months	18.67	4.22	1.60	24.49
CARPET WORKERS				
Journeymen	$ 19.25	$ 4.22	$ 1.60	$25.07
Foremen (5 or more workers)	20.79	4.22	1.60	26.61
Foremen (12 or more workers)	21.56	4.22	1.60	27.38
General Foreman (2+)	22.33	4.22	1.60	28.15
INTERIOR CARPENTER				
Journeymen	$ 19.25	4.22	1.60	25.07
Foremen (5 or more workers)	20.79	4.22	1.60	26.61
Foremen (12 or more workers)	21.56	4.22	1.60	27.38
General Foreman (2+)	22.33	4.22	1.60	28.15

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes prefabrication or construction of forms for footing or foundations buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a building, or structure made of wood or any substitute such as plastics or composition materials, that puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of a building, or any structure, and dismantling of all forms. All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.

NOTE:
When the term CARPENTER AND JOINER is used, it shall mean all the sub-divisions of the trade consists of the milling, fashioning, joining, assembling, erecting, fastening or dismanting of al material of wood, plastic, metal, fiber, cork and composition, and all other substitute.

When five (5) or more workers are employed on a job, one (1) worker shall be a foreman.
Add $0.50 per hour to the per hour wage rate when work is done on swinging scaffolds, boatswains chairs or any like device.

APPRENTICE RATIO:

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

Two (2) Apprentices to three (3) Journeymen.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
DRYWALL FINISHERS				
Journeymen Tapers (Hand and Tool	$ 17.00	$ 3.60	$ 2.30	$ 22.90
Foremen (5 or less workers)	18.00	$ 3.60	2.30	23.90
General Foremen (6 or more worker	18.50	3.60	2.30	24.40
General Foremen	19.50	3.60	2.30	25.40
Apprentices:				
First 6 months	$ 10.20	$ 3.60	$ 0.10	13.90
Second 6 months	11.05	3.60	0.10	14.75
Third 6 months	11.90	3.60	0.10	15.60
Fourth 6 months	12.75	3.60	0.10	16.45
Fifth 6 months	13.60	3.60	0.10	17.30
Sixth 6 months	14.45	3.60	0.10	18.15
Seventh 6 months	15.30	3.60	0.10	19.00
Eighth 6 months	16.15	3.60	0.10	19.85

(1) Per hour health benefit includes hospitalization, medical, and life insurance.
DRYWALL FINISHERS
(2) Scope of work under this trade shall include, but not be limited to: (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not limited to, all levels of finishings and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes. (2) All stucco and dryvit systems will be performed by Drywall Finishers.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.
Shop of four (4) or more Journeymen must employ at least one (1) Apprentice.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (1)				
UNDER TWO (2) MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 24.00	$ 5.15	$ 2.52	$ [illegible]
Cable Splicers	24.50	5.15	2.56	[illegible]
Welders	24.50	5.15	2.56	[illegible]
Foremen	26.40	5.15	2.71	[illegible]
General Foremen	28.80	5.15	2.90	[illegible]
Apprentices:				
First year	$ 12.72	$ 5.15	$ 1.62	$ [illegible]
Second year	13.44	5.15	1.68	[illegible]
Third year	14.88	5.15	1.79	[illegible]
Fourth year	16.32	5.15	1.91	[illegible]
Fifth year	18.48	5.15	2.08	[illegible]
OVER TWO (2) MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 26.46	$ 5.15	$ 2.72	$ [illegible]
Cable Splicers	26.96	5.15	2.76	[illegible]
Welders	26.96	5.15	2.76	[illegible]
Foremen	29.11	5.15	2.93	[illegible]
General Foremen	31.75	5.15	3.14	[illegible]
Apprentices (same rates as above)				

(1) Includes: installation, repair, alter, add or change any electrical wire fixtures, appliance apparatus, raceways conduit or a part there of which generates, transmits, transforms or utilizes electrical energy in any form for heat, light, or power including the electrical installations within plants and sub-stations, traffic signalization, additionally, work of installing a low voltage fire alarm systems.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.
Add $1.50 per hour to the per hour wage rate for Journeymen working in hazardous locations.

Electrical rates listed within the Responsible Wages and Benefits (Ordinance 90-143) are based on the total value of electrical projects and cannot be broken down into smaller projects to avoid payment of the established wages.

MIAMI DADE COUNTY
§2-11.18 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (ELECTRIC SIGN)				
Journeymen:				
Wireman	$ 22.30	$ 5.15	$ 2.38	$ [illegible]
Foremen	24.53	5.15	2.56	[illegible]
General Foremen	26.76	5.15	2.74	[illegible]
Apprentices:				
First Year	$ 12.72	$ 5.15	$ 1.62	$ [illegible]
Second Year	13.44	5.15	1.68	[illegible]
Third Year	14.88	5.15	1.79	[illegible]
Fourth Year	16.32	5.15	1.91	[illegible]
Fifth Year	18.48	5.15	2.08	[illegible]

Hazard Pay: add $1.75, one dollar and seventy five cents to the per hour rate for Journeyman.

APPRENTICE RATIO: (1) One Apprentice to (3) three Journeymen.

Includes: Installation, repair, addition, or changes of any illuminated sign, non-illuminated sign, or luminous tubes, traffic signalization. Any electrical wire, fixtures, appliance apparatus, raceway, conduit, or any part thereof which transmits transfers or utilizes electrical energy in any form for heat, light, or power.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFITS (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELEVATOR CONSTRUCTORS				
Elevator Construction Teams:				
Mechanics	$ 32.86	$ 8.28	$ 4.46	$ [illegible]
Mechanic In Charge	36.97	8.28	4.46	[illegible]
Apprentices:				
Probationary Apprentice	$ 16.43	$0.00	$0.00	$ [illegible]
First year	18.07	8.28	4.46	[illegible]
Second year	21.36	8.28	4.46	[illegible]
Third year	23.00	8.28	4.46	[illegible]
Fourth year	26.28	8.28	4.46	[illegible]

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

APPRENTICE RATIO:
One (1) Apprentice to one (1) Mechanic.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS(2)				
Journeymen Glazier:				
Commercial	$ 20.00	$ 3.60	$ 2.45	$ 26.05
Apprentices ratio one (1) apprentice to two (2) Journeymen				
1st 6 months	$ 13.00	$ 3.60	$ 0.10	[illegible]
2nd 6 months	14.00	3.60	0.10	[illegible]
3rd 6 months	15.00	3.60	0.10	[illegible]
4th 6 months	16.00	3.60	0.10	[illegible]
5th 6 months	17.00	3.60	0.10	[illegible]
6th 6 months	18.00	3.60	0.10	[illegible]
7th 6 months	19.00	3.60	0.10	[illegible]

Notes:

Foreman: plus $1.00 per hour up to ten (10) employees
Foreman: plus $2.00 per hour for ten (10) or more employees
General Foreman: plus $3.00 per hour

APPRENTICESHIP RATIO:
One (1) Apprentice to three (3) journeymen

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS(2)

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes: but not be limited to: the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art, glass, detopak glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, pre-glazed windows, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, curtain wall systems, louvers, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in the place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, glazed solar systems, doors, frames, stone wall cases, book cases, sideboards, partitions and fixtures; the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction; the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash and fire hose cabinets where glass becomes an integral part of the finished product, including the maintenance of all the above; bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, miter cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operation of all machines and equipment for these operations; the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products; the use of waterproofing membrane, air and vapor barriers, structural caulking and sealers above or below grade; any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by glaziers and or apprentice glaziers.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
INSULATORS & ASBESTOS WORKERS				
Journeymen	$ 19.92	$ 5.52	$ 3.97	$ 29.41
Foremen (1-14 workers)	20.42	5.52	3.97	29.91
Gen. Foremen (15 or more workers)	20.92	5.52	3.97	30.41
Apprentices:				
First year	$ 12.55	$ 5.52	$ 3.97	$ 22.04
Second year	13.94	5.52	3.97	23.43
Third year	15.94	5.52	3.97	25.43
Fourth year	17.93	5.52	3.97	27.42

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Per hour wage rate includes local and national apprenticeship fund

(3) Scope of work under this trade shall include, preparation, fabrication, application, alteration erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work
for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work.

(4) Scope of work under this trade shall include firestopping or fireproofing technicians, & apprentice engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, selfleveling firestop sealant, troweisble firestop compoun firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duc systems, or other materials used in connection with labor, and to include other fire protection materia such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment on job premises. The types of work shall include but not be limited to: top of wall, curtainwall, firerated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing.

APPRENTICE RATIO:
One (1) Apprentice to four (4) Journeymen.

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TRADE/WORK LEVEL CLASSIFICATION		PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
IRONWORKERS (2)					
Journeymen		$22.94	$3.40	$1.78	$ 28.12
Foremen		24.94	3.40	1.78	30.12
General Foremen		26.94	3.40	1.78	32.12
Apprentices:					
First 6 months	(1000 Hrs)	$11.47	$ -	$ -	$ 11.47
Second 6 months	(1000 Hrs)	12.62	0.00	0.00	12.62
Third 6 months	(1000 Hrs)	13.76	0.00	0.00	13.76
Fourth 6 months	(1000 Hrs)	14.91	3.40	0.00	18.31
Fifth 6 months	(1000 Hrs)	16.06	3.40	0.00	19.46
Sixth 6 months	(1000 Hrs)	17.20	3.40	0.00	20.60
Seventh 6 months	(1000 Hrs)	18.35	3.40	0.00	21.75
Eighth 6 months	(1000 Hrs)	19.50	3.40	0.00	22.90

Diving Pay 0 to 33 feet deep add Journeyman wages plus $5.00
Diving Pay 34 to 66 feet deep add Journeyman wages plus $5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Includes erection and installation of all bridges, structural, ornamental, reinforcing, posttentioning and miscellaneous irons; including but not limited to the following: bridges (all types), rails, cables, catwalks and miscellaneous metals; structural (all types), bar joists, corrugated sheets on steel decking, monorails, prefabricated metal buildings, bridging, skylights, space frames, stairs, towers, hoists (all types), standing seam metal roofs, heavy rigging, ornamental iron, gates, art work, and fences; reinforcing and posttentioning (all types), rebar, cables and wire mesh; curtain walls, window walls, sealants and caulking, precast and tilt walls, ribbon wall systems, cladding, column covers, electric and manual doors (all types), elevator fronts, store fronts, escalators and trim, windows, fencing (all types), handrails, hardware and screens, rolling overhead doors, cranes and hoists, conveyors (all types), and all miscellaneous metals.

(3) Apprentices must be registered with a certified State of Florida Department of Labor - Bureau of Apprenticeship and Training Program

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices.

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LABORERS, COMMERCIAL CONSTRUCTION				
General Laborer (2)	$12.25	$2.45	$1.57	$16.27
Semi-Skilled Laborer (3)	12.90	2.45	1.57	16.92
Laborer Foremen	13.90	2.45	1.57	17.92
General Laborer Foremen	15.40	2.45	1.57	19.42
Landscape Laborer and Maintenance	12.25	2.45	1.57	16.27

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) General laborers work include unloading and stockpiling on the ground plastering and/or masonry material

(3) Mason and Plasterer Tenders, concrete placement - patchmen and finish tenders, scaffold builders, strippers and wreckers, electric and air-hammers, concrete grinders, saws, coring machines, nozzle and hoppers and mixers, cutting torch, hydro - blasting, chain saws.

NOTE:
Add $0.50 per hour to the per hour wage rate if power tools are used.

Add $0.25 per hour to the per hour wage rate if freshly creosoted lumber or hot mastic materials are handled.

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)				
Journeymen	$24.38	$3.30	$5.95	$ [illegible]
Foremen	26.38	3.30	5.95	[illegible]
General Foremen	27.38	3.30	5.95	[illegible]
Apprentices:				
First year (6 months)	$14.63	$3.30	$5.95	$ [illegible]
Second year (6 months)	15.85	3.30	5.95	[illegible]
Third year (6 months)	17.07	3.30	5.95	[illegible]
Fourth year (6 months)	18.29	3.30	5.95	[illegible]
Fifth year (6 months)	19.50	3.30	5.95	[illegible]
Sixth year (6 months)	20.72	3.30	5.95	[illegible]
Seventh year (6 months)	21.94	3.30	5.95	[illegible]
Eight year (6 months)	23.16	3.30	5.95	[illegible]
Journeymen Divers (3)	$29.74	$3.30	$5.95	$ [illegible]
Foremen (Divers)	32.24	3.30	5.95	[illegible]
Foremen (11 or more workers)	34.74	3.30	5.95	[illegible]
Diver Tenders	26.74	3.30	5.95	[illegible]

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Includes all work historically related to the unloading, hoisting, rigging skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories structures; be it powered or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as power plants, water and sewage treatment, garbage waste and recycling plants, alumi processing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, hydraulic escape door and an and all component parts thereto, either assembled, semi-assembled, or dissembled. Such work includes, but is not limited the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all typ sizes, and their supports, escalators, man lifts, moving sidewalks, hoists, dumb waiters, all types of feeding machinery amusement devices, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drive directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot splicing of ropes, cables, boarding ramps, and air bridges; underwater installation, repair and inspection of pipelines, water and sewage systems, suction and discharge lines and all underwater work not incidental to pilediving and bridge carpenter.

(3) Except the divers incident to pilediving and bridge carpentry are covered by that schedule.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen after three (3) Journeymen and a Foreman have been hired

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OPERATING ENGINEERS, BUILDING WORK				
BUILDING (Work within 5 ft. line of building).				
CLASS A	$ 25.50	$ 3.90	$ 3.00	$ [illegible]
Cranes and Derricks				
Hoists (2&3 drum only)				
Utility Operators (grouped misc. equipt.)				
CLASS B	$ 23.70	$ 3.90	$ 3.00	$ [illegible]
Graders, Finish, Drill Rig, Truck Mounted, Watson Class				
CLASS C	$ 22.09	$ 3.90	$ 3.00	$ [illegible]
Dragline				
Grader, Rough				
Concrete Pumps (truck mounted and placing booms)				
CLASS D	$ 20.00	$ 3.90	$ 3.00	$ [illegible]
Backhoes (track, rubber tires, etc..)				
Hyd. Crane (under 15 tons)				
Truck Mounted Hyd. Boom				
Bulldozers, Excavator,Mini Excavator				
Pavement Breakers				
Travel Lift				
Trenching Machine				
Gradall				
Front-End Loaders and "Bobcats"				
Welder				
Mechanic				
Drill Rig, Truck mounted (Sterling Class)				
CLASS E	$ 19.44	$ 3.90	$ 3.00	$ [illegible]
Batching Plant				
Boring Machine				
Concrete Pump (trailer mounted)				

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OPERATING ENGINEERS, BUILDING WORK				
CLASS E Continued Hoists (electric, hyd., air) personnel, material, tugger Inside Elevators Forklift Spreading/Finishing Mach. All other power equipment not specified.	$ 19.44	$ 3.90	$ 3.00	$ 26.34
CLASS F Rollers Compressor (over 250 CFM) Utility Oper. (less than 6 pcs. Equip.) Pumps/Dewatering (4"+) Tractors Driver (misc. trucks) Welding Machines (3 or more) Scrapers and Off-Road Trucks	$ 18.35	$ 3.90	$ 3.00	$ 25.25
CLASS G Oiler/ Driver/Signalman	$ 17.90	$ 3.90	$ 3.00	$ 24.80
CLASS H Oiler, Crawler Crane Mechanic Helper	$ 16.69	$ 3.90	$ 3.00	$ 23.59

Apprentices: Must be under the supervision of a Journeyman (Ratio (3) apprentices to (1) Journeyman)

First 6 months	$ 10.61	$ 3.90	$ 3.00	[illegible]
Second 6 Months	$ 11.67	$ 3.90	$ 3.00	[illegible]
Third 6 months	$ 12.73	$ 3.90	$ 3.00	[illegible]
Fourth 6 months	$ 13.76	$ 3.90	$ 3.00	[illegible]
Fifth 6 months	$ 15.92	$ 3.90	$ 3.00	[illegible]
Sixth 6 month	$ 18.04	$ 3.90	$ 3.00	[illegible]

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PAINTERS & ALLIED TRADES				
Journeymen Painters:				
Commercial/Residential	$ 16.00	$ 2.55	$ 1.25	$ 19.80
Industrial	18.00	3.60	1.25	22.85
Bridges, Nuclear Power Sites:	20.00	3.60	1.25	24.85
Apprentices:				
First 6 months	$ 10.40	$ 2.55	$ 0.10	$ 13.05
Second 6 months	11.20	2.55	0.10	[illegible]
Third 6 months	12.00	2.55	0.10	[illegible]
Fourth 6 months	12.80	2.55	0.10	[illegible]
Fifth 6 months	13.60	2.55	0.10	[illegible]
Sixth 6 months	14.40	2.55	0.10	[illegible]
Seventh 6 months	15.20	2.55	0.10	[illegible]
Eighth 6 months	15.20	2.55	0.10	[illegible]

Chargeperson; (working up to 5 employees; add 1.00 per hour)
Chargeperson; (working 6 or more employees; add $1.50 per hour)
General Foreman; 1.00 per hour above highest paid chargeperson.

PAINTERS
Work will include, but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concret floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems; each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but nc to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.; all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; the inspection of all coatings and/or coating systems during their applications will be performed painters, allied trade and their apprentices. All material applied to walls/ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including al papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., acrovin and plastic wall coverings and accessories; and any and all preparations of walls and ceilings etc.
(1) Per hour health benefit includes hospitalization, medical and life insurance.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS (2)				
Journeymen Piledrivers and Bridge Carpenters	$ 20.55	$ 3.30	$ 4.65	$ [illegible]
Foremen (10 or less workers)	23.05	3.30	4.65	[illegible]
Foremen (11 or more workers)	23.55	3.30	4.65	[illegible]
Journeymen Divers	$ 26.72	$ 3.30	$ 4.65	[illegible]
Foremen (10 or less workers)	28.72	3.30	4.65	[illegible]
Foremen (11 or more workers)	30.72	3.30	4.65	[illegible]
Diver Tenders	20.55	3.30	4.65	[illegible]
Apprentices:				
First year	$ 12.33	$ 3.30	$ 4.65	[illegible]
Second Year	14.39	3.30	4.65	[illegible]
Third Year	16.44	3.30	4.65	[illegible]
Fourth Year	18.50	3.30	4.65	[illegible]

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Includes all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices; weights for piers, caissons, and test piles; splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring fender lines of any material described above; spotting, aligning, monitoring, plumbing, and leveling, of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms, or barges, or any kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the jobsite; the fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite; and all underwater work incidental to piledriving and bridge carpentry.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION (2)				
RESIDENTIAL, LIGHT COMMERCIAL, AC UP TO 5 TONS (R4)				
Journeymen	$14.39	$4.60	$1.00	$19.99
Foremen	16.55	4.60	1.00	22.15
General Foremen	17.27	4.60	1.00	22.87
Apprentices:				
First Year (Probationary)	$ 11.41	$ -	$ -	$ 11.41
Second year	12.26	4.60	0.00	16.86
Third year	15.74	4.60	0.00	20.34
Fourth year	19.81	4.60	2.04	26.45
Fifth year	22.53	4.60	2.22	29.35
Pre Apprentice	9.50	0.00	0.00	9.50
COMMERCIAL, AC UP TO 20 TONS (R3)				
Journeymen	$ 17.10	$4.60	$2.80	$24.50
Foremen	19.67	4.60	2.80	27.07
General Foremen	20.52	4.60	2.80	27.92
INDUSTRIAL, COMMERCIAL LIMITED, AC UP TO 100 TONS (R2)				
Journeymen	$ 21.17	4.85	$3.39	$29.41
Foremen	24.35	4.85	3.39	32.59
General Foremen	25.40	4.85	3.39	33.64
INDUSTRIAL, COMMERCIAL UNLIMITED, AC OVER 100 TONS (R1)				
Journeymen	$ 26.60	$ 4.85	$3.75	$35.20
Foremen	30.59	4.85	3.75	39.19
General Foremen	33.25	4.85	3.75	41.85

(1) Per hour health benefit includes hospitalization, medical and insurance.
(2) Includes heating.
APPRENTICE RATIO:
Construction (R1) - One (1) Apprentice to two (2) Journeymen.
Service (R1) - One (1) Apprentice to one (1) Journeyman.
(R2), (R3), (R4) - One (1) Apprentice to one (1) Journeyman.

MIAMI DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
WAGES AND BENEFITS SCHEDULE
2007

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PLUMBERS				
JOURNEYMAN RATIO: (one Journeyman to two Apprentices)				
Journeymen	$ 24.02	$ 4.45	$2.75	$ 31.22
Foremen	26.90	$ 4.45	$2.75	34.10
General Foremen	28.82	$ 4.45	$2.75	36.02
Apprentices:				
First year	$ 10.81	$ 4.45	$ -	$ 15.26
Second year	12.61	$ 4.45	$1.40	18.46
Third year	14.41	$ 4.45	$1.40	20.26
Fourth year	16.21	$ 4.45	$1.40	22.06
Fifth year	18.02	$ 4.45	$1.40	23.87
Apprentice Applicants:	$ 8.65	$ 1.00	$ -	$ 9.65

APPRENTICE RATIO:
One (1) Journeyman to two (2) Apprentices

(1) Per hour health benefit includes hospitalization, medical and life insurance.
Job descriptions included: The installation of appliances, piping and plumbing fixtures to done by plumbers, plumbers apprentices and apprentice applicants. All job site unloading from tailgate and after all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers, plumbers apprentices and apprentice applicants. Also included, where required, cement under tubs. All cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hose for tests. Where required, cover fixtures for protection. Where required, all grouting of all fixtures. Cementing of all plumbing pipe chases and sleeves.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ROOFERS, WATERPROOFERS & ALLIED WORKERS (2)				
Journeymen Roofers, Damp & Waterproof Workers	$ 15.20	$ 4.90	$ 2.00	$ 22.10
Foreman	16.20	4.90	2.00	23.10
Apprentices (Roofers, D. & W. Workers): (4)				
First Year (1200 Hours)	$ 8.36	$ 4.90	$ 2.00	$ 15.26
Second Year (1200 Hours)	9.88	4.90	2.00	16.78
Third Year (1200 Hours)	11.40	4.90	2.00	18.30

(1) Per hour health benefit includes hospitalization, and medical insurance.

(2) The duties of a Journeyperson shall include all work on the following: (a) Slate & Tile Roofs (b) Composition Roof, (c) All forms of Elastomeric and/or Plastic Roofing System, both sheet & liquid. (d) All Tear-off and /or Removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid or any materials coming under the scope of jurisdiction as outlined.

APPRENTICE RATIO:
One (1) Apprentice to one (1) Journeyman on tile roofs

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT(1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SHEET METAL WORKERS (2)				
Journeymen	$ 22.51	$ 4.44	$ 5.21	[illegible]
Foremen	24.76	4.44	5.21	[illegible]
General Foremen	25.89	4.44	5.21	[illegible]
Apprentices:				
First 6 months	$ 11.26	$ 4.44	$ 2.61	[illegible]
Second 6 months	12.38	4.44	2.87	[illegible]
Third 6 months	13.51	4.44	3.13	[illegible]
Fourth 6 months	14.63	4.44	3.39	[illegible]
Fifth 6 months	15.76	4.44	3.65	[illegible]
Sixth 6 months	16.88	4.44	3.91	[illegible]
Seventh 6 months	18.01	4.44	4.17	[illegible]
Eighth 6 months	19.13	4.44	4.43	[illegible]

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

(2) Includes: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems, regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

APPRENTICE RATIO:
One (1) Apprentice to three (3) Journeymen.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SIGN/DISPLAY & ALLIED TRADES				
DECORATORS				
Show (Decorators) Journeymen				
Class A	$ 19.70	$ 3.60	$ 3.83	$ [illegible]
Class B	12.81	3.60	0.00	[illegible]
Show Display Workers	10.40	0.00	0.00	[illegible]
Show Utility Workers	7.50	0.00	0.00	[illegible]
SIGN/DISPLAY				
Shop (Display)				
Builder Journeymen	$ 15.45	$ 1.50	$ 1.00	$ [illegible]
Shop (Display Builders)	12.97	1.50	1.00	[illegible]
Shop (Sign Painters)				
Journeymen	15.45	2.66	1.00	[illegible]
Shop (Spray Painters)				
Journeymen	14.22	2.66	1.00	[illegible]
Seamstresses	9.75	1.50	1.00	[illegible]

(1) Per hour health benefit includes hospitalization, medical and life insurance.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

SPRINKLER FITTERS

Construction less than 13 stories and less than 150,000 sq. ft. All warehouses.

Journeymen	$ 22.15	$ 6.75	$ 4.60	$ [illegible]
Foremen (4 or less workers)	23.65	6.75	4.60	[illegible]
Foremen (5 or more workers)	24.15	6.75	4.60	[illegible]
General Foreman	26.15	6.75	4.60	37.50
Apprentices:				
First year	$ 11.70	$ 6.75	$ 1.50	[illegible]
Second year	12.87	6.75	1.50	[illegible]
Third year	14.04	6.75	1.50	[illegible]
Fourth year	16.61	6.75	4.60	[illegible]
Fifth year	18.83	6.75	4.60	[illegible]

Construction 13 stories or more and 150,000 sq. ft. or more.

Journeymen	$ 23.40	$ 6.75	$ 4.60	[illegible]
Foreman (4 or less workers)	24.90	6.75	4.60	[illegible]
Foremen (5 or more workers)	25.40	6.75	4.60	[illegible]
Gen. Foreman (15 or more workers)	27.40	6.75	4.60	[illegible]
Apprentices:				
First year	$ 11.70	$ 6.75	$ 1.50	[illegible]
Second year	12.87	6.75	1.50	[illegible]
Third year	14.04	6.75	1.50	[illegible]
Fourth year	17.55	6.75	4.60	[illegible]
Fifth year	19.89	6.75	4.60	[illegible]
Helper	$ 10.00	$ -	$ -	[illegible]

Apprentices Ratio: One (1) Apprentice for every two (2) Journeymen
(1) Per hour health benefit includes hospitalization, medical, and life insurance.

HELPER RATIO:
One (1) Helper for first two (2) Journeymen, and
One (1) Helper for every additional two (2) Journeymen.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

The Department of Business Development
Contract Review and Compliance Division
The Stephen P. Clarke Building
111 N.W. 1st Street 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-2343

THIS FORM MUST BE COMPLETED

SCHEDULE OF INTENT AFFIDAVIT

COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor Firm: Poole and Kent Company of Florida

Contact Person: Patrick H. Carr

Address: 1781 NW North River Drive, Miami, FL 33125

Phone: 305-325-1930 Fax: 305-324-0522

Project Name: South District Wastewater Treatment Plant Oxygenation Train No. 7

Project Number: S-816

CSBE Contract Measure: 12%

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

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

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

Name of Subcontractor	Certification No.	Certification Expiration Date	Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid
PODEC, INC	746	4-30-08	F.I. MECHANICAL EQUIP. & PIPING	12%
		Subcontractor Total Percentage:		

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

Prime Signature | Steven C. Jordan (Prime Print Name) | President & CEO (Prime Print Title) | 8/6/07 (Date)

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

Subcontractor Signature | Trevor Pantry (Subcontractor Print Name) | PRESIDENT (Subcontractor Print Title) | 8/6/07 (Date)

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

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

DBD 409 (Revised 07/05)

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SCHEDULE OF INTENT AFFIDAVIT (SOI) CHECKLIST

FIRM NAME Poole and Kent Company of Florida Attn: Patrick H. Carr

ADDRESS 1781 NW North River Drive, Miami, FL 33125

PHONE 305-325-1930 FAX 305-324-0522

PROJECT NUMBER S-816 SUBMISSION DATE 08/07/07

PROJECT TITLE South District Wastewater Treatment Plant, Oxygenation Train No. 7

CSBE CONTRACT MEASURE 12% CSBE Goal

CORRECTABLE DEFECTS ON THE SOI: PLEASE CHECK ALL ITEMS THAT APPLY

_____ PERCENTAGE OF WORK NOT IDENTIFIED FOR SUBCONTRACTOR ON SOI SIGNED BY SUBCONTRACTOR

_____ NO SIGNATURE OF SUBCONTRACTOR

_____ NO SIGNATURE OF PRIME

_____ NO SIGNATURE ON OTHER DOCUMENTS SUBMITTED WITH SOI FORM

PLEASE CORRECT AND SUBMIT REVISED SOI TO SBA/DPM & ISSUING DEPARTMENT WITHIN 48 HOURS OF BID'S SUBMISSION DUE DATE.

NON-CORRECTABLE ITEMS:

PURSUANT TO THE CSBE PARTICIPATION PROVISIONS, BIDS CONTAINING AN UNCORRECTED SOI WILL NOT BE OPENED. FOR DEFECTS THAT ARE CORRECTABLE, FAILURE TO SUBMIT A CORRECTED SOI BY THE SPECIFIED DATE AND TIME WILL RESULT IN THE SECOND BID ENVELOPE NOT BEING OPENED.

DBD USE ONLY

X SOI Responsive ____ SOI Not Responsive

Kelly Duncombe — Specialist Name

Kelly Duncombe — Specialist Signature

08/09/07 — Date

THIS IS A PRELIMINARY REVIEW, AND DOES NOT CONSTITUTE A COMPLIANCE REVIEW BY SMALL BUSINESS AFFAIRS/DEPARTMENT OF PROCUREMENT MANAGEMENT.

Small Business Affairs/Department of Procurement Management (SBA/DPM)
Stephen P. Clark Center
111 N.W. 1st Street, 19th Floor, Miami, FL 33128
Phone (305) 375-3111 Fax (305) 375-3160