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

Memorandum

MIAMI-DADE COUNTY

Date: April 2, 2013

Agenda Item No. 8(O)(6)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution to approve the award of construction Contract No. S-863: South District Wastewater Treatment Plant Screening System Improvements to Poole & Kent Company of Florida in the amount of $5,720,050 pursuant to Section 2-8.1(b) of the Code of Miami Dade County

Resolution No. R-249-13

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution pursuant to Section 2-8.1(b) of the Code of Miami Dade County awarding construction Contract No. S-863: South District Wastewater Treatment Plant Screening System Improvements to Poole & Kent Company of Florida in the amount of $5,720,050. This contract award recommendation was prepared by the Water and Sewer Department (WASD).

The project will make improvements to the grit chamber by adding new and tighter screens designed to remove rags and other inert solids more effectively at the South District Wastewater Treatment Plant located at 23300 S.W. 88 Avenue in Commission District 8.

Scope

This project is related to a series of projects constructed under the High Level Disinfection Program to comply with Consent Order 03-1376 (issued by the Florida Department of Environmental Protection) and to adhere to regulatory requirements resulting from a rule change implemented by the United States Environmental Protection Agency to meet effluent quality standards for deep well disposal. Upon completion of the entire project, the South District Wastewater Treatment Plant will be rated a 285 million gallons per day wastewater treatment plant.

This project consists of furnishing all materials, labor and equipment necessary to construct improvements to the grit chambers at the South District Wastewater Treatment Plant. The scope of work includes the installation of four (4) WASD furnished perforated plate fine screens; four (4) washer/compactors; construction of a new electrical building complete with a motor control center, electrical feeders, power, lighting and control panels; heating, ventilation and air-conditioning modifications to an existing electrical room including the control system modifications; site civil and stormwater modifications; fire alarm installation; interior rehabilitation and coating of the grit chambers and bypass channel; and furnishing and installing all required piping, valves, fittings, sluice gates and all other all other electrical, mechanical and miscellaneous work for a complete, functional and satisfactory installation.

Fiscal Impact/Funding Source

This contract has a fiscal impact in the amount of $5,720,050 which will be funded by a combination of the High Level Disinfection Special Construction Fund and existing bond funds. The project is included in the Department's FY 2012-2013 Adopted Capital Budget under OMB Project No. 96510240.

Track Record/Monitor

WASD's Deputy Director for Regulatory Compliance and Capital Improvements, Douglas L. Yoder, will oversee this project.

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

Background

Construction Contract No. S-863: South District Wastewater Treatment Plant Screening System Improvements was advertised on November 29, 2012 for full and open competition, including invitations to over three hundred prequalified general contractors under the County's Miscellaneous Construction Contract 7360 Plan. A mandatory Pre-Bid and Site Visit Meeting was held on December 12, 2012 with approximately 20 perspective bidders. On January 15, 2013, WASD received two (2) responsive bids, WASD's recommendation is to award the contract to the lowest responsive and responsible bidder, Poole & Kent Company of Florida.

Under Section 2-8.1(b) of the Code of Miami Dade County, the Board specified a $5 million threshold under which authority to award a miscellaneous construction contract was delegated to the Mayor or Mayor's designee. Since the low bid exceeds $5 million, approval of this contract award recommendation is presented to the Board.

The Internal Services Department CIIS database contains twenty (20) interim and final evaluations for Poole & Kent Company of Florida with an average overall 3.6 rating out of a possible 4 points which is indicative of overall satisfactory performance.

According to the Firm History Report, Poole & Kent Company of Florida has been awarded five (5) contracts with the County with a total value of $201,010,018.31, and change orders approved by the Board with a total value of $61,670.00.

There is a 5.51% Community Small Business Enterprise Goal established as a part of the construction contract as well as an 11.80% Community Workforce Program Goal.

BUDGET APPROVAL FUNDS AVAILABLE:

Jennifer Moon — 2/5/13
OMB DIRECTOR — **DATE**

APPROVED AS TO LEGAL SUFFICIENCY:

Henry N. Gillman — 1/30/13
COUNTY ATTORNEY — **DATE**

Alina T. Hudak — 2/6/13
DEPUTY MAYOR — **DATE**

CONTRACT TO AWARD
POOLE & KENT COMPANY OF FLORIDA
A CONSTRUCTION CONTRACT KNOWN AS
SOUTH DISTRICT WASTEWATER TREATMENT PLANT
SCREENING SYSTEM IMPROVEMENTS

CONTRACT NO. S-863

BUDGET PROJECT & DESCRIPTION: Adopted MYCP Fiscal Years 2012-2013, Adopted Capital Budget under OMB Project Number 96510240, Page 84.

FUNDING SOURCE: HLD Special Construction Fund
Existing Bond Funds

ASSISTANT DIRECTOR, WASTEWATER - OPERATIONS:
VICENTE E. ARREBOLA, P.E. — DATE 1/29/2013

ASSISTANT DIRECTOR, FINANCE:
FRANCES G. MORRIS — DATE 1/29/13

BUDGETARY AND FINANCIAL ADVISOR TO THE DIRECTOR:
PEDRO L. VELAR — DATE 1/30/13

DEPUTY DIRECTOR, REGULATORY COMPLIANCE AND CAPITAL IMPROVEMENTS:
DOUG L. YODER, Ph.D. — DATE 1-30-13

DIRECTOR:
JOHN W. RENFROW, P.E. — DATE 2-1-13

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

SUBJECT: Agenda Item No. 8(O)(6)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(6)
4-2-13

RESOLUTION NO. R-249-13

RESOLUTION APPROVING CONSTRUCTION CONTRACT NO. S-863 IN THE AMOUNT OF $5,720,050.00 TO POOLE & KENT COMPANY OF FLORIDA TO PROVIDE SCREENING SYSTEMS IMPROVEMENTS AT THE COUNTY'S SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves construction Contract No. S-863 in the amount of $5,720,050.00 to Poole & Kent Company of Florida to provide screening systems improvements at the South District Wastewater Treatment Plant; in substantially the form attached hereto and made a part hereof; and authorizes the Mayor or Mayor's designee to execute same and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **José "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:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

Expenditure Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	300	305	675	476	634	18	0	1,178	15,453	18,739
Construction	7,200	7,318	16,202	11,431	15,224	432	0	28,277	553,371	632,255
Total Projected Cost:	7,500	7,623	16,877	11,907	15,858	450	0	29,455	568,824	650,994

Estimated Annual Operating Costs: Less than $10k

SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS Project #:9651061

Location: Wastewater System - South District Area

Comm. District Physically Located: Systemwide

Comm. District(S) Served: Systemwide

Description: Construct piping improvements to pump station number 536 and force main upgrade in S W 117 Ave

Revenue Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Future WASD Revenue Bonds	0	0	0	0	1,290	0	0	5,734	0	7,024
Total Revenue:	0	0	0	0	1,290	0	0	5,734	0	7,024

Expenditure Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	0	0	0	0	39	0	0	172	0	211
Construction	0	0	0	0	1,251	0	0	5,562	0	6,813
Total Projected Cost:	0	0	0	0	1,290	0	0	5,734	0	7,024

Estimated Annual Operating Costs: Less than $10k

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

Location: 8950 SW 232 St
Unincorporated Miami-Dade County

Comm. District Physically Located: 8

Comm. District(S) Served: Systemwide

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

Revenue Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
HLD Special Construction Fund	0	143,485	0	0	0	0	0	0	0	143,485
State Revolving Loan Wastewater Program	7,966	52,965	2,277	0	0	0	0	0	0	55,242
WASD Revenue Bonds Sold	0	59,713	0	0	0	0	0	0	0	59,713
Wastewater Connection Charges	0	9,575	0	0	0	0	0	0	0	9,575
Total Revenue:	7,966	265,738	2,277	0	0	0	0	0	0	268,015

Expenditure Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	28	249	18	0	0	0	0	0	0	287

MIAMI-DADE WATER AND SEWER DEPARTMENT

2012-2018 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN

Version 3

Projection by Project Sub-project by Year - Wastewater

As of: 9/30/2011

Proj	Sub-Proj	Sub-Proj	Fund	Status	Current Bond/Fund Allocation	Expenditures As of 9/30/2011	Encumb.	Remaining Bond/Fund Allocation	PROJECTIONS 2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Total	Remaining Bond/Fund Allocation
			TOTAL - 101620		2,684,960	1,045,023	0	1,639,937	769,585	477,792	392,560	0	0	0	0	0	0	0	1,639,937	0
1037	101623	SDWWTP - ELECTRICAL SERVICE/GENERATORS	EW623	A	9,575,206	0	0	9,575,206	9,575,206										9,575,206	0
			EW646	A	5,321,420	0	0	5,321,420	1,621,100	3,700,320									5,321,420	0
			EW652	A	48,937,080	48,937,080	0	0											0	0
			TOTAL - 101623		63,834,706	48,937,080	0	14,897,626	11,196,306	3,700,320	0	0	0	0	0	0	0	0	14,897,626	0
1037	101625	SDWWTP - FINAL SITE PAVING, GRADING AND DRAINAGE	EW646	A	5,415,882	0	0	5,415,882	1,587,474	3,828,408									5,415,882	0
			EW652	A	108,112	108,112	0	0											0	0
			TOTAL - 101625		5,523,994	108,112	0	5,415,882	1,587,474	3,828,408	0	0	0	0	0	0	0	0	5,415,882	0
1037	101636	SDWWTP - DESIGN AND ENGINEERING SERVICES	EW641	A	32,982,241	32,982,241	0	0											0	0
			EW646	A	1,220,681	308,681	0	912,000	480,000	432,000									912,000	0
			EW652	A	3,969,200	3,969,200	0	0											0	0
			TOTAL - 101636		38,172,122	37,260,122	0	912,000	480,000	432,000	0	0	0	0	0	0	0	0	912,000	0
1037	101901	SOLIDS CONTROL IMPROVEMENTS	EW646	A	13,131,451	0	0	13,131,451	5,392,816	7,738,635									13,131,451	0
			EW652	A	1,868,549	1,868,549	0	0											0	0
			TOTAL - 101901		15,000,000	1,868,549	0	13,131,451	5,392,816	7,738,635	0	0	0	0	0	0	0	0	13,131,451	0
		OSBM No. - 96510240	TOTAL - 1037		268,014,978	221,776,228	0	46,238,750	27,386,315	18,454,275	398,160	0	0	0	0	0	0	0	46,238,750	0
1039	101791	CONTRACT SPECIFICATIONS MIASP	EW605	A	1,200,000	93,497	0	1,106,503	100,000	100,000	100,000	100,000	300,000	253,785	152,718				1,106,503	0
			TOTAL - 101791		1,200,000	93,497	0	1,106,503	100,000	100,000	100,000	100,000	300,000	253,785	152,718	0	0	0	1,106,503	0
		OSBM No. - 969110	TOTAL - 1039		1,200,000	93,497	0	1,106,503	100,000	100,000	100,000	100,000	300,000	253,785	152,718	0	0	0	1,106,503	0
1040	101858	CL-F PIPELINE INTERCONNECTIONS	2016S	F	630,927	0	0	630,927							630,927				630,927	0

CONTRACT

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

WITNESSETH

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

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

"SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS, CONTRACT NO. S-863"

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Five Million Seven Hundred Twenty Thousand Fifty Dollars and No Cents (U.S. Dollars) $5,720,050.00.**

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 Request for Price Quotation, the terms and conditions of the MCC 7360 Plan, the Quotation Form, the 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) (Ordinance 97-215 as amended by Ordinance 99-151); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; and Metro-Dade County Disclosure (Ordinance 90-133).

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

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

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

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or his designee, pursuant to Section 2-8.2.11 of the Code of Miami-Dade County, may negotiate and settle contractor claims, waive liquidated damages, extend contract time, and issue change orders for additional work. Any change orders or amendments shall not exceed $500,000 in cumulative dollar amount and shall not exceed 15 percent of the contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to environmental remediation or health requirements and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this contract and grant compensable and non-compensable time extensions thereunder.

CONTRACT

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

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

_____
Assistant County Attorney
Miami-Dade Water and Sewer Department

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST:
_____
(Secretary)

Charles K. Neese
(Print or type name)

Poole & Kent Company of Florida
(Name of Corporation)

By: _____
(Signature of Officer)

Patrick H. Carr
(Print or type name)

President & CEO
(Official Title)

1781 N.W. North River Drive

Miami, FL 33125
(Address)

(PARTY OF THE SECOND PART)

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

See Attached

CERTIFIED RESOLUTION

I, _____, the duly elected Secretary of
(Name)
Poole & Kent 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 & Kent of Florida**
(Title of Officer)

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

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
SCREENING SYSTEMS IMPROVEMENTS,
CONTRACT NO. S-863

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 & Kent of Florida
(Corporate Title)

CERTIFICATE OF SECRETARY
OF
POOLE & KENT COMPANY OF FLORIDA

The undersigned, Mark M. Porto, Secretary, 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 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 January 9, 2013; 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 9th day of January, 2013.

Mark M. Porto, Secretary
Poole & Kent Company of Florida, a Delaware Corporation, 1781 N. W. North River Drive, Miami, FL 33125

EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, David A. Strickland the duly elected Senior Vice President and Assistant Secretary and Charles K. Neese, the duly elected Vice President and Assistant Secretary of the Company, be and each hereby are, authorized, empowered and directed to execute and submit a bid for the South District Waste Water Treatment Plant Screening Systems for Improvements for Plants 1 and 2, Contract No. S-863 together with contracts and such other instruments in writing as may be necessary on behalf of the said Corporation; and that such documents shall be binding upon the corporation as its own acts and deeds.

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 (S-863)

Received Date: 10/09/2012

Project/Contract No: RPQ P0082

Funding Source:

Department: WATER & SEWER DEPARTMENT

REVENUE BONDS SOLD

Estimated Cost of Project/Bid: $4,532,320.00

Resubmittal Date(s):

Description of Project/Bid: To establish a contract that consists of the construction of screenings systems Improvement for Plants 1 & 2 consisting of grit chamber bypass channel modifications, including, but not limited to, perforated plate fine screens, washer/compactors, service water booster pump systems, bulkheads, sluice gates, modifications to air diffuser and water lines, interior mechanical equipment, grit collector systems, shafts, sprockets, buckets, chains, reinforced concrete construction, prestressed concrete joist, grit chamber and bypass channle interior rehabilitation, concrete walkways with canopy, air conditioning system upgrades, fire protection and fire alarm system, new electrical feeders, motor control systems, grounding system, RTU, instrumentation and control system, sitework, drainage piping.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	5.51%
Workforce Goal	**CWP**	11.80%

Reasons for Recommendation

An analysis of the factors contained in Section VI C of Implementing Order 3-22 indicate that a CSBE Subcontractor Goal is appropriate in the trades of Thermal and Moisture Protection, Doors and Windows, Coatings and Finishes, Sitework, and Masonry.

The Designated Target Area (DTA) applicable to this project is the Goulds Focus Area.
CWP Estimated Workforce: CWP Workforce Recommendation:
CWP Designated Target Areas: Enterprise Zones, Focus Areas
Trade Category: 238140-Masonry Contractors; 238160-Roofing Contractors; 238220-Plumbing, Heating, And Air-Conditioning Contractors; 238320-Painting And Wall Covering Contractors; 238350-Finish Carpentry Contractors; 238910-Site Preparation Contractors

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Masonry Contractors	CSBE	$14,503.42	0.32%	0
Roofing Contractors	CSBE	$6,336.18	0.14%	65
Site Preparation Contractors	CSBE	$68,777.96	1.52%	392
Painting and Wall Covering Contractors	CSBE	$104,438.25	2.30%	50
Finish Carpentry Contractors	CSBE	$12,753.95	0.28%	14
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	$42,984.52	0.95%	101
	Total	$249,794.28	5.51%	

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

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

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

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

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

Trade Set Aside (MCC) _____ **Goal** 5.51% **Bid Preference** _____

No Measure 11.8% **Deferred** _____ **Selection Factor** _____

CWP _____

V. Clark
SBD Director

10/16/12
Date

DBDR0090 v.20120301

MIAMI DADE COUNTY

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

Firm History Report

From: 01/25/2008 **To:** 01/25/2013

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
S-805(A)	1	WS	GOAL CSBE 11%	06/03/2008	$134,253,006.15
SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD, FILTER SYSTEM (SIC 16)					
					$134,253,006.15
S-812 (A)	1	WS	GOAL CSBE 10%	11/20/2008	$18,096,498.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD CHLORINE CONTACT TANKS NO. 5 TO 9 (SIC 16)					
					$18,096,498.00
S-817 (A)	1	WS	GOAL CSBE 16.73%	11/17/2009	$21,008,660.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD, EFFLUENT PUMP STATION (SIC 16)					
Change Order # 1 MAR-06-12		45 days			-$400,000.00
					$20,608,660.00
W-857(A)	1	WS	GOAL CSBE 13%	12/15/2009	$16,287,364.16
SOUTH MIAMI HEIGHTS WATER TREATMENT PLANT (SMHWTP) RESERVOIR AND HIGH SERVICE PUMP STATION (SIC 16)					
Change Order # 1 MAR-06-12		233 days			$461,670.00
					$16,749,034.16
S-829 (A)	1	WS	GOAL CSBE 20%	12/15/2009	$11,364,490.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT SEPTAGE RECEIVING AND SOLIDS PROCESS BUILDING (SIC 15)					
					$11,364,490.00

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

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

Firm History Report

From: 01/25/2008 **To:** 01/25/2013

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount		**$201,010,018.31**
			Total Change Orders Approved by BCC		**$61,670.00**
					$201,071,688.31

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

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	S-812 (A)	CON	Poole & Kent Company of Florida	9/28/2009	Mario Garcia	Interim	3.5
WS	S-805 (A)	CON	Poole & Kent Company of Florida	9/29/2009	Mario Garcia	Interim	3.3
WS	S-816 (A)	CON	Poole & Kent Company of Florida	9/10/2009	Mario Garcia	Completion of construction	4.0
WS	S-805 (A)	CON	Poole & Kent Company of Florida	6/30/2010	Mario Garcia	Interim	3.8
WS	S-829 (A)	CON	Poole & Kent Company of Florida	6/30/2010	Mario Garcia	Interim	3.4
WS	S-817 (A)	CON	Poole & Kent Company of Florida	7/2/2010	Mario Garcia	Interim	3.6
WS	S-812 (A)	CON	Poole & Kent Company of Florida	7/2/2010	Mario Garcia	Interim	3.6
WS	S-829 (A)	CON	Poole & Kent Company of Florida	5/3/2011	Mario Garcia	Interim	2.5
WS	S-805 (A)	CON	Poole & Kent Company of Florida	5/3/2011	Mario Garcia	Interim	3.7
WS	S-817 (A)	CON	Poole & Kent Company of Florida	5/12/2011	Mario Garcia	Interim	3.7
WS	S-812 (A)	CON	Poole & Kent Company of Florida	5/12/2011	Mario Garcia	Interim	3.7
WS	S-812 (A)	CON	Poole & Kent Company of Florida	8/23/2011	Mario Garcia	Project conclusion or closeout	3.8
WS	S-817 (A)	CON	Poole & Kent Company of Florida	8/23/2011	Mario Garcia	Interim	3.7
WS	S-805 (A)	CON	Poole & Kent Company of Florida	8/23/2011	Mario Garcia	Interim	3.8
WS	S-829 (A)	CON	Poole & Kent Company of Florida	8/23/2011	Mario Garcia	Interim	3.0
WS	W-857 (A)	CON	Poole & Kent Company of Florida	10/7/2011	Robert Stebbins Jr.,	Interim	3.8
WS	S-829 (A)	CON	Poole & Kent Company of Florida	1/31/2012	Mario Garcia	Project conclusion or closeout	3.0
WS	S-805 (A)	CON	Poole & Kent Company of Florida	2/24/2012	Mario Garcia	Interim	3.7
WS	S-817 (A)	CON	Poole & Kent Company of Florida	10/1/2012	Mario Garcia	Interim	3.8
WS	W-857 (A) WO: 1	CON	Poole & Kent Company of Florida	11/30/2012	Robert Stebbins Jr.,	Project conclusion or closeout	3.8

Evaluation Count: 20 Contractors: 1 Average Evaluation: 3.6

Exit

COLLUSION AFFIDAVIT

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

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

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☒ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____	_____
_____	_____
_____	_____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ January 25, 20 13
Signature of Affiant — Date

Patrick H. Carr, President & CEO — 7 / 5 - 3 / 1 / 6 / 3 / 4 / 6 / 6 /
Printed Name of Affiant and Title — Federal Employer Identification Number

Poole & Kent Company of Florida
Printed Name of Firm

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

COLLUSION AFFIDAVIT

SUBSCRIBED AND SWORN TO (or affirmed) before me this 25th day of January 2013

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

Type of Identification

Signature of Notary

EE 213393

Serial Number

Christine Mendez

Print or Stamp Name of Notary

10/31/2016

Expiration Date

Notary Public – State of FL

Notary Seal

CHRISTINE MENDEZ
MY COMMISSION # EE 213393
EXPIRES: October 31, 2016
Bonded Thru Notary Public Underwriters

RPQ # P0982 SOUTH DISTRICT WASTE WATER TREATMENT PLANT
SCREENING SYSTEM IMPROVEMENTS
BID TABULATION

Bid Date: 1/15/2013

			Vendor Name→	POOL & KENT		DAVID MANCINI & SONS, INC.	
			Contact Information→	COMPANY OF FLORIDA			
Item No.	Est. Quant.		Description Summary	Unit Price	Extended Price	Unit Price	Extended Price
1	1	Aggr. Sum	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payment items, the aggregate sum of	200,000.00	$200,000.00	300,000.00	$300,000.00
2	1	Aggr. Sum	For furnishing and installing materials to reroute the existing 12-inch diameter filtrate line as shown on the plans including installation of a new 6-inch pump out connection; cutting and repaking concrete; coordinating with Department forces; and pressure testing the piping, the aggregate sum of,	40,000.00	$40,000.00	265,000.00	$265,000.00
3	1	Aggr. Sum	For site preparation, excavation for the new Plant 1 Electrical building, site drainage, construction of new dry retention area, and disposal of unsuitable backfill materials, complete, the aggregate sum of	100,000.00	$100,000.00	135,000.00	$135,000.00
4	1	Aggr. Sum	For construction of the new Plant 1 Electrical Building syructures complete, the aggreagte sum of	500,000.00	$500,000.00	800,000.00	$800,000.00
5	1	Aggr. Sum	For furnishing and installing all materials and equipment for structural and mechanical modofications of the existing east and west grit chambers for Plant 1, complete, the aggregate sum of	400,000.00	$400,000.00	600,000.00	$600,000.00
6	1	Aggr. Sum	For furnishing and installing all materials and equipment for structural and mechanical modofications of the existing east and west grit chambers for Plant 2, complete, the aggregate sum of	430,000.00	$430,000.00	640,000.00	$640,000.00
7	2	EA	For receiving, inspecting, handling, storing and installing MDWASD furnished fine screen equipment and washer/compactor at Plant 1, complete, the price each of	20,000.00	$40,000.00	40,000.00	$80,000.00
8	2	EA	For receiving, inspecting, handling, storing and installing MDWASD furnished fine screen equipment and washer/compactor at Plant 2, complete, the price each of	20,000.00	$40,000.00	40,000.00	$80,000.00
9	2	EA	For furnishing and installing stainless steel grit chamber inlet butterfly valves in Plant 1, the price each of	50,000.00	$100,000.00	125,000.00	$250,000.00
10	2	EA	For furnishing and installing stainless steel grit chamber inlet butterfly valves in Plant 2, the price each of	50,000.00	$100,000.00	125,000.00	$250,000.00
11	1	Aggr. Sum	For furnishing and installing electrical items and appurtenances for Plant 1 complete, the aggregate sum of	700,000.00	$700,000.00	600,000.00	$600,000.00
12	1	Aggr. Sum	For furnishing all electrical items and appurtenances for Plant 2 complete, the aggregate sum of	310,000.00	$310,000.00	600,000.00	$600,000.00
13	1	Aggr. Sum	For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 1, and for on-site startup and installation support for installation of a new control panel in the Plant 1 Electrical Building, the aggregate sum of	15,000.00	$15,000.00	15,000.00	$15,000.00
14	1	Aggr. Sum	For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 2, and for on-site startup support for instrumentation wiring to existing RTU panel in the Plant 2 Electrical Room, the aggregate sum of	15,000.00	$15,000.00	15,000.00	$15,000.00
15	1	Aggr. Sum	For furnishing and installing an outside air filtration system on the Plant 2 grit building electrical room existing HVAC unit, complete, the aggregate sum of	35,000.00	$35,000.00	9,800.00	$9,800.00
16	1	Aggr. Sum	For testing and monitoring Arsenic and following limitations on reuse of soils generated by such excavation, the aggregate sum of	5,000.00	$5,000.00	3,000.00	$3,000.00
17	16,000	Square Feet (Cont. Item)	At exisitng east and west grit chamber floors, walls and ceilings of Plant 1 and Plant 2, for performing removal of existing coatings and deteriorated concrete, concrete repairs to include patching spalled and deteriorated concrete, surface preparation, coating using Epoxytec CPP up to and including 1/8" thickness, and two coats of Epoxytec Uroflex, the price per square foot of	30.00	$480,000.00	39.00	$624,000.00
18	4,500	Square Feet (Cont. Item)	At exisitng grit facility bypass channel floors, walls and ceilings of Plant 1 and Plant 2, for performing removal of existing coatings and deteriorated concrete, concrete repairs to include Patching spalled and deteriorated concrete, surface preparation, coating using Epoxytec CPP up to and including 1/8" thickness, and two coats of Epoxytec Uroflex, the price per square foot of	30.00	$135,000.00	39.00	$175,500.00
19	16,000	Square Feet (Cont. Item)	At exisitng east and west grit chamber floors, walls and ceilings of Plant 1 and Plant 2, for performing removal of existing coatings and deteriorated concrete, concrete repairs to include patching spalled and deteriorated concrete, surface preparation, coating using hilg build fiber-reinforced sewer grade mortar up to and including 1" thickness, and two coats of Epoxytec Uroflex, the price per square foot of	30.00	$480,000.00	42.00	$672,000.00
20	4,500	Square Feet (Cont. Item)	At existing grit facility bypass channel floors, walls and ceilings of Plant 1 and Plant 2, for performing removal of existing coatings and deteriorated concrete, concrete repairs to include Patching spalled and deteriorated concrete, surface preparation, coating using high build fiber reinforced sewer grade mortar up to and including 1" thickness, and two coats of Epoxytec Uroflex, the price per square foot of	30.00	$135,000.00	42.00	$189,000.00
21	1	Aggr. Sum	For selling and delivering to MDWASD all necessary material, equipment and supplies for the Project, excluding that furnished and installed under Proposal Item Nos. 2 through 20, the aggregate sum of	300,000.00	$300,000.00	103,000.00	$103,000.00
22	1	Aggr. Sum	For all other incurred in completing the Project, including installation of all materials, equipment and supplies furnished under Item No. 21, excluding installation of materials, equipment and supplies furnished and installed under Proposal Items No. 2 through 20, the aggregate sum of	325,000.00	$325,000.00	5,000.00	$5,000.00
23			Sub-Total, Sum of Items #1 - 22→		$3,985,000.00		$6,411,300.00
24			For cost of required permits, fees, inspections, impact fees, if authorized by the Engineer, the sum of 3% of the Subtotal, Item No. 23, (0.3)x(Subtotal, Item No. 23)		$146,550.00		$192,339.00
25			Furnish and install parts and materials for the repair of unknown conditions related to mechanical equipment inside of the Plant 1 and Plant 2 grit chambers and bypass channels including but not limited to grit collector systems, shaftas, sprockets, buckets, chains and attachment links, gates, valves, etc., if authorized by the Engineer, the aggregate sum of		$200,000.00		$200,000.00
26			Contingency allowance for unforseen conditions, minor construction changes & quantity adjustments (10% of Sub-Total) →		$398,500.00		$641,130.00
			Total, Sum of Items 23, 24, 25 and 26→		$5,720,050.00		$7,444,769.00

MIAMI-DADE COUNTY, FLORIDA

Miami-Dade Water & Sewer
Douglas Building
3071 SW 38 Ave.
Miami, Fl. 33146

PRE BID / SITE VISIT SIGN IN SHEET

DATE: 12-12-12

BID NO. MCC360

RPQ NO.: P0082

Attendees:

Name:	Firm:	Phone:	Fax:	Email:
ANTONIO CHALJUB	TG&F BUILDERS, CORP	305-382-3392	305-383-8047	achaljub@comcast.net
David Hopple	DMGI	954 789 6870	954 944 2040	hopglong973_2@bellsouth.net
Bob Spano	Sherwin	(954) 868-4955		SWRCP4046@Sherwin.com
Emilio Jara	Champion Painting	786-271-6935		emilio@champpainting.com
James Clark	Benson Elect.	305.235.6741	305.235.0947	jimmyc33030@bellsouth.net
SAIDE RANGEL	SCR MECHANICAL	786 369 0465	786 369 0466	saide@scrmechanical.com
Bill Boyle	BCL CONST	305-667-5549	305-667-5572	bill@bclconstruction.com
MARIO RODRIGUEZ	POOLE + KENT	305-325-1930	305-325-1754	MARIOR@PKFLORIDA.com
Danny Estevez	Poole & Kent	305-484-4999	305-325-0422	DannyS@PKFlorida.com
William Vanegas	Poole & Kent	305-258-1731	305-258-1761	williamv@pkflorida.com
Stephanie Moore	Dynalectric	786 556 0650	954-624-0085	Smoore@Dynaifl.com
Sandy Dessaigne	ABC construction	305-663-0322		JGonzalez@ABCconstruction.cc
Frady Bayona	Ram-Tech	305/259-7853	[illegible]	fbayona@ramtechconstruction.com
Mayra Aguiar	Intercounty Eng.	954/972-9800	954-974-0042	MAGUIAR@INTERCOUNTYENGINEERING.COM.
Maikel Aguiar	Kailas contractor	954-605-6940	305-922-0299	JPAZ@kailascontractors.com
Jason Eppy	Max South Con.	786-295-7980	305-891-2956	Jason_maxsouth@bellsouth.net
Rick Pitchman	Max South Const.	305 891-0880	305 891-2956	MAXSOUTHCM@AOL.COM
Jay Narvaez	Max South.	786 295 7986		Jay_MaxSouth@Bellsouth.net
Wendy Romero	Edgewater Control	305 495 9651		wromero@edgewaterecs.com
JIM KELLEY	MASS KELLEY	954 755 2092	954 341-9370	jbk@MASSKELLEY.com
David Diffie	WASD	305 2135272		ddiff@miamidade.gov

Issues Discussed:

Screens At Black Point

Attachment 24

MIAMI-DADE COUNTY, FLORIDA

Miami-Dade Water & Sewer
Douglas Building
3071 SW 38 Ave.
Miami, Fl. 33146

PRE BID / SITE VISIT SIGN IN SHEET

DATE: 12-12-12

BID NO. MCC360

RPQ NO.: P0082

Attendees:

Name:	Firm:	Phone:	Fax:	Email:
Isaac Smith	WASD	786.268.5155	786.268.5127	ismit01@miamidade.gov
Elie Andary	Hazen & Sawyer	786.268.5738		eandary@miam.dade.gov
Beni Garcia	WASD	305-496-8239		X1129@miamidade.gov
Steve Kronheim	WASD	786-268-5700		SKRON@MIAMIDADE.GOV
Mark McNamara	WASD	5684		mmcnam@miamidade.gov
Dor-Ming Kuo	WASD	X5297		kuod@miamidade.gov
Peter F. Alvarez	WASD	786-268-5355	786-268-5148	pfalva@miamidade.gov
Jeff Pearson	CH2MHILL	352-213-4560		jpearson@ch2m.com
David Vazquez	WASD	786-268-5351		dvazq01@miamidade.gov
Humberto Cadiepoti	WASD	750-0235		HCP@MIAMIDADE.GOV
Nelson Vital	Vital Eng.	305-412-6000		vitaleng@aol.com
Kelly Duncombe	SBD	305-375-3136	305-375-3160	Kelly@miamidade.gov
Jack Pliner	American Electric	305-253-9131	305-256-4608	
Kenneth Pardo	"	"	"	kenny@americanelectricmiami.com
Mariano Galich	SPMARDIVER	305-761-5970		myalich@SPMARDIVERS.COM
Miguel Vilaz	"	"		mvilaz@spmardivers.com
Eddie Gil	FCEI	305-883-7601	305-883-1514	FCE52@yahoo.com
Jose Oliveros	AGC	305 2182317		JOLIVEROS@APCTE.COM
Edenia Alvarez	RGG Engineering	(305) 470-1905	(305) 470-1906	rgarcia@rgeng.net / yperez@randgeng.com
Jose Perello	Southeastern Eng	305 557 4226	305 557 8568	co.sec@comcast.net
Nick Forbes	Cardinal	954-445-6759	954-587-6653	MBrandao@cardinalco.com
Rodrigo Wolff	Contractors LEGO C.C.	7862270229		LCRUZ@legocc.com

Issues Discussed: Josh Hutchison Water & Sewer Structural 786

Screens At Black Point

Attachment 24

Water and Sewer
3071 SW 38 Avenue
Douglas Building
Miami, Fl 33146

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: P0082

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: South District Waste Water Treatment Plant Screening System Improvements

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: Poole & Kent Company of Florida

Company Address: 1781 NW North River Drive

City: Miami **State:** FL **Zip:** 33125

Telephone No: 305-325-1930 **Fax No:** 305-325-9586 **EMail:** patc@pkflorida.com

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): Patrick H. Carr, President & CEO

Number of Addendums received: 4 **(If none' write "None")**

Signature: _____ **Date:** 1/15/13

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the*

QUOTATION FORM

SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2
Contract No. S-863
ER No. 048450 PCTS No. 10859

Dated January 15, 2013

Board of County Commissioners
Miami-Dade County, Florida

Honorable Members:

The undersigned, as Contractor (herein used in the masculine singular, irrespective of actual gender and number) hereby declares that the only persons interested in this Quotation Form are named herein, that no other person has any interest in this Quotation Form or in the Contract to which this Quotation Form pertains, that this Quotation Form is made without connection or arrangement with any other person, and that this Quotation Form is in every respect fair, and is submitted in good faith and without collusion or fraud.

The Contractor further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Quotation Form pertains.

The Contractor understands that the Quote for each and every item requiring a quote is the result of multiplying the Estimated Quantity times the Unit Price stated in words and figures. When the Estimated Quantity is an Aggregate Sum, the Aggregate Sum written in words shall be the same quantity as the Total.

The Contractor proposes and agrees, if this Quotation Form should be accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and Miami-Dade County, Florida.

QUOTATION FOR
SOUTH DISTRICT WASTEWATER TREATMENT PLANT
SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2
CONTRACT No. S-863
ER No. 048450 **PCTS No. 10859**

Item No.	Estimated Quantity	Description	Total
4.	Aggregate Sum	For construction of the new Plant 1 Electrical Building structures complete, the aggregate sum of FIVE HUNDRED THOUSAND Dollars and ZERO Cents	$ 500,000
5.	Aggregate Sum	For furnishing and installing all materials and equipment for structural and mechanical modifications of the existing east and west grit chambers for Plant 1, complete, the aggregate sum of FOUR HUNDRED THOUSAND Dollars and ZERO Cents	$ 400,000
6.	Aggregate Sum	For furnishing and installing all materials and equipment for structural and mechanical modifications of the existing east and west grit chambers for Plant 2, complete, the aggregate sum of FOUR HUNDRED THIRTY THOUSAND Dollars and ZERO Cents	$ 430,000
7.	2 Each	For receiving, inspecting, handling, storing and installing MDWASD furnished fine screen equipment and washer/compactors at Plant 1, complete, the price each of TWENTY THOUSAND Dollars and ZERO Cents ($ 20,000) Unit Price	$ 40,000

QUOTATION FOR
SOUTH DISTRICT WASTEWATER TREATMENT PLANT
SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2
CONTRACT No. S-863
ER No. 048450 **PCTS No. 10859**

Item No.	Estimated Quantity	Description	Total
13.	Aggregate Sum	For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 1, and for on-site startup and installation support for installation of a new control panel in the Plant 1 Electrical Building, the aggregate sum of FIFTEEN THOUSAND Dollars and ZERO Cents	$ 15,000
14.	Aggregate Sum	For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 2, and for on-site startup support for instrumentation wiring to existing RTU panel in the Plant 2 Electrical Room, the aggregate sum of FIFTEEN THOUSAND Dollars and ZERO Cents	$ 15,000
15.	Aggregate Sum	For furnishing and installing an outside air filtration system on the Plant 2 grit building electrical room existing HVAC unit, complete, the aggregate sum of THIRTY FIVE THOUSAND Dollars and ZERO Cents	$ 35,000
16.	Aggregate Sum	For testing and monitoring Arsenic and following limitations on reuse of soils generated by such excavation, the aggregate sum of FIVE THOUSAND Dollars and ZERO Cents	$ 5000

QUOTATION FOR
SOUTH DISTRICT WASTEWATER TREATMENT PLANT
SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2
CONTRACT No. S-863
ER No. 048450 **PCTS No. 10859**

Item No.	Estimated Quantity	Description	Total
20.	4,600 Square Feet (Contingent Item)	**At existing grit facility bypass channel floors, walls and ceilings** of Plant 1 and Plant 2, for performing removal of existing coatings and deteriorated concrete, concrete repairs to include patching spalled and deteriorated concrete, surface preparation, coating using high build fiber reinforced sewer grade mortar up to and including 1" thickness, and two coats of Epoxytec Uroflex, the price per square foot of THIRTY Dollars and ZERO Cents ($ 30^{00}) Unit Price	$ 135,000
21.	Aggregate Sum	For selling and delivering to MDWASD all necessary material, equipment and supplies for the Project, excluding that furnished and installed under Proposal Item Nos. 2 through 20, the aggregate sum of THREE HUNDRED THOUSAND Dollars and ZERO Cents	$ 300,000
22.	Aggregate Sum	For all other costs incurred in completing the Project, including installation of all materials, equipment and supplies furnished under Item No. 21, excluding installation of materials, equipment and supplies furnished and installed under Proposal Items No. 2 through 20, the aggregate sum of THREE HUNDRED TWENTY FIVE THOUSAND Dollars and ZERO Cents	$ 325,000
23.	**SUBTOTAL**	**The total of Items No. 1 thru 22, the sum of**	$ 4,885,000

QUOTATION FOR
SOUTH DISTRICT WASTEWATER TREATMENT PLANT
SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2
CONTRACT No. S-863
ER No. 048450 **PCTS No. 10859**

Bidder acknowledges that included in the various items of the Proposal and in the total Bid Price are costs for complying with the Florida Trench Safety act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	SLOPING	LF	150	4.00	600
B.					
C.					
D.					

TOTAL $ 600.00

30

coordinate related piping, connections, locations of drains, screen flushing water, electrical connections, and other associated items. Exact dimensions shall be provided by Shop Drawings and field coordination with the Engineer. All dimensions and locations of fine plate screens and associated equipment shall be adjusted based on approved equipment layout.

Layout the new Electrical Building together with underground utility lines.

Submit, correct/revise shop drawings for 12-inch filtrate line relocation/demolition at Plant 1 grit facility. Construct new filtrate line at the location of the new Plant 1 Electrical Building and demolish existing portion of line. The filtrate line must be relocated, tested and placed in service, and existing components demolished prior to construction of the new Plant 1 Electrical Building. The new line must be constructed to the points of tie in prior to taking the existing line out of service and the outage for both tie ins shall be performed simultaneously by two crews and take no longer than four (4) days. Thereafter, removal and legal disposal of the existing lines shall follow immediately.

Submit and correct to the approval and satisfaction of the Engineer, all Submittal Data and Shop Drawings for all long lead material and equipment items which, in the opinion of the Engineer, need immediate submission for coordination, timely fabrication and/or delivery.

Apply for and obtain all necessary and required Building Department Permits and other Permits as required or necessary to complete the work.

Perform and complete any and all work, specifically as instructed or permitted to be performed by the Engineer, in writing and that will be finished within the Milestone Period.

The completion time for all work required and the specific requirements outlined in Milestone 1, including mobilization, permits, submittals and the Engineers approval of the Contractors cost loaded, base line construction schedule and schedule of values shall not exceed **forty-five (45) Consecutive Calendar Days** after the Notice to Proceed (NTP) date.

b) **Milestone 2**, Construction, Testing and Placing into Service Plant 2 Modifications

Plant 2 construction shall not commence until all activities identified for Milestone 1 are complete and have been accepted by the Engineer.

The Contractor shall complete all work and construction activities necessary and/or required to install two (2) of the MDWASD-furnished perforated plate fine screens at

shall include, but not be limited to all demolition, structural work, grit chamber modifications and new influent channel construction, installation of all equipment, piping, electrical work, civil, and site work, instrumentation, instruction of Owner's Operation and Maintenance Personnel and placing the Plant 1 screening systems in beneficial use for the Owner. Included in this milestone is the construction of a new Electrical Building at Plant 1 as required by the Contract Documents. Contractor shall perform all work indicated in the Contract Documents pertaining to the installation of a new Fire Alarm system for Plant 1 to be integrated with plant wide fire alarm system. Site Civil and Stormwater modifications at Plant 1 shall include, but not be limited to site work, paving, electrical duct banks and conduits throughout the site. Control system modifications shall include, but not to be limited to installation of a MDWASD-furnished control panel (RTU) in Plant 1 new Electrical Building, installation of OWNER and contractor furnished instrumentation, furnish and install all wiring, conduits and cabling for two (2) new MDWASD-furnished perforated plate fine screens including washer/compactors and for existing equipment located in Plant 1 East and West Grit Chambers, and replacement of existing lighting in the Plant 1 bar screen room.

The Contractor shall provide Operation and Maintenance Manuals and training for the equipment provided under this milestone (except for MDWASD-furnished screening equipment) and assist the Owner's Operation and Maintenance Personnel in starting up all equipment and screening systems for the Owner's beneficial use. The Contractor shall provide assistance and services of the equipment manufacturers' representatives for each type of major equipment to assist in the start up and commissioning of all process equipment and systems. The duration of each start up activity shall be five (5) work days for starting up the new perforated plate fine screens, washer/compactors (one for each grit chamber) and all associated equipment. Contractor shall perform/coordinate all testing and startup activities.

All work at Plant 2 shall be completed to the satisfaction of the Engineer prior to performing any work on the existing Plant 1 grit facility. The Plant 1 grit facility must remain in full operation until all work activities on Plant 2 have been completed, tested and accepted by the Engineer. Limited work that does not impact operation of the Plant 1 grit facility, to include site grading and drainage modifications and construction of the new Plant 1 Electrical Building, may be initiated prior to completion of the Plant 2 work as described in Section 01120, SEQUENCE OF CONSTRUCTION.

The Contractor shall call for and obtain all necessary Building Department inspections to obtain a Certificate of Occupancy for the new Electrical Building and Plant 1 Grit facility from the Miami-Dade County Building Department.

comply with the minimum wages and other provisions.

The list of parties interested in this Quotation, the list of equipment, references, and financial statement are to be furnished to assist the County in making the award of the Contract and they shall be true and correct.

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared Patrick H. Carr (print name), the President & CEO (print title) of Poole & Kent Company of Florida (print name of Bidder or Proposer), who attests that Poole & Kent Company of Florida (print name of bidder or proposer) shall pay workers on the project minimum wages rates in accordance with Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the contract documents.

STATE OF FLORIDA)
SS
COUNTY OF DADE)

The aforegoing instrument was acknowledged before me this 15th day of January, 2013, on behalf of Patrick H. Carr, President & CEO, who is personally known to me or has produced _____, as identification and who [ ] did [X] did not take an oath.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014
Mailing Address for Notices
One Tower Square
Hartford, CT 06183-6014

OWNER:
(Name, legal status and address)
Miami-Dade Water and Sewer
3071 S.W. 38th Avenue, Douglas Building
Miami, FL 33146

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
South District Wastewater Treatment Plant Screening Systems Improvements for Plants 1 & 2, Contract No. S-863

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of January, 2013

(Witness)

(Witness)

Poole & Kent Company of Florida
(Principal) *(Seal)*

By:
(Title) Patrick H. Carr, President & CEO

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By:
(Title) Rita Saglstano Attorney-in-Fact
Non Resident License #P026098

S-0054/AS 8/10

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.
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. 225023 **Certificate No.** 005208230

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty 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 are corporations duly organized under the laws of the State of Connecticut, 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

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Virginia M. Lovett, and Vincent A. Walsh

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 25th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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: _____
Robert L. Raney, Senior Vice President

On this the 25th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

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

Water and Sewer
3071 SW 38 Avenue
Douglas Building
Miami Fl 33146

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: P0082

RPQ ADDENDUM

(Attachment 9)

Addendum No:	1	Date	12/18/2012
RPQ No:	WS 7360: P0082	Bid Due Date	1/12/2013
Project No:	PCTS 10859	Project Title	South District Waste Water Treatment Plant Screening System Improvements
Project Location:	8950 SW 232 St	Project Manager	
Site Meeting Date:	12/12/2012	Site Meeting Time:	10:00 AM
Project Duration:	565 Days		

01. Bid Due Date has been extended until January 12th, 2013.

02. Attached please find 44 pages.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: Poole & Kent Company of Florida

Name of Individual Authorized to Sign: Patrick H. Carr

Title: President & CEO

Signature:

Date: January 15, 2013

Water and Sewer
3071 SW 38 Avenue
Douglas Building
Miami Fl 33146

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: P0082

RPQ ADDENDUM

(Attachment 9)

Addendum No:	3	Date	12/20/2012
RPQ No:	WS 7360: P0082	Bid Due Date	1/16/2013
Project No:	PCTS 10859	Project Title	South District Waste Water Treatment Plant Screening System Improvements
Project Location:	8950 SW 232 St	Project Manager	
Site Meeting Date:	12/12/2012	Site Meeting Time:	10:00 AM
Project Duration:	565 Days		

01. Attached find 4 pages.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: Poole & Kent Company of Florida

Name of Individual Authorized to Sign: Patrick H. Carr

Title: President & CEO

Signature: [signature]

Date: January 15, 2013

Section 01010 – Summary of Work
1.02 Qualifications

➢ **Project Experience and Past Performance:**

Installation of Process Equipment in Headworks of Operating Municipal WWTP, including FOG Facilities (Minimum of 5 Projects)	✓
Completed within 8 Years or 50% Currently Complete	✓
Installations in Retrofitting Preliminary Treatment Equipment in Operating WWTP without taking the facility out of service (Minimum of 2 Projects)	✓
Construction Cost at least $5M in Value	✓

1. **South District WWTP Septage Receiving and Solids Process Building, Contract S-829**

   Project Description: Construction of 60,000 square foot multi-level concrete block building to house the septage receiving and biosolids processing equipment. Installation of process equipment housed within the building includes two coarse raw water influent bar screens, four fine bar screens, two spiral screw conveyors, two grit classifiers, and a two-ton traveling bridge crane; cast-in-place concrete receiving channel trough structures for the septage/liquid waste receiving area, including seven stop/slide gates, two 30 horsepower overflow pumps, two grit pumps, and two sludge pumps; two 50,000 gallon reinforced concrete fats, oil, and grease floating tanks equipped with two 72" x 36" weir gates and three 18" x 12" sluice gates; an odor-control system consisting of three 60-horsepower blowers for collection of gases, three off-gas scrubbers, and caustic soda (NaOCl) chemical storage and feed systems for the scrubbers; two truck scales with truck wash down; extensive yard piping improvements, demolition of existing structures and site work associated with the new facility, all associated instrumentation and controls.
   Original Contract Duration: 615 Days
   Actual Contract Duration: 614 Days
   Original Contract Value: $11,364,490
   Final Contract Value: $10,745,609
   Change Orders: Value engineering to provide cost savings to County.
   Contact: John Chorlog, *Director of Capital Priority Projects* | Phone: 786-268-5776

2. **Southwest Water Reclamation Facility Expansion Upgrades**

   Project Description: Installation of new mechanical bar screens and screenings wash-presses at the existing headworks building; installation of a new grit removal system consisting of grit chambers, grit pumps, grit separation, and dewatering equipment; construction of a new biological odor control system for the plant headworks and grit removal system; construction of 3 new aeration basins with integral flow splitting box, floating mixers, blowers, air diffuser system, sludge pumping, and scum removal system; construction of 3 new secondary clarifiers with return activated sludge (RAS), waste activated sludge (WAS), and scum pump systems;

Original Contract Duration: 395 Days
Anticipated Contract Duration: 395 Days
Original Contract Value: $1,623,000
Estimated Final Contract Value: $1,623,000
Change Orders: N/A
Contact: Diane Rivera | Phone: 561-493-6117

6. **Pump Station No. 1 Screening and Miscellaneous Improvements**

Project Description: This multi-phased project consisted of refurbishment of junction chambers; continuous bypass pumping including bypass piping, pumps, and standby operators; installation of four new 7' x 9' stop gates and two new 7' x 6' sluice gates; installation of new bar screens, controls, and discharge chutes in an existing operational facility; installation of new odor controls ystem including ductwork, blowers, pumps, tanks, and scrubbers; and extensive demolition.
Original Contract Duration: 30 Months
Anticipated Contract Duration: 42 Months
Original Contract Value: $3,085,000
Estimated Final Contract Value: $3,347,641.47
Change Orders: Design enhancements added by the County.
Contact: Mario Garcia, *Construction Manager III* | Phone: 786-295-4103

- **P&K has vast experience in directing/managing specialty contractors including structural, electrical, and instrumentation at large wastewater treatment facilities.**
- **All projects referenced contact screen/compacting equipment components.**
- **P&K employees are trained and familiar with working in confined space and hazardous areas.**
- **Our bonding capacity is as follows: $100,000,000 single project / $250,000,000 aggregate**
- **Poole & Kent Company of Florida is a fully licensed general, mechanical, plumbing, electrical, site utility and pollutant storage contractor, see attached licenses.**

CURRENT LICENSES

Expiration date: August 31, 2014

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AC# 6173563

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12062500639

DATE	BATCH NUMBER	LICENSE NBR
06/25/2012	118211121	CGC061808

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

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AC# 6173575

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12062500651

DATE	BATCH NUMBER	LICENSE NBR
06/25/2012	118211121	CMC057192

The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

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AC# 6173493

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12062500569

DATE	BATCH NUMBER	LICENSE NBR
06/25/2012	118211121	CFC057380

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

CORPORATE DATA SHEET

Name: Poole & Kent Company of Florida

State of Incorporation: Delaware

Date of Incorporation: June 21, 2004

Federal I. D. Number: 75-3163466

Florida Document No. F04000003751

Stock: 1,000 shares $.01 par value

Stockholder: MES Holdings Corporation

Qualified in the following states:

Florida	**July 1, 2004**

DIRECTORS

R. Kevin Matz

OFFICERS

Patrick H. Carr	**President/Treasurer/Chief Executive Officer (authority resolution)**
Richard Harrington	**Chief Financial Officer**
Brian D. MacClugage	**Executive Vice President (authority resolution)**
Charles K. Neese	**Vice President/Asst. Secretary**
David Strickland	**Senior Vice President/Asst. Secretary (authority resolution)**
Stephen Polk	**Vice President**
R. Kevin Matz	**Vice President**
Mark M. Porto	**Secretary**
Frank Donelan	**Asst. Secretary**

EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, David A. Strickland the duly elected Senior Vice President and Assistant Secretary and Charles K. Neese, the duly elected Vice President and Assistant Secretary of the Company, be and each hereby are, authorized, empowered and directed to execute and submit a bid for the South District Waste Water Treatment Plant Screening Systems for Improvements for Plants 1 and 2, Contract No. S-863 together with contracts and such other instruments in writing as may be necessary on behalf of the said Corporation; and that such documents shall be binding upon the corporation as its own acts and deeds.

Poole & Kent
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

Credit Information

Poole & Kent Company of Florida is a wholly owned subsidiary of EMCOR Group, Inc., a publicly traded company on the New York Stock Exchange.

Type of Business: General Contractors

Our Business is a Corporation.

Federal ID# 75-3163466

Names of Officers:

Patrick H. Carr	President / Chief Executive Officer
Richard Harrington	Chief Financial Officer

Bank References:

JP Morgan Chase Contact: Michelle J. Hollings (212) 622-2846 Acct. # 000000085072023

Trade References:

American Ductile Iron Pipe
P.O. Box 2727
Birmingham, AL 35202
(205) 325-7701

Diversified Fluid Controls
5401 N.W. 10th Terrace
Ft. Lauderdale, FL 33309
(954) 492-1166

Lehman Pipe & Plumbing
230 N.W. 29th Street
Miami, FL 33127
(305) 576-3054

Special Instructions:

All invoices **must** have a purchase order number or a job number.

City of Melbourne
Harold Nantz, P.E., Asst. Utilities Director
2885 Harper Road
Melbourne, FL 32904
(321) 674-5761 – Phone

City of Cocoa, Florida
Everett J. Wegerif, P.E., Public Works Director
155 N. Wilson Avenue
Cocoa, Florida 32922
(321) 433-8770 – Phone

City of Sunrise, Florida
Tim Welch, Acting Director of Utilities
777 Sawgrass Corporate Parkway
Sunrise, FL 33325
(954) 888-6055 – Phone
(954) 846-7404 – Fax

Department of Veteran Administration
David E. Gesser, Engineering Operations Supervisor
7305 N. Military Trail
West Palm Beach, FL 33146
(561) 422-6665 – Phone
(561) 422-8742 – Fax

Department of Veteran Administration
James P. Griffin, Chief Maintenance & Repair
7305 N. Military Trail
West Palm Beach, FL 33146
(561) 422-6665 – Phone
(561) 422-6671 – Fax

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc.
and Subsidiaries
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data)

	December 31,	
	2011	2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 511,322	$ 710,836
Accounts receivable, less allowance for doubtful accounts of $16,685 and $17,287, respectively	1,187,832	1,090,927
Costs and estimated earnings in excess of billings on uncompleted contracts	114,836	88,253
Inventories	44,914	32,778
Prepaid expenses and other	77,749	57,373
Total current assets	1,936,653	1,980,167
Investments, notes and other long-term receivables	5,618	6,211
Property, plant and equipment, net	101,663	88,615
Goodwill	566,805	406,804
Identifiable intangible assets, net	370,373	245,089
Other assets	32,964	28,656
Total assets	$ 3,014,076	$ 2,755,542
LIABILITIES AND EQUITY		
Current liabilities:		
Borrowings under revolving credit facility	$ —	$ —
Current maturities of long-term debt and capital lease obligations	1,522	489
Accounts payable	477,801	416,715
Billings in excess of costs and estimated earnings on uncompleted contracts	441,695	456,690
Accrued payroll and benefits	204,785	192,407
Other accrued expenses and liabilities	205,110	166,398
Total current liabilities	1,330,913	1,232,699
Borrowings under revolving credit facility	150,000	150,000
Long-term debt and capital lease obligations	3,335	1,184
Other long-term obligations	284,697	208,814
Total liabilities	1,768,945	1,592,697
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.01 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 68,125,437 and 68,954,426 shares issued, respectively	681	690
Capital surplus	417,136	427,613
Accumulated other comprehensive loss	(78,649)	(42,411)
Retained earnings	910,042	782,576
Treasury stock, at cost 1,681,037 and 2,293,875 shares, respectively	(14,476)	(15,525)
Total EMCOR Group, Inc. stockholders' equity	1,234,734	1,152,943
Noncontrolling interests	10,397	9,902
Total equity	1,245,131	1,162,845
Total liabilities and equity	$ 3,014,076	$ 2,755,542

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc.
and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2011	2010	2009
Cash flows from operating activities:			
Net income (loss) including noncontrolling interests	$ 133,671	$ (82,684)	$ 163,077
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	27,426	25,498	26,768
Amortization of identifiable intangible assets	26,350	16,417	18,977
Provision for (recovery of) doubtful accounts	2,238	(5,126)	7,178
Deferred income taxes	8,826	(15,390)	2,922
Gain on sale of discontinued operation, net of income taxes	(9,127)	—	—
Gain on sale of equity investments	—	(12,409)	—
Loss on sale of property, plant and equipment	592	127	387
Excess tax benefits from share-based compensation	(3,619)	(1,474)	(2,203)
Equity income from unconsolidated entities	(1,301)	(843)	(2,706)
Non-cash expense for amortization of debt issuance costs	2,438	2,703	1,530
Non-cash income from contingent consideration arrangements	(2,772)	(394)	(304)
Non-cash expense for impairment of goodwill and identifiable intangible assets	3,795	246,081	13,526
Non-cash compensation expense	5,447	5,742	7,454
Supplemental defined benefit plan contribution	—	(25,916)	—
Distributions from unconsolidated entities	606	958	6,177
Changes in operating assets and liabilities, excluding effect of businesses acquired:			
(Increase) decrease in accounts receivable	(75,529)	(8,342)	354,206
(Increase) decrease in inventories	(10,549)	2,118	20,135
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(33,816)	8,757	18,472
Increase (decrease) in accounts payable	34,727	16,992	(135,107)
Decrease in billings in excess of costs and estimated earnings on uncompleted contracts	(16,278)	(73,714)	(87,645)
Increase (decrease) in accrued payroll and benefits and other accrued expenses and liabilities	49,608	(42,639)	(19,014)
Changes in other assets and liabilities, net	6,692	13,065	(33,058)
Net cash provided by operating activities	149,425	69,527	360,772
Cash flows from investing activities:			
Payments for acquisitions of businesses, net of cash acquired, and related earn-out agreements	(301,306)	(39,902)	(21,686)
Proceeds from sale of discontinued operation, net of cash sold	26,627	—	—
Proceeds from sale of equity investments	—	25,570	—
Proceeds from sale of property, plant and equipment	1,409	1,032	1,215
Purchase of property, plant and equipment	(29,581)	(19,359)	(24,100)
Purchases of short-term investments with original maturities greater than 90 days	(17,639)	—	—
Investment in and advances to unconsolidated entities and joint ventures	(28)	(65)	(8,000)
Net cash used in investing activities	(320,518)	(32,724)	(52,571)
Cash flows from financing activities:			
Proceeds from revolving credit facility	—	153,000	—
Repayments of revolving credit facility	—	(3,000)	—
Repayments of long-term debt and debt issuance costs	(4,147)	(200,828)	(3,041)
Repayments of capital lease obligations	(1,095)	(430)	(1,085)
Dividends paid to stockholders	(3,336)	—	—
Repurchase of common stock	(27,523)	—	—
Proceeds from exercise of stock options	5,608	2,818	2,801
Shares tendered to satisfy minimum tax withholding	(1,256)	(875)	(1,660)
Issuance of common stock under employee stock purchase plan	2,310	2,305	2,165
Payment for contingent consideration arrangement	(1,118)	—	—
Distributions to noncontrolling interests	(2,350)	(2,500)	(1,350)
Excess tax benefits from share-based compensation	3,619	1,474	2,203
Net cash (used in) provided by financing activities	(29,288)	(48,036)	33
Effect of exchange rate changes on cash and cash equivalents	867	(4,906)	12,872
(Decrease) increase in cash and cash equivalents	(199,514)	(16,139)	321,106
Cash and cash equivalents at beginning of year	710,836	726,975	405,869
Cash and cash equivalents at end of year	$ 511,322	$ 710,836	$ 726,975

The accompanying notes to consolidated financial statements are an integral part of these statements.

Meadowlands Fire Protection
Secaucus, NJ

EMCOR Services New England Mechanical (NEMSI)
Vernon, CT

EMCOR Services New York/New Jersey
Astoria, NY
Pompton Plains, NJ

EMCOR Services Northeast
Stoughton, MA

Penguin Air Conditioning
Brooklyn, NY

S.A. Comunale
Atlantic City, NJ

Tucker Mechanical
Meriden, CT

Welsbach Electric
College Point, NY

Welsbach Electric of L.I.
Plainview, NY

Bahnson
Winston-Salem, NC

EMCOR Services Combustioneer
Rockville, MD

ConCor Networks
Baltimore, MD

Dynalectric Company
Dulles, VA

EMCOR Services Fluidics
Philadelphia, PA

Intermech
Winston-Salem, NC

Poole & Kent Construction Services, division of The Poole and Kent Corporation
Rockville, MD

The Poole and Kent Corporation
Baltimore, MD

R.S. Harritan & Company, division of Intermech
Richmond, VA

S.A. Comunale
Washington, DC
Philadelphia, PA

EMCOR Services Scalise Industries
Lawrence, PA

USM, Inc.
Norristown, PA

EMCOR Services Aircond
Smyrna, GA

Dynalectric Companies
Miramar, FL
Norcross, GA

Harry Pepper & Associates
Jacksonville, FL

Lowrie Electric
Bartlett, TN

LT Mechanical
Charlotte, NC

EMCOR Services MSI-Mechanical Services
Orlando, FL

PPM
Society Hill, SC

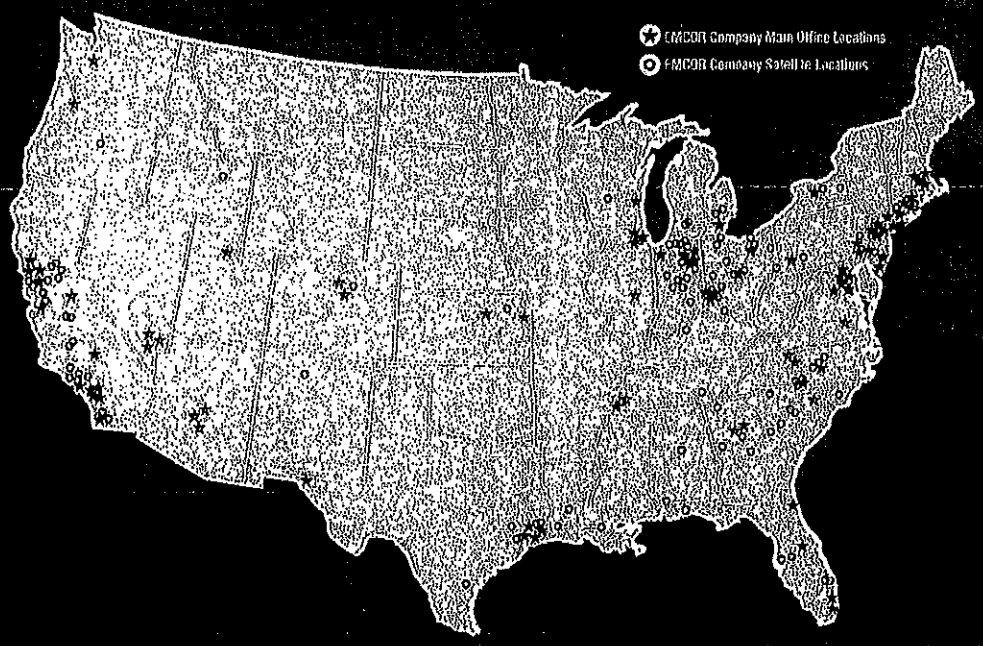
Poole & Kent Company of Florida
Miami, FL

Southern Industrial Constructors
Raleigh, NC

EMCOR Services Walker-J-Walker
Memphis, TN

EMCOR Group (UK) plc
Barnsley
Birmingham
Bristol
Bury St Edmunds
Eastleigh
Hatfield
Kew
Leeds
London
Manchester
Sunderland

As of April 2012



With an operations network of [redacted] strategically positioned throughout [redacted] EMCOR's reach is quite broad – but our industry expertise and execution remain solidly local.

Detail by Entity Name

Foreign Profit Corporation

POOLE & KENT COMPANY OF FLORIDA

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