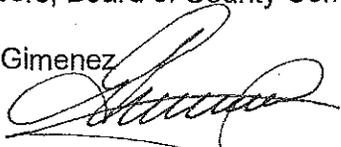


# Memorandum



**Date:** February 19, 2014

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution approving the recommendation to award a construction contract to Poole & Kent Company of Florida, Inc. to construct "Proposed Master Pump Station No. 3" in the total compensation amount of \$21,976,500.00 with a total contract term of four-hundred and ninety-five (495) days

Agenda Item No. 8(O)(1)

Resolution No. R-173-14

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding construction Contract No. S-852 to Poole & Kent Company of Florida, Inc. to construct "Proposed Master Pump Station No. 3" at 1110 S.W. 3<sup>rd</sup> Avenue in Miami-Dade County. The total compensation amount is \$21,976,500.00 with a total contract term of four-hundred and ninety-five (495) days. This construction contract award recommendation was prepared by the Miami-Dade Water and Sewer Department (WASD) and is recommended for approval.

## DELEGATION OF AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this construction contract are as follows:

No additional delegation of authority is requested.

## SCOPE

**PROJECT NAME:** Proposed Master Pump Station No. 3

**PROJECT NO:** S-852

**CONTRACT NO:** S-852

**PROJECT DESCRIPTION:** The project consists of furnishing all materials, labor, and equipment necessary to construct the "Proposed Master Pump Station No. 3", located at 1110 S.W. 3<sup>rd</sup> Avenue, in Miami-Dade County, Florida.

This scope of work includes, but it is not limited to, constructing two (2) multilevel structures (pump station building and generator building); four (4) 300 horsepower centrifugal vertical non-clog sewage pumps and motors; furnishing and installing four (4) variable frequency drives; furnishing and installing four (4) 24-inch ball valves with hydraulic reservoir system and mechanical controls; furnishing and installing ductile iron piping, valves and

fittings; furnishing and installing an odor control system; furnishing and installing a 1,500 kilowatt 4,160 Volt standby emergency diesel generator, one (1) 12,000 gallon diesel fuel storage tank with appurtenances, a 275 gallon diesel fuel day tank with fuel pump, air compressors, and associated valves, controls and piping diesel fuel pump supply and return lines, one (1) diesel fuel fill station; constructing a coffercell structure for the pump station building; furnishing and installing one (1) magnetic flow meter and flowmeter concrete vault; furnishing bridge crane, hoist, trolley and appurtenances; furnishing and installing air compressors, hydro-pneumatic accumulator and associated valves, controls and piping; furnishing and installing sampling equipment; furnishing and installing air conditioning system; constructing duct banks; furnishing and installing transformers, switchgears, instrumentation, motor control centers, battery system and appurtenances; furnishing and installing all conduits, power cables, instrumentation cables, fiber optic cables, control panels, fiber optic panels, operator console and appurtenances; providing the services of a system integrator; dewatering; furnishing and installing fire alarm system, grounding, lightning protection and appurtenances; furnishing and installing doors, overhead cooling doors, interior windows, access hatches and hardware; toilet room, building plumbing, drains, water and sewer services; all interior and exterior building finishes to include bathrooms, stucco, tile, counters and painting; providing the services of the manufacturers field technician for installation and startup; and all other appurtenant and miscellaneous items and work for a complete, functional and satisfactory installation.

**PROJECT LOCATION:** 1042, 1100 and 1110 SW 3<sup>rd</sup> Avenue in the City of Miami, Miami-Dade County, Florida

<b>PROJECT SITES:</b>	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#68523	Various Locations	5	\$21,976,500.00	--

**PRIMARY COMMISSION DISTRICT:** District 5 Bruno A. Barreiro

**APPROVAL PATH:** Board of County Commissioners

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

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

**FISCAL IMPACT / FUNDING SOURCE**

<b>FUNDING SOURCES:</b>	<b><u>SOURCE</u></b>	<b><u>PROJECT NUM</u></b>	<b><u>SITE #</u></b>
	WASD Revenue Bonds Sold	9653371	#68523
	Wastewater Renewal Fund	9653371	#68523
	WASD 2013 Revenue Bond	9653371	#68523
	Wastewater Connection Charges	9653371	#68523

**OPERATIONS COST IMPACT / FUNDING:** \$250,000 per year. The funding source is the Operations and Maintenance (O & M) budget from WASD.

**MAINTENANCE COST IMPACT / FUNDING:** \$250,000 per year. The funding source is the Operations and Maintenance (O & M) budget from WASD.

**LIFE EXPECTANCY OF ASSET:** 50 years

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

<b>CAPITAL BUDGET PROJECT:</b>	<b>CAPITAL BUDGET PROJECT # - DESCRIPTION</b>	<b><u>AWARD ESTIMATE</u></b>
	9653371- PEAK FLOW MANAGEMENT FACILITIES Book Page:136 Funding Year: Adopted Capital Budget Book for FY 2013-19 and Prior Years' Funds	\$21,976,500.00

**PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:** One of the following licenses is required: State General Contractor, General Engineering Contractor, and/or other category as applicable to Chapter 489 of the Florida Statutes or Chapter 10 of the Miami-Dade County Code.

**BID PACKAGES ISSUED:** 28

**BIDS RECEIVED:** 3

**ESTIMATED ORIGINAL CONTRACT PERIOD:** 450 Days.

**TOTAL CONTRACT PERIOD:** 450 Days. Excludes Warranty Administration Period

**CONTINGENCY PERIOD:** 45 Days.

<b>IG FEE INCLUDED IN BASE CONTRACT:</b>	Yes			
<b>ART IN PUBLIC PLACES:</b>	No			
<b>BASE ESTIMATE:</b>	\$18,261,400.00			
<b>BASE CONTRACT AMOUNT:</b>	\$19,110,000.00			
<b>CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):</b>	<b>TYPE</b>	<b>PERCENT</b>	<b>AMOUNT</b>	<b>COMMENT</b>
	Infrastructure	10%	\$1,911,000.00	
<b>PERMIT FEES :</b>	\$955,500.00	5.00%		
<b>TOTAL DEDICATED ALLOWANCE:</b>	\$955,500.00			
<b>TOTAL AMOUNT:</b>	\$21,976,500.00			

**TRACK RECORD / MONITOR**

**SBD HISTORY OF  
VIOLATIONS:** None

**EXPLANATION:** On September 5, 2013, WASD received three (3) bids for this project. The recommendation to award is being made to the lowest responsible, responsive bidder, Poole & Kent Company of Florida, Inc. whose bid is \$21,976,500.00.

The Internal Services Department's Capital Improvements Information System database contains sixteen (16) interim and four (4) final evaluations for Poole & Kent Company of Florida, Inc. and an average overall rating of 3.6 out of a possible 4 points, which is indicative of overall satisfactory performance.

WASD requested a determination from the County Attorney's Office regarding the responsiveness of the apparent low bidder's bid proposal. In a written response, the County Attorney's Office determined that the bid is responsive. Therefore, it is recommended to award this construction project to Poole & Kent Company of Florida, Inc.

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and performance and compliance data. The lists reviewed include: convicted vendors, debarred vendors,

delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the contractors responsibility. This information is being provided pursuant to Resolution R-187-12.

**BID OPEN DATE:** 9/5/2013

**BID BOND EXPIRES:** 3/3/2014

**BID VALID UNTIL:** 3/3/2014

**ESTIMATED NOTICE TO PROCEED:** 2/17/2014

**PRIME CONTRACTOR:** Poole & Kent Company of Florida

**COMPANY PRINCIPAL:** Steven C. Jordan

**COMPANY QUALIFIERS:** David A. Strickland

**COMPANY EMAIL ADDRESS:** patc@pkflorida.com

**COMPANY STREET ADDRESS:** 1781 NW North River Drive

**COMPANY CITY-STATE-ZIP:** Miami, Florida 33125

**YEARS IN BUSINESS:** 9 years

**PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:** According to the Small Business Development Firm History Report, Poole & Kent Company of Florida, Inc. has been awarded five (5) contracts with the County with a total value of \$72,477,062.16 and change orders approved by the Board with a total value of \$61,670.00.

**SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):** Gilmore Electric Company, Inc., Dodec, Inc., Revere Control Systems, Inc., The Airtex Corporation, Allied Roofing, American Cast Iron Pipe Company, Pantropic Power, Inc., Hudson Pump, Mack Company, HD Supply, Inc.

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** Yes The bidder must be experienced in pump station construction, including installation of dry pit vertical non-clog pumps, medium voltage electrical power systems and standby diesel generators. The bidder shall also be experienced in the construction of structures on piles, coffer cell and tremie seal design and construction, and construction methods to minimize noise, dust, and other impacts to surrounding residential neighborhoods.

The bidder must have successfully completed the installation of a minimum of three (3) hydraulic structures within the last ten (10)

years from the date of the solicitation, meeting the following requirements: (1) structure ground floor a minimum of ten (10) feet below the average ground water level elevation, and (2) structure construction requiring installation of sheet piling, coffer cell and tremie seal with a minimum tremie seal volume of 200 cubic yards.

The bidder shall have successfully completed the installation of a minimum of three (3) raw sewage pump stations within the last five (5) years from the date of this solicitation, meeting the following requirement: Installation of dry pit vertical turbine non-clog pumps (minimum 150 horsepower).

In addition, the bidder or his electrical subcontractor shall have successfully completed a minimum of three (3) projects demonstrating experience with medium voltage power supply and standby diesel generators within the last five (5) years, meeting the following requirements: (1) minimum generator size of 1,250 kW; and (2) medium voltage switchgear.

**STANDARD PAYMENT AND PERFORMANCE BOND:** Yes

**REVIEW COMMITTEE:** **MEETING DATE:** 4/9/2013 **SIGNOFF DATE:** 5/10/2013

**APPLICABLE WAGES: (RESOLUTION No. R-54-10)** Yes

<b>REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:</b>	<b>TYPE</b>	<b>GOAL</b>	<b>ESTIMATED VALUE</b>	<b>COMMENT</b>
	CSBE	2.59%	\$544,443.90	The estimated value is the product of the goal percentage multiplied times the sum of the Base Contract Amount plus the Contingency Allowance Amount.
	CWP	0.00%	0	Not Applicable

**MANDATORY CLEARING HOUSE:** Yes

**CONTRACT MANAGER NAME / PHONE / EMAIL:** Isaac Smith 786-268-5196 ISMIT01@miamidade.gov

**PROJECT MANAGER NAME / PHONE / EMAIL:** George L. Aguiar 786-552-8138 GLAGU01@miamidade.gov

**BACKGROUND**

**BACKGROUND:** WASD determined that improvements were required to the sewer facilities serving the area bounded by the Miami River to the north, I-95 to the west, SW 21 Street to the south and Biscayne Bay to the east, known as the Brickell Basin II Area. The facilities currently

serving the area are inadequate to serve increased usage in existing buildings, or new buildings currently under construction and expected to be constructed.

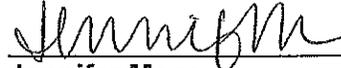
As such, on May 1, 2012, the Board approved Ordinance No. 12-36 which authorizes a special sewer construction connection charge for buildings and properties in the area described above that request new or increased usage. This construction project, Proposed Master Pump Station No. 3, is one in a series of projects to provide more sewer capacity in the Brickell Basin II Area, and will replace existing Pump Station No. 8 which does not have available capacity for peak flows nor future growth.

Proposed Master Pump Station No. 3 will be constructed on newly purchased properties located at 1042, 1100 and 1110 S.W. 3rd Avenue. The proposed facility will be comprised of a multilevel pump station building and dedicated generator building.

The construction of this new pump station facility will also require the construction of several gravity sewer and force mains (to reroute sewage flows) which are not a part of this construction contract.

BUDGET APPROVAL  
FUNDS AVAILABLE:

*H.S.*  
*12/19/13*

  
\_\_\_\_\_  
Jennifer Moon  
OMB DIRECTOR

*12/19/13*  
\_\_\_\_\_  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Henry N. Gillman  
COUNTY ATTORNEY

*12/11/13*  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Alina T. Hudak  
DEPUTY MAYOR

*12/19/13*  
\_\_\_\_\_  
DATE



# MEMORANDUM

(Revised)

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

**DATE:** February 19, 2014

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

**SUBJECT:** Agenda Item No. 8(0)(1)

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(0)(1)  
2-19-14

RESOLUTION NO. R-173-14

RESOLUTION APPROVING CONSTRUCTION CONTRACT NO. S-852 IN THE AMOUNT OF \$21,976,500.00 TO POOLE & KENT COMPANY OF FLORIDA TO CONSTRUCT PROPOSED MASTER PUMP STATION NO. 3 TO PROVIDE SEWER SYSTEM CAPACITY IN THE BRICKELL AREA; 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-852 in the amount of \$21,976,500.00 to Poole & Kent Company of Florida to construct Proposed Master Pump Station No. 3 to provide sewer system capacity in the Brickell area; 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 **Lynda Bell**, 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		<b>aye</b>
	Lynda Bell, Vice Chair		<b>aye</b>
Bruno A. Barreiro	<b>aye</b>	Esteban L. Bovo, Jr.	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>nay</b>	Dennis C. Moss	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez	<b>aye</b>
Juan C. Zapata	<b>absent</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of February, 2014. 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

## FY 2013 - 14 Adopted Budget and Multi-Year Capital Plan

### PEAK FLOW MANAGEMENT FACILITIES

PROJECT #: 9653371

DESCRIPTION: Evaluate and construct alternatives for peak flow management facilities and associated infrastructure  
 LOCATION: Systemwide District Located: Systemwide  
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	22,061	937	0	0	0	0	0	0	22,998
Wastewater Renewal Fund	16,473	0	0	0	0	0	0	0	16,473
Future WASD Revenue Bonds	0	0	61,448	33,817	122,363	204,364	190,547	207,927	820,466
WASD 2013 Revenue Bond	813	0	0	0	0	0	0	0	813
WASD Revenue Bonds Sold	644	0	0	0	0	0	0	0	644
WASD Future Funding	0	0	0	0	0	0	0	6,000	6,000
<b>TOTAL REVENUES:</b>	<b>39,991</b>	<b>937</b>	<b>61,448</b>	<b>33,817</b>	<b>122,363</b>	<b>204,364</b>	<b>190,547</b>	<b>213,927</b>	<b>867,394</b>
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	2,137	1,814	6,070	3,308	11,796	19,700	18,369	20,622	83,616
Construction	20,036	15,136	56,889	31,003	110,567	184,664	172,178	193,305	783,778
<b>TOTAL EXPENDITURES:</b>	<b>22,173</b>	<b>16,750</b>	<b>62,959</b>	<b>34,311</b>	<b>122,363</b>	<b>204,364</b>	<b>190,547</b>	<b>213,927</b>	<b>867,394</b>

### CORROSION CONTROL FACILITIES IMPROVEMENTS

PROJECT #: 9653381

DESCRIPTION: Construct corrosion control facilities and force mains; renovate structures at wastewater treatment plants and pump stations; and restore sewer mains  
 LOCATION: Systemwide District Located: Systemwide  
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	115	0	0	0	0	0	0	0	115
Future WASD Revenue Bonds	0	0	1,000	1,500	3,000	2,000	0	0	7,500
WASD Revenue Bonds Sold	9,461	0	0	0	0	0	0	0	9,461
<b>TOTAL REVENUES:</b>	<b>9,576</b>	<b>0</b>	<b>1,000</b>	<b>1,500</b>	<b>3,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>17,076</b>
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	94	1	10	15	30	20	0	0	170
Construction	9,367	114	990	1,485	2,970	1,980	0	0	16,906
<b>TOTAL EXPENDITURES:</b>	<b>9,461</b>	<b>115</b>	<b>1,000</b>	<b>1,500</b>	<b>3,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>17,076</b>



## Small Business Development Division Project Worksheet

**Project/Contract Title:** MASTER PUMP STATION NO. 3 **Received Date:** 04/09/2013  
**Project/Contract No:** S-852 **Funding Source:**  
**Department:** WATER & SEWER DEPARTMENT **EW 623, PLANT EXPANSION**  
**Estimated Cost of Project/Bid:** \$20,086,600.00 **FUND**

**Description of Project/Bid:** To establish a contract that consists of furnishing all materials, labor and equipment necessary to construct proposed sewerage Master Pump Station No. 3, including, but not limited to, constructing two multilevel structures (pump station building and generator building); four (4) 300 horsepower centrifugal vertical non-clog sewage pumps and motors; furnishing and installing four (4) variable frequency drives; furnishing and installing four (4) 24-inch ball valves with hydraulic reservoir system and mechanical controls; furnishing and installing ductile iron piping, valves and fittings; furnishing and installing an odor control system; furnishing and installing a 1,500 kilowatt 4,160 **Resubmittal Date(s):**

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CSBE	2.59%

**Reasons for Recommendation**

An analysis of the factors contained in Section VI C of Implementing Order 3-22 indicate that a CSBE goal is appropriate.

Verification of Availability to Bid Letters were sent to CSBE firms certified in the Electrical Trade in an attempt to increase the subcontractor goal recommendation. Four (4) responses were received, of which one (1) met this project's specified criteria for the electrical scope of work.  
CWP Not Applicable: Not in DTA

Trade Category: 237310-Highway, Street, And Bridge Construction; 237990-Other Heavy And Civil Engineering Construction; 238140-Masonry Contractors; 238160-Roofing Contractors; 238220-Plumbing, Heating, And Air-Conditioning Contractors; 238290-Other Building Equipment Contractors; 238320-Painting And Wall Covering Contractors; 238350-Finish Carpentry Contractors; 238910-Site Preparation Contractors; 238990-All Other Specialty Trade Contractors

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Highway, Street, and Bridge Construction	CSBE	\$11,288.67	0.06%	86
Other Heavy and Civil Engineering Construction	CSBE	\$55,981.35	0.28%	60
Masonry Contractors	CSBE	\$72,090.81	0.36%	0
Roofing Contractors	CSBE	\$85,187.27	0.42%	67
All Other Specialty Trade Contractors	CSBE	\$23,581.67	0.12%	66
Other Building Equipment Contractors	CSBE	\$74,681.98	0.37%	9
Painting and Wall Covering Contractors	CSBE	\$19,986.17	0.10%	54
Finish Carpentry Contractors	CSBE	\$23,280.37	0.12%	17
Site Preparation Contractors	CSBE	\$78,096.70	0.39%	386
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	\$75,485.44	0.38%	111
<b>Total</b>		<b>\$519,660.43</b>	<b>2.59%</b>	

**Living Wages:** YES  NO  **Highway:** YES  NO  **Heavy Construction:** YES  NO   
**Responsible Wages:** YES  NO  **Building:** YES  NO

*Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal funds. 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.*



Small Business Development Division  
Project Worksheet

Project/Contract Title: MASTER PUMP STATION NO. 3  
Project/Contract No: S-852  
Department: WATER & SEWER DEPARTMENT  
Estimated Cost of Project/Bid: \$20,086,600.00

Funding Source:  
EW 623, PLANT EXPANSION  
FUND

Received Date: 04/09/2013

Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside		Tier 2 Set Aside	
Set Aside	Level 1	Level 2	Level 3
Trade Set Aside (MCC)		Goal 2.59%	Bid Preference
No Measure		Deferred	Selection Factor
CWP		<i>V. Clark</i> SBD Director	<i>5/10/13</i> Date

# Memorandum



**Date:** December 5, 2013  
**To:** Isaac Smith, Manager  
Construction Contracts Section  
Miami-Dade Water and Sewer Department  
**From:** Hugo Benitez  
Assistant County Attorney  
**Subject:** Responsiveness of Bid  
Contract No. S-852 Proposed Master Pump Station No. 3

SCRIVENER'S ERROR  
CORRECTED DECEMBER 12, 2013

You asked for a written opinion on the responsiveness of the bid of Poole & Kent Company of Florida ("PK") in connection with the invitation to bid for the referenced project. In particular, you have asked us to address the issues raised by the second low bidder, Munilla Construction Management, Inc. ("MCM") in its Pre-protest notice. For the reasons set forth below, and previously discussed with you, we are of the opinion that PK is a responsive bidder.

## Background

We rely on the facts set forth in your memoranda to us, our oral communications with you, the Engineer of Record (MWH Americas) and our review of the applicable documents.

On June 26, 2013 the County, through its Water and Sewer Department, advertised a bid to procure services in connection with the construction of Master Pump Station Number Three and adjacent generator building. The ITB was amended numerous times through the issuance of seven addenda, the last of which was issued on August 29, 2013 (the bid, as modified by the addenda, is referred to as the "ITB").

The ITB contained the following relevant provisions, among others:

1. The bid was to be awarded to "that responsive, responsible Bidder whose evaluated bid totals the lowest number of dollars". ITB Section 17 Award of Contract.
2. The lowest evaluated bid was to be determined by the sum of various line items constituting a base price plus the Evaluated Pumping Cost for three centrifugal vertical non-clog pumping units with 300 HP motors. ITB Addendum 7. The evaluation of the bids was to "assure the procurement of the most life cycle cost efficient equipment for the master Pump Station No. 3." Id. The addendum further provided that to make the determination of cost efficiency, the "Department will consider the cost of pumping effluent over a 20-year period with the proposed equipment."
3. Addendum 7 provided for a new bid form that specifically invited the vendors to fill in a blank space the proposed "Pump Make and Model" and the "Pump Motor Make and Model."

4. Addendum 7 further provided for the vendor to identify "Pump Efficiency", "Motor Efficiency" and "Guaranteed Wire to Water Efficiency at Rated Conditions". The purpose of these calculations was to provide a life cycle cost guarantee in the manner set forth in the specification. See Addendum 7, paragraph EE. The bidder's stated efficiency rating for pump and motor are guaranteed by the bidder insofar as the system's failure to deliver the efficiency ratings results in credits to the County.

5: The bid contains a minimum standard for the pump to be delivered by reference to a named pump, manufactured by Morris. In Section 2.6 of technical specifications, the bid identifies the Morris Pump, or its approved equal, as the minimum standard. See ITB, Volume 2 Page 432149-15. Notwithstanding the identification of the Morris Pump as a standard, the bid expressly permits, and invites, the identification of an alternate pump as the basis for the bid. See Addendum 7, Proposal Page 1J of 12, bid item 31; Instruction EE ("to assure the procurement of the most life cycle cost efficient equipment . . .the Department will consider the cost of pumping . . . with the proposed equipment").

6. The bid contains an exacting methodology for testing and approving the proposed equipment. These include generally shop drawing review, Section 013300 (requiring submittal of shop drawings, manufacturers literature, samples, listing of projects where substitute is used); factory testing; ITB p.432000-5, and field testing. ITB p. 432000-8.

7. Because the final determination of suitability of the proposed pump is both expensive and time consuming, involving engineering analysis at various stages, the specification does not require the bidder to prove the suitability of the proposed pump at the time of bid, nor for the County to make the determination of suitability in advance. Accordingly, when persons proposing to bid requested that the County make the determination that certain pumps be considered approved equals in advance of bid opening, the County declined stating that "approved equal requests will be given once Contractor is selected." ITB Addendum Number 5, R-6 & R-7.

8. Rather than shift the burden to the County to determine the suitability of the proposed pump in advance of bidding the ITB places the risk that the pump will not comply squarely with the bidder, by making the bidder fully responsible for the suitability of the proposed pump. ITB Standard Construction General Conditions, Section 7(b)(4) ("the burden of proving the quality, suitability and cost of an alternative shall be borne by the Contractor") Thus, the bidder must certify to the County that the proposed pump is in fact equal. ITB Section 1.8, p. 013300; ITB Standard Construction General Conditions, Section 7(b)(5) ( Contractor certifies that there will be no increase in cost to the owner and the alternative shall conform to the detailed requirements).

9. Most significantly, the ITB obligates the bidder to provide to the County the named pump, at no additional cost, in the event that the proposed pump is determined by the County to be not equal. Section 7 of the ITB, contained within Addendum 7 provides in clear and unequivocal terms: "Alternate materials are provided at the risk of the Contractor. . . In the event that it is found that such alternate materials are not of equal or better quality than that specified, the

Contractor shall be solely responsible for all costs to replace such alternate materials with acceptable materials irrespective of prior approval by the Engineer.” Addendum 7, p.5.

The County received three bids. PK’s bid was for a total evaluated bid of approximately 25 million dollars. MCM was the second low bid for approximately 27 million dollars. In the bid form, PK identified the Flygt pump as its proposed pump for the project. MCM specified the Morris pump.

MCM directed a letter to the County protesting the low bid of PK arguing that the Flygt pump is not equal to the Morris pump. MCM’s argument is that all bidders “were required to include Morris Pumps pump in their bids” and to allow PK to bid the Flygt pump would place them at a competitive advantage.

Although the final determination has yet to be made, the County’s consulting engineer on the project has made the preliminary determination based on the information provided that the Flygt pump meets or exceeds the ITB requirements.

### Analysis

MCM is wrong. Contrary to MCM’s assertion, the bid does not require bidders to include Morris Pumps in their bids. A simple review of the bid form in Addendum 7, and the accompanying instructions to bidders, makes abundantly clear that the County invited the bidders to complete the section with a proposed pump and a proposed motor, which then serves as a basis for an evaluated bid calculation.

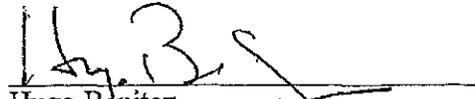
MCM’s “interpretation” of the bid is contrary to both the bid form and the bid language. Beyond that, it clearly negates the very purpose of the life cycle costing analysis for which the bid has been designed. If, as suggested by MCM, only the Morris pump could be bid, there would be no reason to engage in the comparative analysis of the efficiency rating of different pumps. The efficiency rating of the Morris Pump could have simply been provided as a constant, limiting the evaluation of the bid to the cost of supplying and installing the pump under separate provisions of the bid. To deny the County the opportunity to save more than two million dollars, MCM advances an interpretation of the bid that is belied by both the language and the intent of the bid, which is to allow the County to “assure the procurement of the most life cycle cost efficient equipment”. Addendum 7.

MCM then asserts that under applicable case law, a bidder may not bid a not conforming item. That is true. But, unlike the case authority cited by MCM this bid did not call for a specific item, which the bidder has failed to provide. Instead, this ITB calls upon the bidder to provide the item or equal, specifically inviting the bidder to identify what item it will provide. Beyond that, the ITB makes the bidder bear the complete risk of the suitability of the pump provided, and further obligates the bidder in advance to bear any cost or other risk which may result from the non conformance of the proposed bid including the cost of supplying the conforming item. Thus rather than an advantage over other bidders, PK has decided to assume a risk greater than the one assumed by MCM. If PK’s pump is not conforming, PK bears the risk of replacement of the non

conforming pump with a conforming pump and all costs and time related to such replacement. Preliminary assessments are, however, that PK's proposed pump is conforming.

For these reasons, we believe MCM's arguments have no merit and you may proceed to recommend award to the low bidder, PK.

Please call us if you have any further questions; we are ready to assist you in defense of your recommendation in the event of further challenges or protests.

  
Hugo Benitez  
Assistant County Attorney

## 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

**"PROPOSED MASTER PUMP STATION NO. 3,  
CONTRACT NO. S-852"**

for the aggregate amount reflected by the Proposal, said aggregate amount being of     **Twenty One Million Nine Hundred Seventy Six Thousand Five Hundred Dollars and No Cents (U.S. Dollars) \$21,976,500.00.**    

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

## CONTRACT

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".

**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 Ruvlin  
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

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

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

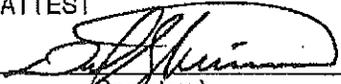
(PARTY OF THE FIRST PART)

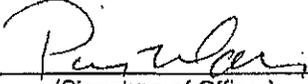
Approved as to Form and Legal Sufficiency

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

**WHEN THE CONTRACTOR IS A CORPORATION**

(CORPORATION SEAL)

ATTEST  
  
(Secretary)  
David A. Strickland  
SVP & Asst. Secretary  
\_\_\_\_\_  
(Print or type name)

Pooler & 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.  
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**TRAVELERS** 

*Travelers Bond & Financial Products  
Construction Services; One Tower Square,  
Hartford, CT 06183  
Phone: 732-321-5600  
Fax: 866-829-0409*

*Rita Sagistano, Attorney-In-Fact  
Alliant Insurance Services, Inc.  
License No. 0C36881  
333 Earle Ovington Boulevard, Suite 700  
Unlondale, NY 11553*

December 6, 2013

Miami Dade Water and Sewer Department of Miami-Dade County, Florida  
3071 SW 38th Avenue, Douglas Building  
Miami, FL 33125

**Re: PRINCIPAL: Poole & Kent Company of Florida  
PROJECT: "Proposed Master Pump Station No. 3, Contract No. S-852"**

Gentlemen:

The undersigned, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereby Consents to the extension of the above bid bond until March 3, 2014.

Very truly yours,

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

BY:   
Rita Sagistano, Attorney-in-Fact

DEC 09 '13 PM04:34



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. 227047

Certificate No. 005607094

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, Vincent A. Walsh, and Lee Ferrucci

of the City of Uniondale, 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 16th day of August, 2013.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 16th day of August, 2013, 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.



[Signature]
Marie C. Tetreault, Notary Public

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., 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

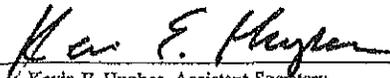
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 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 6th day of December, 2013

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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.

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

Florida

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

State of ~~New York~~, County of ~~New York~~ **Miami-Dade** ) ss.

On this **9th** day of **December**, 20 **13**, before me personally appeared **Patrick H. Carr** to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of **Miami** that he/she is the **President & CEO** of **Poole & Kent Company of Florida** 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.

*Patrick H. Carr*  
\_\_\_\_\_  
Patrick H. Carr

**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 **6th** day of **December**, 20 **13**, before me personally appeared **Rita Sagistano** to me known, who, being by me duly sworn, did depose and say: That he/she resides in ~~New York~~ **County of Nassau, NY** 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, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

*Nelly Renciwich*  
\_\_\_\_\_  
Notary Public

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183**

**NELLY RENCHIWICH**  
Notary Public, State of New York  
No. 01RE621815B  
Qualified in Queens County  
Commission Expires March 1, 2014

**FINANCIAL STATEMENT AS OF DECEMBER 31, 2012  
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK  
CAPITAL STOCK \$ 6,480,000**

ASSETS		LIABILITIES	
CASH AND INVESTED CASH	\$ 15,938,791	UNEARNED PREMIUMS	\$ 783,409,892
BONDS	3,713,171,015	LOSSES	801,058,710
INVESTMENT INCOME DUE AND ACCRUED	50,798,732	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	1,448,621
OTHER INVESTED ASSETS	280,730,697	LOSS ADJUSTMENT EXPENSES	534,370,660
PREMIUM BALANCES	104,542,598	COMMISSIONS	29,781,779
NET DEFERRED TAX ASSET	63,274,378	TAXES, LICENSES AND FEES	89,702,804
REINSURANCE RECOVERABLE	12,410,824	OTHER EXPENSES	35,598,987
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,789,185	FUNDS HELD UNDER REINSURANCE TREATIES	94,449,844
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,080,470	CURRENT FEDERAL AND FOREIGN INCOME TAXES	80,676,573
UNDISTRIBUTED PAYMENTS	(1,439,589)	REMITTANCES AND ITEMS NOT ALLOCATED	18,270,831
OTHER ASSETS	884,093	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	79,084,806
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,163,184
		POLICYHOLDER DIVIDENDS	6,730,121
		PROVISION FOR REINSURANCE	5,314,325
		ADVANCE PREMIUM	728,898
		PAYABLE FOR SECURITIES LENDING	7,769,155
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(70,809,744)
		ESCHEAT LIABILITY	825,399
		OTHER ACCRUED EXPENSES AND LIABILITIES	282,082
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,669,106,957</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,765
		OTHER SURPLUS	1,340,168,061
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 1,780,451,827</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,339,358,778</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,339,358,778</b>

Securities carried at \$7,740,125 in the above statement are deposited with public authorities, as required by law



# MIAMI DADE COUNTY

## Department of Small Business Development

### Firm History Report

From: 09/23/2008 To: 09/23/2013

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-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
* 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
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-863 (P0082)	1	WS	GOAL CSBE 5.51%	04/02/2013	\$5,720,050.00
SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 (S-863)					
					\$5,720,050.00

26

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



MIAMI DADE COUNTY  
Department of Small Business Development  
Firm History Report

From: 09/23/2008 To: 09/23/2013

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	\$72,477,062.16
				Total Change Orders Approved by BCC	\$61,670.00
					\$72,538,732.16

27

\* 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	<u>S-812 (A)</u>	CON	Poolo & Kent Company of Florida	9/28/2009	Mario Garcia	Interim	<u>3.5</u>
WS	<u>S-805 (A)</u>	CON	Poolo & Kent Company of Florida	9/29/2009	Mario Garcia	Interim	<u>3.3</u>
WS	<u>S-816 (A)</u>	CON	Poolo & Kent Company of Florida	9/10/2009	Mario Garcia	Completion of construction	<u>4.0</u>
WS	<u>S-805 (A)</u>	CON	Poolo & Kent Company of Florida	6/30/2010	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	Poolo & Kent Company of Florida	6/30/2010	Mario Garcia	Interim	<u>3.4</u>
WS	<u>S-817 (A)</u>	CON	Poolo & Kent Company of Florida	7/2/2010	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-812 (A)</u>	CON	Poolo & Kent Company of Florida	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
WS	<u>S-829 (A)</u>	CON	Poolo & Kent Company of Florida	5/3/2011	Mario Garcia	Interim	<u>2.5</u>
WS	<u>S-805 (A)</u>	CON	Poolo & Kent Company of Florida	5/3/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	Poolo & Kent Company of Florida	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	Poolo & Kent Company of Florida	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-812 (A)</u>	CON	Poolo & Kent Company of Florida	8/23/2011	Mario Garcia	Project conclusion or closeout	<u>3.8</u>
WS	<u>S-817 (A)</u>	CON	Poolo & Kent Company of Florida	8/23/2011	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-805 (A)</u>	CON	Poolo & Kent Company of Florida	8/23/2011	Mario Garcia	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	Poolo & Kent Company of Florida	8/23/2011	Mario Garcia	Interim	<u>3.0</u>
WS	<u>W-857 (A)</u>	CON	Poolo & Kent Company of Florida	10/7/2011	Robert Stebbins Jr.,	Interim	<u>3.8</u>
WS	<u>S-829 (A)</u>	CON	Poolo & Kent Company of Florida	1/31/2012	Mario Garcia	Project conclusion or closeout	<u>3.0</u>
WS	<u>S-805 (A)</u>	CON	Poolo & Kent Company of Florida	2/24/2012	Mario Garcia	Interim	<u>3.7</u>
WS	<u>S-817 (A)</u>	CON	Poolo & Kent Company of Florida	10/1/2012	Mario Garcia	Interim	<u>3.8</u>
WS	<u>W-857 (A)</u> WO: 1	CON	Poolo & Kent Company of Florida	11/30/2012	Robert Stebbins Jr.,	Project conclusion or closeout	<u>3.8</u>

Evaluation Count: 20 Contractors: 1 Average Evaluation: 3.6

Exit

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

PROPOSED MASTER PUMP STATION NO. 3

CONTRACT NO. S-852  
ESTIMATE: \$21,000,810

TABULATION OF BIDS		Poole & Kent Co. of Florida		MCM		Bid Date: September 6, 2013		
BIDDERS		1781 NW North River Drive Miami, FL 33125		6201 SW 70 Street Miami, FL 33143		Central Intercounty, Joint Venture 9030 NW 97 Terrace Medley, FL 33178		
Item No.	Description	Estimated Quant.	Unit	Total	Unit	Total	Unit	Total
1	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including early shop drawing submittal, preparation and acceptance of MOT, bid excluding materials and permit costs, both of which are paid under other payment items, the aggregate sum of (not to exceed 5% of the subtotal of bid items)	Aggr. Sum	\$800,000.00	\$800,000.00	\$375,000.00	\$375,000.00	\$728,877.00	\$728,877.00
2	For selling and delivering to the Department all necessary materials, equipment and supplies for the Project except that under other bid items, the aggregate sum of	Aggr. Sum	500,000.00	500,000.00	52,000.00	52,000.00	11,533.00	11,533.00
3	For all other costs incurred in completing the Project including installation of all materials, equipment and supplies furnished under Item No. 2, including all other labor, bond, insurance, other miscellaneous costs, and overhead and profit for the Project, complete, the aggregate sum of	Aggr. Sum	2,100,000.00	2,100,000.00	305,000.00	305,000.00	189,284.00	189,284.00
4	For constructing a coffercell, augercast concrete piles, test piles, dewatering and concrete mat foundation for the Pump Station Building, the aggregate sum of	Aggr. Sum	3,600,000.00	3,600,000.00	2,750,000.00	2,750,000.00	3,300,000.00	3,300,000.00
5	For constructing the Pump Station Building structure, including building foundation, walls, floors, stairs, roof, windows, metal platforms, miscellaneous metals, bridge cranes, plumbing, HVAC equipment, louvers, electrical conduits, wiring, and panels, lighting fixtures, and electrical outlets, the aggregate sum of	Aggr. Sum	3,700,000.00	3,700,000.00	4,575,000.00	4,575,000.00	6,584,388.00	6,584,388.00
6	For selling and delivering to the Department four (4) 5,200 gpm, centrifugal vertical non-clog pumps and four (4) 300 HP, 900 RPM, 4,160 volt motors as specified with VFD's including wiring, connections, controls and accessories, the price per each assembly (consisting of pump, motor and VFD combination) of	4 Each	825,000.00	3,300,000.00	1,250,000.00	5,000,000.00	1,042,500.00	4,170,000.00
7	For installation four (4) 5,200 gpm, centrifugal vertical non-clog pumps and four (4) 300 HP, 900 RPM, 4,160 Volt motors as indicated on Plans with VFD's including wiring, connections, controls, and accessories, the price per each assembly (consisting of pump, motor and VFD combination) of	4 Each	10,000.00	40,000.00	85,000.00	340,000.00	37,500.00	150,000.00
8	For selling and delivering to the Department 1,500 KW, 1,864 KVA, 1,800 rpm, 4160V standby diesel generator, including electrical conduits and wiring, control conduits and wiring, diesel fuel day tank and pumping equipment, exhaust piping and couplings, silencer, appurtenances and accessories, startup and testing, materials and fuel for testing, concrete equipment pad, loading and unloading and appurtenances, the price each of	1 Each	1,400,000.00	1,400,000.00	1,350,000.00	1,350,000.00	1,381,970.00	1,381,970.00
9	For installation of 1,500 KW, 1,864 KVA, 1,800 rpm, 4160V standby diesel generators and appurtenances and accessories, the price each of	1 Each	10,000.00	10,000.00	155,000.00	155,000.00	40,000.00	40,000.00
10	For furnishing and installing 12,000 gallons diesel fuel tank, fuel piping and appurtenances, complete, the aggregate sum of	1 Each	125,000.00	125,000.00	75,000.00	75,000.00	87,800.00	87,800.00

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

PROPOSED MASTER PUMP STATION NO. 3

CONTRACT NO. S-852  
ESTIMATE: \$21,000,610

TABULATION OF BIDS		Poole & Kent Co. of Florida 1781 NW North River Drive Miami, FL 33125		MCM 6201 SW 70 Street Miami, FL 33143		Bid Date: September 5, 2013 Central Intercounty, Joint Venture 9030 NW 97 Terrace Medley, FL 33178		
Item No.	Description	Estimated Quant.	Unit	Total	Unit	Total	Unit	Total
11	For sodding of open grass area as shown in the Plans, the aggregate sum of	Aggr. Sum	8,000.00	8,000.00	25,000.00	25,000.00	8,175.00	8,175.00
12	For constructing the Generator Building structure, structure foundation, CMU walls, floors, roof, windows, HVAC equipment, louvers, lighting fixtures, miscellaneous metals, electrical outlets and plumbing, the aggregate sum of	Aggr. Sum	600,000.00	600,000.00	700,000.00	700,000.00	1,028,295.00	1,028,295.00
13	For furnishing and installing a hydroxyl radical mist odor control system, including ozone generator, nozzles, nozzle cleaning kit, nozzle blower inlet air package, exhaust air duct package, intake filter, electrical connections, controls, sun-shield, accessories and appurtenances, the price each of	1 Each	220,000.00	220,000.00	200,000.00	200,000.00	251,000.00	251,000.00
14	For furnishing and installing 24-inch resilient seated pump control ball valve with electrical/hydraulic valve actuator, one (1) total hydraulic valve accumulator system, electrical connections, accessories and appurtenances, the price each of	4 Each	125,000.00	500,000.00	125,000.00	500,000.00	351,000.00	1,404,000.00
15	For selling, delivering and installation of all yard piping and associated equipment shown in Plans, the price each of	Aggr. Sum	350,000.00	350,000.00	2,350,000.00	2,350,000.00	905,533.00	905,533.00
16	For furnishing and installing all medium voltage electrical gear, panels, conduit and cabling, including Motor Control Centers, Buses Main and Generator Switchgear, and Transformers the aggregate sum of	Aggr. Sum	750,000.00	750,000.00	785,000.00	785,000.00	480,000.00	480,000.00
17	For furnishing and installing all low voltage electrical gear, panels, conduit and cabling, including switchboards, power panels, lighting panels, and transformers, the aggregate sum of	Aggr. Sum	175,000.00	175,000.00	170,000.00	170,000.00	212,000.00	212,000.00
18	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of,	18000 Sq. Ft.	10.00	180,000.00	22.10	397,800.00	1.00	18,000.00
19	For furnishing traffic control, lane closure; the aggregate sum of,	Aggr. Sum	50,000.00	50,000.00	11,000.00	11,000.00	96,117.00	96,117.00
20	For constructing limerock base for Type "M" permanent paving repairs, the price per square yard of	950 Sq. Yd.	22.00	20,900.00	21.00	19,950.00	9.32	8,854.00
21	For furnishing and installing tack coat and 1-1/2-inch thick course of Type "M" permanent paving over the base material in Item 20, the price per square yard of	950 Sq. Yd.	24.00	22,800.00	21.00	19,950.00	19.03	18,078.50
22	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation, the aggregate sum of	Aggr. Sum	8,000.00	8,000.00	5,500.00	5,500.00	1,528.00	1,528.00
23	For constructing concrete screen wall and planters, furnishing and installing ornamental fencing and gates, and furnishing and installing landscaping, the aggregate sum of	Aggr. Sum	125,000.00	125,000.00	250,000.00	250,000.00	169,251.00	169,251.00
24	For all other work, including final cleanup, the aggregate sum of	Aggr. Sum	250,300.00	250,300.00	20,000.00	20,000.00	5,225.00	5,225.00
25	For providing the services of a system Integrator and furnishing and installing all SCADA, field instruments, control panels, control panels, software programming, providing supervisory labor, instrument calibration, factory acceptance and start-up services, the aggregate sum of	Aggr. Sum	250,000.00	250,000.00	300,000.00	300,000.00	404,000.00	404,000.00

MIAMI-DADE WATER AND SEWER DEPARTMENT  
MIAMI-DADE COUNTY

PROPOSED MASTER PUMP STATION NO. 3

CONTRACT NO. S-852  
ESTIMATE: \$21,000,610

TABULATION OF BIDS						Bid Date: September 5, 2013		
BIDDERS		Poole & Kent Co. of Florida 1781 NW North River Drive Miami, FL 33125		MCM 6201 SW 70 Street Miami, FL 33143		Central Intercounty, Joint Venture 9030 NW 97 Terrace Medley, FL 33178		
Item No.	Description	Estimated Quant.	Unit	Total	Unit	Total	Total	
25	Furnish and install the 1500 KW medium voltage diesel engine generator with a pneumatic starting system in place of the 24VDC electric starting system, including the additional cost of furnishing the generator with a DC power operated air starting motor, DC operated air start valve, air starting silencer, and supply air inlet pressure reducing regulator, wiring, and controls, and all other appurtenant and miscellaneous items as specified in Section 263213 Medium Voltage Diesel Engine Generators for Generator Pneumatic Start Contingency; crediting back the cost of the 24VDC electric starting system (including starting motors, battery, racks, charger, alternator, wiring, and controls, and all other appurtenant and miscellaneous items as specified in Section 263213 for the Base Bid); furnishing and installing two (2) air compressors as specified by Section 431250 - Air Compressors and air piping, valves, instruments, controls, panels, and appurtenances as shown on Drawing 21-3; this item will be used only if authorized by the Engineer; the aggregate sum of	Aggr. Sum	25,000.00	25,000.00	200,000.00	200,000.00	35,000.00	35,000.00
27	<b>SUBTOTAL (Sum of Bid Items Nos. 1 through 26)</b>			19,118,000.00		20,931,200.00		21,599,008.50
<b>DEDICATED AND CONTINGENCY ALLOWANCE ACCOUNTS</b>								
28	For cost of required construction permits at fees, if authorized by the Engineer, the sum of 5% of the Subtotal, Item 27, (.05)(Subtotal, Item 27)	Dedicated Allowance		955,500.00		1,046,560.00		1,084,950.43
29	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 27, (.10)(Subtotal, Item 27)	Dedicated Allowance		1,911,000.00		2,093,120.00		2,169,800.85
30	<b>TOTAL BID (Sum of Bid Items Nos. 27, 28, and 29)</b>			\$21,975,500.00		\$24,070,880.00		\$24,953,659.78
31	Evaluated Pumping Costs for Centrifugal Vertical Non-Clog Pumping Unit with 300 HP Motor as provided under Bid Item No. 6 (Cost calculated as specified in Section 012900, the cost each of,	3 Each	1,062,926.00	3,188,778.00	1,144,308.00	3,432,924.00	1,525,376.67	4,576,130.01 *
32	<b>TOTAL EVALUATED BID (Sum of Bid Items Nos. 30 and 31)</b>			\$25,165,278.00		\$27,503,804.00		\$29,529,989.79 *

\* Revised Due To Bidder's Error

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-2.1.1 and 10-33.1) (Ordinance No. 08-113)

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

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

I state that the bidder of this contract:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: Patrick H. Carr  
Signature of Affiant

September 19, 2013  
Date

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

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

Poole & Kent Company of Florida  
Printed Name of Firm

1781 N.W. North River Drive, Miami, FL 33125  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 19th day of Sept., 2013

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

*Christine*  
Signature of Notary  
Christine Mendez  
Print or Stamp Name of Notary

\_\_\_\_\_  
Type of Identification  
\_\_\_\_\_  
EE 213393  
\_\_\_\_\_  
Serial Number  
\_\_\_\_\_  
10/31/2016  
\_\_\_\_\_  
Expiration Date

Notary Public - State of FL

Notary Seal



**THIS FORM MUST BE COMPLETED  
SCHEDULE OF INTENT AFFIDAVIT  
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM**

Name of Prime Contractor Firm Poolle & Kent Company of Florida Contact Person Patrick H. Carr  
 Address 1781 N.W. North River Drive, Miami, FL 33125 Phone (305) 325-1930 Fax (305) 324-0522  
 Project Name Proposed Master Pump Station No. 3 Project Number S-852  
 CSBE Contract Measure 2.59%

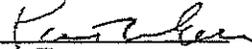
This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

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	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No			
Dodac, Inc.	746	5/31/2015			Mechanical	100%	2.6%
Subcontractor Total Percentage:							

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

 Patrick H. Carr President & CEO 8/22/2013  
 Prime Signature Prime Print Name Prime Print Title 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.

 DEAN LINDO Y.P. 8/22/2013  
 Subcontractor Signature Subcontractor Print Name Subcontractor Print Title 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 Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

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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-852

Date: September 19, 2013

Contract Name: Proposed Master Pump Station No. 3

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

Business Name and Address of First Tier Subcontractor/Sub-Consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-Consultant	Principal Owner Gender	Principal Owner Race
Gilmore Electric - Jupiter, FL	David Loveland	Electrical	M	W
Dodec, Inc. - Bialeah Gardens, FL	Trevor Pantry	Mechanical	M	B
Revere Control Systems, Inc. - Lakeland, FL	Robert Adams	Instrumentation & Controls	M	W
Airtex Corporation - West Palm Beach, FL	Keith Brown	HVAC	M	W
Allied Roofing - Miami, FL	Marcial Garcia	Roofing	M	H
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner Gender	Principal Owner Race
American Cast Iron Pipe - Birmingham, AL	Employee Owned	Ductile Iron Pipe		Privately Held
Pantropic Power, Inc. - Miami, FL	Rolando Coll	Catepillar Diesel Engine Generator	M	H
Hudson Pump - Lakeland, FL	Jerry Reinstatler	Flygt Vertical Non-clog Pumps	M	W
Mack Company - Wellington, FL	Jim Wahl	Vapex Odor Control System	M	W
HD Supply - Tampa, FL	Public - NASDAQ	Building materials, piping, valves	N/A	N/A

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

Patrick H. Carr  
 Prime Contractor/Respondent Signature

Patrick H. Carr  
 Print Name

President & CEO  
 Print Title

9/19/2013  
 Date

**Miami Dade Water and Sewer Dept  
Journal Entry  
EFFECTIVE DATE 11/30/2013**

FI716

Line	Fund	Org	Account	Location CF1	OM Activity Pr	Debit Amt	Credit Amt	Journal Line Description
						3,523.17	3,523.17	JOURNAL HEADER
1	EW322		222330			592.57		Accrued Interest SRL
2	EW322		6891306				592.57	Accrued Interest SRL
3	EW722		222330			2,930.60		Accrued Interest SRL
4	EW722		6891306				2,930.60	Accrued Interest SRL
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Remarks: To record Accrued State Revolving Loan Accrued Interest November 2013

36

12/5/2013

Prepared by: C. Esteves

Reviewed by: I. Lillo

# Memorandum



**Date:** September 6, 2013

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

**From:** Sheri McGriff, RER Section Manager, Business Opportunity Support Services  
Regulatory and Economic Resources Department  
Small Business Development.

**Subject:** CSBE Compliance Review for Project No. S-852, Master Pump Station No. 3

Small Business Development (SBD), under Business Affairs, a Division of the Department of Regulatory and Economic Resources, has completed its compliance review for the subject project with the Community Small Business Enterprise (CSBE) Program. The contract measure applicable to this project is a 2.59% CSBE goal.

The Construction Contracts Section of Miami-Dade Water & Sewer Department has submitted bid documents from Poole & Kent Co. of Florida (#1), MCM (#2), and Central Intercounty, JV (#3) for compliance review.

**STATUS:**

- |                                |           |
|--------------------------------|-----------|
| 1. Poole & Kent Co. of Florida | Compliant |
| 2. MCM                         | Compliant |
| 3. Central Intercounty, JC     | Compliant |

**SUMMARY:**

Poole & Kent Co. of Florida (#1) submitted the required Schedule of Intent (SOI) Affidavit committing to utilize Dodec, Inc., a certified CSBE firm, to perform mechanical work at 2.6%. Dodec, Inc. signed the SOI Affidavit in agreement with the information listed. Poole & Kent Co. of Florida has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

MCM (#2) submitted the required SOI Affidavits committing to utilize the following certified CSBE firms; Gomez & Son Fence to perform fencing work at .09%; Pelege Iron Corp. to perform miscellaneous metals work at 1.23%; S I Plumbing to perform plumbing work at .12%; A-1 All Florida Painting, Inc. to perform painting work at .42%; Ameriglass Engineering, Inc. to perform glass & glazing work at .05%; and Rapid Act, Inc. to perform mechanical work at 1.66%. Each subcontractor signed its respective SOI Affidavit in agreement with the information listed. MCM has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

Central Intercounty, JC (#3) submitted the required SOI Affidavits committing to utilize the following certified CSBE firms; HI-Tech Concrete to perform concrete place, form & finish work at .4%; Unlimited Roofing Services, Inc. to perform roofing work at .5%; and Pelege Iron Corp. to perform miscellaneous metals work at 2%. Each subcontractor signed its respective SOI Affidavit in agreement with the information listed. Central Intercounty, JC has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

John Renfrow  
September 6, 2013  
Compliance Review, S-852  
Page 2

All firms have fulfilled the required contract measure and are in compliance with the Implementing Order for the CSBE Program. SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of September 1, 2013. A review of the History of Violations Report as of September 6, 2013 indicates that none of the aforementioned firms has an open violation. Please note that SBD staff reviewed and addressed compliance with the CSBE program. The Construction Contracts Section of 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.

SM:kd

cc: Isaac Smith, WASD  
Traci Adams-Parish, RER

**CERTIFICATE OF SECRETARY  
OF  
POOLE & KENT COMPANY OF FLORIDA**

The undersigned, Mark M. Porto, 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 July 24, 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 24<sup>th</sup> day of July, 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, Brian D. MacClugage the duly elected Executive Vice President 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 proposal, bid bond and contract to the City of Miami-Dade County, Florida and the Miami-Dade Water and Sewer Department, respectively, for a certain Proposed Master Pump Station No. 3, Project No. E.R. S048740, PCTS No. 10600, Contract No. S-852 and such other instruments in writing as may be necessary on behalf of the said Corporation, and that the proposal, bid bond, contract and such other instruments signed by him shall be binding upon the said Corporation as its own acts and deeds.

**FIRM'S RESPONSIBILITY AFFIDAVIT**  
**"Combined Affidavit"**

STATE OF FLORIDA                    )  
  )SS:  
COUNTY OF MIAMI-DADE            )

The undersigned, being first duly sworn, states as follows:

**GENERAL**

1. I am a duly authorized representative of the Firm submitting a bid, proposal or other document to Miami-Dade County with the intention of being awarded a contract (referred to in this affidavit as the "Respondent").
2. This Affidavit is made of my personal knowledge. I understand that Miami-Dade County will rely on the representations made in this affidavit in determining my eligibility and responsibility to enter into a contract with Miami-Dade County. By executing this affidavit, the Respondent agrees to provide to Miami-Dade County such documentation or other proof as Miami-Dade County may require verifying the accuracy and completeness of any of the representations.
3. The Respondent is duly authorized to submit this bid or proposal, and if awarded the contract, to enter into the contract and perform the services or supply the goods contemplated in the contract.

**OWNERSHIP DISCLOSURE**

4. That in compliance with Section 2-8.1(d)(1) of the Miami Dade County Code, 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 trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). The full legal names and business address shall be provided for any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami-Dade County. (Post Office addresses are not acceptable). This information shall be supplied on the attached Ownership Disclosure form and signed by the Respondent.

**FIRM'S RESPONSIBILITY AFFIDAVIT  
"Combined Affidavit"**

**EMPLOYMENT DISCLOSURE**

5. The following information and attachments are provided and are in compliance with all items in County Ordinance No. 90-133, amending Section 2.8-1; Subsection (d)(2):

a. Does your firm have a collective bargaining agreement with its employees?  
 Yes                       No

b. Does your firm provide paid health care benefits for its employees?  
 Yes                       No

c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>  x  </u>	Males:	<u>  41  </u>	Females:	<u>    6  </u>
Asian:	<u>      </u>	Males:	<u>      </u>	Females:	<u>      </u>
Black:	<u>  x  </u>	Males:	<u>    9  </u>	Females:	<u>      </u>
American					
Indian:	<u>      </u>	Males:	<u>      </u>	Females:	<u>      </u>
Hispanics:	<u>  x  </u>	Males:	<u>  13  </u>	Females:	<u>    6  </u>
Aleut					
(Eskimo):	<u>      </u>	Males:	<u>      </u>	Females:	<u>      </u>
<u>      </u> :	<u>      </u>	Males:	<u>      </u>	Females:	<u>      </u>

**EMPLOYMENT DRUG FREE WORKPLACE**

6. The Respondent provides a drug-free workplace in full compliance with Section 2-8.1.2 of the Code of Miami-Dade County.

**EMPLOYMENT FAMILY LEAVE**

7. That in compliance with Ordinance No. 91-142 of the Code of Miami-Dade County, Florida, the following information is provided 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 the 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.

**FIRM'S RESPONSIBILITY AFFIDAVIT**  
**"Combined Affidavit"**

**DOMESTIC LEAVE**

8. That in compliance with Ordinance No. 9-5 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least three hundred and eight (308) hours in the previous ninety (90) days shall be entitled to thirty (30) work days of unpaid domestic leave during any twelve (12) month period, for medical or dental reasons, for legal assistance, to attend court appearances, counseling or any reasons necessary to provide for the safety or well being of the employee subjected to domestic or repeat violence, without risk of termination of employment or employer retaliation.

**ARREARS WITH THE COUNTY**

9. That in compliance with Ordinance No. 95-178 and Section 2-8.1(c) of the Code of Miami-Dade County, the Proposer has paid all delinquent and currently due fees or taxes, including but not limited to real estate and personal property taxes, registered in the name of Proposer and which are collected in the normal course by the Miami-Dade County Tax Collector, and that County issued parking tickets for vehicles registered in the name of the above proposer, and which are collected in the normal course by the Miami-Dade Clerk of the Circuit and County Courts, have been paid.

That in compliance with Ordinance No. 99-162 and Section 2-8.1 of the Code of Miami-Dade County, the Proposer is not in arrears in any payment under contract, promissory note or other loan document with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code of Miami-Dade County.

**CODE OF BUSINESS ETHICS**

10. I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38 (h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

**FIRM'S RESPONSIBILITY AFFIDAVIT**  
**"Combined Affidavit"**

**NO CRIMINAL RECORD**

11. The Respondent has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years as defined in Section 2-8.6 of the Code of Miami-Dade County.

**PUBLIC ENTITY CRIME**

12. The respondent has not been convicted of a Public Entity crime as defined in Paragraph 287.133(1)(g) of the Florida Statutes. Violation of any State or Federal law with respect to the transaction of business with any public entity or with an agency or political subdivision of any State.

**DEBARMENT AND SUSPENSION DISCLOSURE**

13. The Respondent, and its officers, principals, stockholders, subcontractors or its affiliates are not debarred or suspended from contracting with Miami-Dade County as regulated by Section 10-38 of the Miami Dade County Code.

**NON -DISCRIMINATION BASED ON DISABILITY**

14. The Respondent is in compliance with and agrees to continue to comply with and assure any subcontractor, or third party contractor under this project complies with all applicable laws forbidding discrimination based on disability including, but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications. Access to facility, renovations and new construction as set forth in the Americans with Disabilities Act of 1990 (ADA), the Rehabilitation Act of 1973, the Federal Transit Act and the Fair Housing Act.

**FAIR SUBCONTRACTING**

15. Consistent with Section 2-8.8 of the Code of Miami-Dade County, the Respondent has adopted subcontracting policies and procedures which (a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract; (b) invites local subcontractors to submit bids in a practical, expedient way; (c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid; (d) allows local subcontractors to meet with appropriate personnel of the Respondent to discuss the Respondent's requirements; and (e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Respondent's stated objectives.

FIRM'S RESPONSIBILITY AFFIDAVIT  
"Combined Affidavit"

RESPONSIBLE WAGE AND BENEFITS (IF APPLICABLE)

16. If applicable, the Respondent is in full compliance with Section 2-11.16 of the Code of Miami-Dade County, and should he or she be awarded the contract, understands his or her obligation to pay the project minimum wage rates set forth in that Section and the labor provisions of the contract documents.

CLEARINGHOUSE AFFIDAVIT

17. That in compliance with Miami-Dade County Resolution Number R-1395-05, the Respondent agrees to comply with all requirements of the Clearinghouse Resolution and Job Request form for posting job opportunities. Making it a mandatory requirement for Respondents to post notice of job opportunities resulting from the construction of improvements on County property through the County's Clearinghouse process.

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature:

Patrick H. Carr

Position/Title:

President & CEO

Name of Firm:

Poole & Kent Company of Florida

The foregoing was sworn and subscribed before me this 19th day of September, 2013 by Patrick H. Carr, who is personally known to me or who has produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.



My Commission expires: 10/31/2016

Christine Menendez

NOTARY PUBLIC  
STATE OF FLORIDA

COMBINED AFFIDAVIT  
Appendix A.

**CHECKLIST OF REQUIREMENTS TO CONTRACT**

The provisions in this appendix are established as a checklist to identify requirements for each Respondent to adhere in order to comply with all provisions applicable to this Contract. The applicable "check box" is electronically checked by the Department issuing this information.

In addition this listing identifies, for reference, items contained within the Combined Affidavit to be executed by the Respondent at the time of the submittal. Each page of the Combined Affidavit shall be initialed by the party(s) executing the document.

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Ownership Disclosure		Section 2-8.1			All contracts shall require the person contracting or transacting to provide ownership information.	Attached
<input checked="" type="checkbox"/>	Contractor's Debarment Affidavit		Section 10-38			Requires a signed affidavit stating the contractor is not currently debarred or in process of debarment	YES
<input checked="" type="checkbox"/>	Contractor Debarment		Section 10-38			If debarred, Contractor is not eligible to bid. Failure to comply with any requirements may result in debarment	
<input checked="" type="checkbox"/>	Cone of Silence		Section 2-11.1			Prohibits communication with County staff between Advertisement and Award Recommendation	
<input checked="" type="checkbox"/>	Code of Business Ethics		Section 2-8.1			Requires compliance with all applicable rules and regulations	YES
<input checked="" type="checkbox"/>	Public Entity Crime Affidavit				F.S. 287.13 3	Contractor has not been convicted of a felony during the past ten years	YES
<input checked="" type="checkbox"/>	Criminal Record		Section 2-8.6			Disclosure of criminal conviction(s) in the past ten (10) years	YES
<input checked="" type="checkbox"/>	County's Clearinghouse	Resolution R-1395-05				Contractor to post job opportunities with the County's Department of Business Development	

## COMBINED AFFIDAVIT

### Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Clearinghouse Affidavit	Resolution R- 1145-99				Signed affidavit stating compliance with Clearinghouse Resolution and Job Request Form	YES
<input checked="" type="checkbox"/>	Disability Non-discrimination Affidavit	Resolution R-182-00				Signed affidavit stating non-discrimination against Americans with Disabilities	YES
<input checked="" type="checkbox"/>	Drug Free Workplace Affidavit		Section 2-8.1.2			Signed affidavit stating that the contractor maintains a Drug Free Workplace	YES
<input checked="" type="checkbox"/>	Drug Free Workplace		Section 2-8.1.2			Codification of the Drug Free Workplace, contractor requirements to notify each employee and subcontractor	
<input checked="" type="checkbox"/>	Disclosure Affidavit		Section 2.8-1			Signed affidavit disclosing any Collective Bargaining agreement, Health Care benefits, Workforce Ethnicity and Gender Breakdown	YES
<input checked="" type="checkbox"/>	Delinquent and Currently Fees Due		Section 2-8.1	3-29		Contractor to resolve all outstanding financial issues with the County (i.e., fines, tickets, taxes, loans, etc.)	YES
<input checked="" type="checkbox"/>	Family Leave	Ordinance 92-15				Leave policy for birth, adoption and other family related, without prejudice	YES
<input checked="" type="checkbox"/>	Domestic Leave	Ordinance 99-5				The firm is in compliance with MDC Code 11A-60	YES
<input checked="" type="checkbox"/>	False Claims Ordinance		Sections 21-255 through 21-266			False claims by contractor resulting in bid rejection, cancellation of contract and possible debarment	
<input checked="" type="checkbox"/>	Prompt Payment		Sections 2-8.1.4, 10-2.02 & 10-33.02		HB 509 Engros, sed 1 2005	Sets parameters for payments of Contractors, Sub-contractors, Subs of Sub-contractors and Suppliers	
<input checked="" type="checkbox"/>	First-Tier Subcontracts Disclosure		Sections 2-8.1 and 10-34			Contractor supplying list of all First-Tier sub contractors at the time of Award, unless specific goals at time of Response	

## COMBINED AFFIDAVIT

### Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Fair Subcontracting Practices		Section 2-8.8			Non-discrimination in the subcontracting process with sub contractors and suppliers	YES
<input checked="" type="checkbox"/>	Local Preference		Section 2-8.5			Provision for local business utilization in Miami-Dade County contracts	
<input checked="" type="checkbox"/>	License Requirements		Section 10-3		Chapter 489	Contractor possessing proper license(s) at the time of Response and throughout the contract	
<input checked="" type="checkbox"/>	Quarterly Reports	Resolution R-113-94				Contractor to file financial reports quarterly	
<input checked="" type="checkbox"/>	Employment and Procurement Practices		Section 2-8.1.5			Affirmative Action Plan and Procurement policy when total contracting exceeds \$5 million/ year	
<input checked="" type="checkbox"/>	Works in Public Right of Way		Section 2-103.1			Contractor to restore to the preexisting condition the right of way or shall be subject to a \$500 per day civil fine.	
<input checked="" type="checkbox"/>	Inspector General (IG)		Section 2-1076			Applies to all County Contracts at a rate of ¼ of 1% of the Contract value, unless specifically prohibited by local, state or federal law.	
<input checked="" type="checkbox"/>	Independent Private Sector IG		Section 2-1076			Hired by the Audit and Management services to perform review of selected contracts.	
<input checked="" type="checkbox"/>	Performance and Payment Bond	Resolution R-345-03			F.S. 255.05	Establishes the requirements of the Performance and Payment Bond for construction contracts with the County.	
<input checked="" type="checkbox"/>	Bid Bond		Section 18-14			Contractor to submit a bid bond whenever a Performance and Payment bond is required.	

**COMBINED AFFIDAVIT**  
Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Public Record Exemption				F.S. 119.071	Contractor to maintain a record of the distribution of all Documents, including Plans and return, in full, all Documents upon Contract completion	
<input checked="" type="checkbox"/>	Evaluation of Contractor / Consultant			3-42		Requirements to formally evaluate each Contractor / Consultant and resultant review for future work or suspension	
<input checked="" type="checkbox"/>	Collection of Liquidated Damages (LD's)	R-173-8				Requirement to collect LD's unless waived by Mayor with prior consent from BCC	
<input type="checkbox"/>	Lobbyist Registration for Oral Presentation	Ordinance 03-107	Section 2-11.1			Standard form to be executed by the respondent to register as a company representative	
<input type="checkbox"/>	Community Workforce Program		Section 2-1701	3-37		Imposes workforce hiring requirements on construction contracts	
<input checked="" type="checkbox"/>	Community Small Business Enterprise (CSBE)		Section 10-33.02			When applicable, percentage of CSBE utilization or 100% set-aside	
<input checked="" type="checkbox"/>	Responsible Wage and Benefits		Section 2-11.16			Establishes wages and benefits per trade, per construction category. Produced quarterly	YES
<input type="checkbox"/>	Davis-Bacon Act				F.A.R. 52.222	Applies to federally funded contracts, wages & benefits	
<input type="checkbox"/>	Buy American Act				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Working hours and Safety/ Overtime Compensation				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Payroll and Records				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Apprentices and Trainees				F.A.R. 52.222	Applies to federally funded contracts	

4/7/2008

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Published Date: 2/20/2008

# COMBINED AFFIDAVIT

## Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input type="checkbox"/>	Copeland Act				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Subcontract Labor Standards				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Termination / Debarment				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Labor Standards Disputes				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Certification of Eligibility				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)				F.A.R. T.A.R.	Applies to federally funded contracts	





**Miami-Dade County Department of Business Development  
Appendix C to Combined Affidavit**

**NOTICE OF CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY**

Resolution No.: R-1395-05

MIAMI-DADE COUNTY PROVIDES EQUAL ACCESS OPPORTUNITY IN EMPLOYMENT AND SERVICES FOR MINORITIES/FEMALES AND APPLICANTS WITH DISABILITIES

To be completed by Employer/Contractor. Please print clearly or type. Use one form for each position title

**JOB OPPORTUNITY INFORMATION**

Position Title:		Application Deadline:	
Jobsite Location:		Number of Openings:	Hourly Rate:
Describe Job Duties (Knowledge, skills and abilities):			
Job Duration: <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary If temporary, how long? _____ Fringe Benefits: <input type="checkbox"/> Yes <input type="checkbox"/> No Experience Required: <input type="checkbox"/> No <input type="checkbox"/> Will Train <input type="checkbox"/> Yes If yes, how much experience is required? (Months or Years) _____ Education Required: <input type="checkbox"/> None <input type="checkbox"/> H.S. Diploma/GED <input type="checkbox"/> AA Degree <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Master's Degree <input type="checkbox"/> Ph.D. Certifications/Licenses Requires: <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list; _____ Driver's License Required: <input type="checkbox"/> None <input type="checkbox"/> Operator/Class E <input type="checkbox"/> Commercial Class ____ <input type="checkbox"/> Chauffeur/Class D Language(s) Required: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Creole <input type="checkbox"/> Other; _____ Applicants should contact employer by: <input type="checkbox"/> Phone <input type="checkbox"/> Fax Resume <input type="checkbox"/> Mail Resume <input type="checkbox"/> In person (days/hours) _____			

**EMPLOYER/CONTRACTOR INFORMATION**

Business Name:		Contract/Project No.:	
Address (Street Name and Number):		Suite #:	Federal ID #:
City:		Telephone Number:	
Type of Business:		Fax Number:	
Contact Person:		E-mail Address:	

**Employer/Contractor, please fax this completed form to:**

Attention: Clearinghouse  
 Department of Business Development (DBD)  
 Contract Review and Compliance Division  
 111 NW First Street, 19<sup>th</sup> Floor  
 Miami, Florida 33128  
 Telephone: (305) 375-3111 Fax: (305) 375-3160

\*\*\*\*\* FOR OFFICIAL USE ONLY \*\*\*\*\*

Date and time this notice received at Miami-Dade Department of Business Development.	Received By:
--	--------------

# QUESTIONNAIRE



## Appendix D

**IN ORDER TO PROVIDE INFORMATION NECESSARY IN DETERMINING THE QUALIFICATIONS OF THE PROPOSER, EACH CONTRACTOR IS REQUIRED TO ANSWER THE FOLLOWING:**

	QUESTION	ANSWER
1	Have you carefully read the Instruction To Prospective Contractors?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2	Have you carefully reviewed the entire Contract Documents as identified within the Instruction To Prospective Contractors?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3	If identified in the Contract Documents, have you carefully inspected the site of the work?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
4	Have you requested, in writing, of the contact person identified in the Advertisement, any clarifications necessary to submit a responsive proposal? Have you received a written response of clarification?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
5	Are you licensed and certified to perform the work for which you are submitting this proposal?  License No.: Competency No.: FEIN No.: Qualifier's Name:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  580756-6 CGC061808 75-3163466 David A. Strickland
6	Are you registered with the Miami-Dade County Department of Procurement Management (DPM)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
7	Have you initialed each page and executed the last page of the Combined Affidavit?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
8	Have you completed the Ownership Disclosure Form?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
9	Have you made any changes or written any codicils to the Contract Proposal?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
10	How many previous Contracts with Miami-Dade County in the past five (5) years?	8
11	Total dollar value of Contracts with Miami-Dade County in the past five (5) years?	\$236,035,388
12	How many years has your Company been in business with the same Principals?	9 Years
13	Is your Bid Bond included with your submitted proposal?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

# QUESTIONNAIRE

## Appendix D



### WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)  
(Name of Corporation)

ATTEST

By: *David A. Strickland*  
Assistant (Secretary) & S.V.P.

David A. Strickland  
(Print or type name)

1781 N.W. North River Drive  
Miami, FL 33125  
(Address)

*Patrick H. Carr*  
(Signature of Officer)

Patrick H. Carr  
(Print or type name)

President & CEO  
(Official Title)

### (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, the Performance Bond and Payment Bond to do so in its behalf.

### WHEN THE CONTRACTOR IS A JOINT VENTURE:

(Name of Joint Venture)

By: \_\_\_\_\_  
(Signature of Joint Venture)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Joint Venture)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

NOTE: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Contractors.

# QUESTIONNAIRE

## Appendix D



WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP  
OR OPERATES UNDER A TRADE NAME:

\_\_\_\_\_  
(Name of firm if applicable) (Address)

By: \_\_\_\_\_  
(Witness signature) (Signature of individual)

By: \_\_\_\_\_  
(Print or type name) (Print or type name)

By: \_\_\_\_\_  
(Witness signature)

By: \_\_\_\_\_  
(Print or type name)

### ACKNOWLEDGEMENT:

STATE OF )  
)SS.:  
COUNTY OF )

Before me personally appeared \_\_\_\_\_ to me well  
known and known to me to be the person described in and who executed the foregoing instrument, and  
acknowledged to and before me that \_\_\_\_\_  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, AD 20\_\_.

Notary Public \_\_\_\_\_

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_.

QUESTIONNAIRE  
Appendix D



WHEN THE CONTRACTOR IS AN INDIVIDUAL:

By: \_\_\_\_\_  
(Witness signature) (Signature of individual)

By: \_\_\_\_\_  
(Print or type name) (Print or type name)

By: \_\_\_\_\_  
(Witness signature) (Address)

By: \_\_\_\_\_  
(Print or type name)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT:

STATE OF )  
)SS.:  
COUNTY OF )

Before me personally appeared \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, AD 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_.

**CERTIFICATE OF SECRETARY  
OF  
POOLE & KENT COMPANY OF FLORIDA**

The undersigned, Mark M. Porto, 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 July 24, 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 24<sup>th</sup> day of July, 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, Brian D. MacClugage the duly elected Executive Vice President 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 proposal and bid bond to the City of Miami-Dade County Florida and the Miami-Dade Water and Sewer Department, respectively, for a certain Proposed Master Pump Station No 3, Project No. E. R. S048740, PCTS No. 10600, Contract No. S-852 and such other instruments in writing as may be necessary on behalf of the said Corporation, and that the Proposal, Bid Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds.

**PRESCRIBED BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS: That we, Poole & Kent Company of Florida  
(hereinafter called the "Principal") and Travelers Casualty and Surety Company of America  
(hereinafter called the "Surety") are held and firmly bound unto Miami Dade Water and Sewer  
Department of Miami-Dade County, Florida, (hereinafter called the "County"), in the penal sum of  
Five Percent of the Amount Bid Dollars and 00/100 Cents  
(\$ 5% of Amt. Bid) lawful money of the United States, which sum  
represents five percent of the Total Bid Price, and for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted  
the attached bid, dated September 5, 20 13 for

**PROPOSED MASTER PUMP STATION NO. 3  
CONTRACT NO. S-852**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within one hundred twenty (120)  
days after date of opening of the bid, and shall within five (5) calendar days after the prescribed  
forms are presented to him for signature, enter into a written Contract with Miami-Dade County,  
Florida, in accordance with the Bid as accepted, and give a Performance and Payment Bond with  
good and sufficient surety or sureties and provide the necessary Insurance Certificates, as may be  
required, for the faithful performance and proper fulfillment of such Contract and for the prompt  
payment of all persons furnishing labor and materials in connection therewith, then the above  
obligation shall be void and of no effect; otherwise, to remain in full force and virtue, it being  
expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall  
in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that its obligations hereunder shall in no way be  
impaired or affected by any extension of time within which said Miami-Dade County may accept such  
bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by  
their appropriate officials as of the 8th day of August, 20 13.

**PRESCRIBED BID BOND**

**WHEN THE CONTRACTOR IS A CORPORATION:**

(Corporate Seal)

ATTEST:

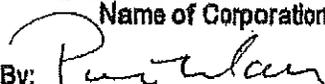
  
Secretary

David A. Strickland, SVP & Assistant Sec.

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

305.325.1930

Telephone

**WHEN THE BIDDER IS A JOINT VENTURE:**

\_\_\_\_\_  
Signature of Joint Venturer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
By: Signature of Joint Venturer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**NOTE:** Complete Joint Venture in accordance with Section 11 of the Instruction to Bidders.





**PRESCRIBED BID BOND**

**WHEN THE CONTRACTOR IS A PARTNERSHIP:**

**WITNESSETH:**

_____		_____
Witness Signature	By:	Name of Partnership
_____		_____
Print or Type Name		Signature of Partner
_____		_____
		Print or Type Name
_____		_____
Witness Signature		Address
_____		_____
Print or Type Name		Address
_____		_____
		Telephone

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_ )  
 )ss.:  
 COUNTY OF \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_  
 as partner in the above named \_\_\_\_\_  
 partnership, to me well known and known to me to be the person described in and who executed the  
 foregoing instrument, and acknowledged to and before me that \_\_\_\_\_  
 executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

(Seal)

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 My Commission Expires:

State of \_\_\_\_\_ at Large

**PRESCRIBED BID BOND**

**SURETY:**

(Corporate Seal)

Travelers Casualty and Surety Company of America  
**Printed Name of Surety**

One Tower Square  
**Address of Surety**

Hartford, CT 06183  
**Address of Surety**

By:   
**Signature of Attorney-In-Fact\***  
Non Resident License #P026098

Rita Sagistano  
**Print or type name of Attorney-In-Fact**  
Alliant Insurance Services, Inc.  
333 Earle Ovington Blvd, Suite 700  
**Address**

Uniondale, NY 11553  
**Address**

(516) 414-8900  
**Telephone**

By: N/A  
**Signature of Resident Florida Agent**

N/A  
**Print or type name of Agent**

N/A  
**Address**

N/A  
**Address**

N/A  
**Telephone**

\* **Power of Attorney must be attached.**



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. 226322

Certificate No. 005403368

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, Vincent A. Walsh, Lee Ferrucci, and Kristy Caporale

of the City of Uniondale, 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 12th day of March 2013

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of March, 2013, 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.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

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., 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

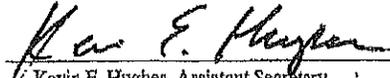
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 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 8th day of August, 20 13.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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.



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

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

Florida  
State of ~~New York~~ **Miami-Dade** County of ~~New York~~ **Miami**

On this **5th** day of **September**, 20**13**, before me personally appeared **Patrick H. Carr** to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of **Miami** that he/she is the **President & CEO** of **Poole & Kent Company of Florida** 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 (here to by like order).

*Patrick H. Carr*  
Patrick H. Carr

**PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM**

State of New York, County of \_\_\_\_\_ ) ss.

(On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ 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 **8th** day of **August**, 20**13**, before me personally appeared **Rita Sagistano** to me known, who, being by me duly sworn, did depose and say: That he/she resides in ~~New York~~ **Nassau County, NY**; 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.

*Camille Matland*  
Notary Public

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

**FINANCIAL STATEMENT AS OF DECEMBER 31, 2012**  
**AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK**  
**CAPITAL STOCK \$ 6,480,000**

CAMILLE MATLAND NOTARY PUBLIC STATE OF NEW YORK KING'S COUNTY LIC. #01MAB06044 COMM. EXP. APRIL 20, 2014
--

ASSETS		LIABILITIES	
CASH AND INVESTED CASH	\$ 15,936,791	UNEARNED PREMIUMS	\$ 783,409,892
BONDS	3,713,171,019	LOSSES	601,058,710
INVESTMENT INCOME DUE AND ACCRUED	60,788,732	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	1,440,021
OTHER INVESTED ASSETS	280,730,897	LOSS ADJUSTMENT EXPENSES	634,370,860
PREMIUM BALANCES	184,942,508	COMMISSIONS	28,281,779
NET DEFERRED TAX ASSET	83,274,378	TAXES, LICENSES AND FEES	88,782,884
REINSURANCE RECOVERABLE	12,410,524	OTHER EXPENSES	35,556,987
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,799,165	FUNDS HELD UNDER REINSURANCE TREATIES	84,449,544
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,080,470	CURRENT FEDERAL AND FOREIGN INCOME TAXES	60,676,873
UNDISTRIBUTED PAYMENTS	(1,439,585)	REMITTANCES AND ITEMS NOT ALLOCATED	19,270,931
OTHER ASSETS	884,093	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	79,084,608
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,183,184
		POLICYHOLDER DIVIDENDS	6,730,121
		PROVISION FOR REINSURANCE	5,314,329
		ADVANCE PREMIUM	728,890
		PAYABLE FOR SECURITIES LENDING	7,768,165
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(70,803,744)
		ESCHEAT LIABILITY	525,399
		OTHER ACCRUED EXPENSES AND LIABILITIES	282,062
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,659,106,687</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	439,803,760
		OTHER SURPLUS	1,340,168,061
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 1,780,451,821</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,339,558,778</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,339,558,778</b>

Securities carried at \$7,740,125 in the above statement are deposited with public authorities, as required by law



BIDDER'S AFFIDAVIT

Project No.: S-852 Date: 9/5/2013

Project Title: Proposed Master Pump Station No. 3

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

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

Patrick H. Carr, President & CEO

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

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

located at

1781 N.W. North River Drive, Miami, FL 33125 and,

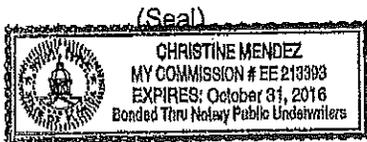
that said bidder or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

ATTEST:

*Gregory Blair*  
*Vincent Smith*

Poole & Kent Company of Florida  
(Legal name of Bidder)  
*Patrick H. Carr*  
(Signature)  
Patrick H. Carr, President & CEO

SUBSCRIBED AND SWORN TO BEFORE ME this 5th day of September, 2013.



*Christine Mendez*  
Notary Public  
State of Florida at Large  
Christine Mendez  
My Commission Expires: 10/31/2016

- ATTACH TO PROPOSAL -

LOCAL PREFERENCE AFFIDAVIT

CONTRACT NAME AND NUMBER: Proposed Master Pump Station No. 3, Contract No. S-852

NAME OF FIRM: Poole & Kent Company of Florida

I, Patrick H. Carr holding the position of President & CEO with the above named firm, (Print or type name)

And being first duly sworn state:

That in compliance with Section 2-8.5 of the Code of Miami-Dade County, Florida, the above named firm is qualified for LOCAL PREFERENCE based on the following:

- 1 - Location of qualifying address: 1781 N.W. North River Drive, Miami, FL 33125 (Circle one below.) a. Headquarters; or b. Physical business address from which the vendor operates, or performs business; Which either address is located within the Miami-Dade County, Florida. 2 - Compliance with all the additional required items in the aforementioned Ordinance.

By: [Signature] Date: 9/5/2013 (Signature)

Telephone No.: (305) 325-1930

CORPORATION, JOINT VENTURE, PARTNERSHIP OR INDIVIDUAL:

SELECT ONE:

[x] Corporation [ ] Joint Venture [ ] Partnership [ ] Individual

DO NOT WRITE BELOW THIS LINE. TO BE COMPLETED BY THE NOTARY PUBLIC.

NOTARY PUBLIC INFORMATION

State of Florida ) County of Miami-Dade ) SS

He/She is: [x] personally known to me, or [ ] has produced as identification. (Type of ID)

The foregoing instrument was acknowledged before me this 5th day of September, 20 13

Notary Signature: [Signature]

Type or Print Name: Christine Mendez



Serial Number: EE 213393

Expiration Date: 10/31/2016

**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-852 Date: 9/5/2013  
Contract Name: Proposed Master Pump Station No. 3  
Federal Employer Identification Number: 75-3163466

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Patrick H. Carr who, after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of: Poole & Kent Company of Florida

(Legal Name, Corporation, Partnership, Firm, Individual)  
(hereinafter called bidder) located at 1781 N.W. North River Dr, 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 1<sup>st</sup> 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)

[Signature]  
(Signature)

By: [Signature]  
(Signature)

Patrick H. Carr, President & CEO  
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 5th day of September, 2013.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

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

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: Patrick H. Carr having the title of President & CEO with Poole & Kent Company of Florida

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

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

Notary Seal: [Signature] Type or print name: Christine Mendez  
Notary Signature: \_\_\_\_\_



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-852  
for Proposed Master Pump Station No. 3
  
2. This sworn statement is submitted by Poole & Kent Company of Florida  
[name of entity submitting sworn statement]  
whose business address is 1781 N.W. North River Drive 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 Patrick H. Carr 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.



**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**

Project No. S-852  
Project Name: Proposed Master Pump Station No. 3

State of Florida )  
County of Miami-Dade ) SS

Before me, the undersigned authority, authorized to administer oaths and take, acknowledgments, personally appeared Patrick H. Carr who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: Poole & Kent Company of Florida

(legal name, corporation, partnership, firm, individual)  
hereinafter called the bidder or proposer located at:  
1781 N.W. 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 July 31, 2014.

Witness: [Signature] (Signature)      [Signature] (Signature)

Witness: [Signature] (Signature)      By: Patrick H. Carr, President & CEO (Legal Name and Title)

The foregoing instrument was acknowledged before me this 5th day of September, 2013.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:  
by: \_\_\_\_\_

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:  
by: Patrick H. Carr having the title of President & CEO  
with Poole & Kent Company of Florida  
( X ) a Delaware 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 signature: [Signature]  
Type or print name: Christine Mendez  
Notary Seal:



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 that 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





**MIAMI-DADE EMPLOYMENT  
DISCLOSURE AFFIDAVIT**

Name of Firm: Pool & Kent Company of Florida Contract Reference: S-852

Name of Person  
Completing Affidavit: Patrick H. Carr

Position: President & CEO

Phone Number: (305) 325-1930

I, Patrick H. Carr, 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.

*Patrick H. Carr*  
Signature  
September 9, 2013  
Date

State of: Florida

County of: Miami-Dade

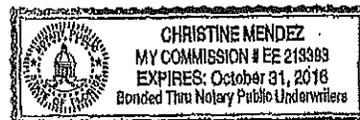
Personally appeared before me, the undersigned authority, Patrick H. Carr who, after first being sworn by me, affixed his/her signature in the space provided above on this 5th day of September, 2013.

My Commission expires: October 31, 2016

*Christine Mendez*  
Notary Public  
Christine Mendez

CONTRACT S-852

Page 1 of 1



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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 foregoing instrument was acknowledged before me this 5th day of

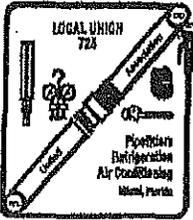
September, 2013, \_\_\_\_\_ on behalf of

Patrick H. Carr, who is personally known to

me or has produced \_\_\_\_\_, as identification and

who [ ] did [xx] did not take an oath.





# AIR CONDITIONING AND REFRIGERATION PIPEFITTERS LOCAL UNION 725

13185 NW 45th Avenue  
Miami, Florida 33054  
www.ua725.org

Dade: (305) 681-8596  
Broward: (954) 523-2424  
Fax: (305) 688-1139



**Kenny Scott**  
Business Manager  
Financial Secretary-Treasurer

**Jim Taylor**  
Business Agent

August 30, 2013

Mr. Patrick Carr  
Pool & Kent Company of Florida  
1781 NW North River Drive  
Miami FL 33142

Dear Mr. Carr:

Our records indicate that there are presently fourteen (14) members referred out to and employed by Poole & Kent Company of Florida from Local Union 725. The breakdown by race and gender is as follows:

Black	3
Caucasian	7
Hispanic	3
Haitian	1
<hr/>	
Total:	14
Male:	14
Female:	-0-
<hr/>	
Total	14

Fraternally yours,

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





**UNITED ASSOCIATION**

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

William P. Hite  
*General President*

Mark McManus  
*General Secretary-Treasurer*

Stephen P. Kelly  
*Assistant General President*

Founded 1889

Letters should  
be confined to  
one subject

UA Local Union: 519  
5931 NW 173 Drive #5 Miami, FL 33015

Subject: **Race and Gender Breakdown**

Christine Mendez  
Poole and Kent Contractors  
1781 NWN River Dr  
Miami FL 33125

As requested, we are providing you with the information on the above referenced. Our records indicate that there are presently two (2) Local Union 519 members referred to and employed by Poole and Kent Contractors. The breakdown by race and gender is as follows:

Caucasian		50%
Hispanic		50%
Total	2	100%
Males	2	100%

Sincerely,

Business Manager /  
Financial Sec./Treas.



65



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

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

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974  
 Telephone: 305-375-5773  
[www.miamidade.gov/procurement](http://www.miamidade.gov/procurement)

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

**FEDERAL EMPLOYER  
 IDENTIFICATION NUMBER (FEIN)**

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

FEIN 75-3163466

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

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

NAICS Code 236220, 238220  
221320, 237110

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

Poole & Kent Company of Florida

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

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

1781 N.W. North River Drive

Miami

Florida

U.S.

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

City

State (U.S.A.)

Country

Zip Code

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

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

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

**PRINCIPALS**

FULL LEGAL NAME	TITLE	ADDRESS
SEE ATTACHED		

**OWNERS**

**CHECK BOXES BELOW**

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY							
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other		
SEE ATTACHED													

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

**OTHER CORPORATIONS**

OTHER CORPORATIONS	% OF OWNERSHIP



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

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

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

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

	NUMBER OF EMPLOYEES		
	Males	Females	
White	41	6	
Black	9		
Hispanic	13	6	
Asian/Pacific Islander			
Native American/Alaskan Native			
Other			
<b>Total Number of Employees</b>	<b>63</b>	<b>12</b>	<b>75</b>

Total Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Section 10.38 of the Miami-Dade County Code)

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

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

---

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

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

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

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

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

(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

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

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

---

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

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

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

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

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

---

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

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

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

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

---

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

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

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

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

---

**AFFIRMATION**

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

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

Patrick H. Carr  
(Signature of Affiant)

September 5, 2013  
(Date)

Patrick H. Carr, President & Chief Executive Officer  
Printed Name of Affiant and Title

**NOTARY PUBLIC INFORMATION**

Notary Public -- State of: Florida State Miami-Dade County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 5th day of September 20 13

by Patrick H. Carr He or she is personally known to me  Or has produced identification

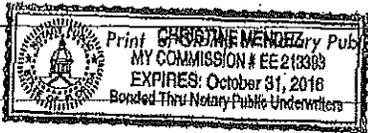
Type of Identification Produced \_\_\_\_\_

Christine Mendez  
Signature of Notary Public

EE 213393  
(Serial Number)

October 31, 2016  
Expiration Date

Notary Public Seal  
(When applicable)





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

Patrick H. Carr, President & Chief Executive Officer, Treasurer

Richard Harrington, Chief Financial Officer

Brian MacClugage, Executive Vice President

Charles K. Neese, Vice President & Asst. Secretary

David A. Strickland, P.E., Sr. Vice President & Assistant Secretary

Stephen Polk, Vice President

R. Kevin Matz, Vice President

Mark M. Porto, Secretary

Frank Donelan, Asst. Secretary

# *State of Florida*

## *Department of State*

I certify from the records of this office that POOLE & KENT COMPANY OF FLORIDA is a Delaware corporation authorized to transact business in the State of Florida, qualified on July 1, 2004.

The document number of this corporation is F04000003751.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on April 23, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirteenth day of June, 2013*



*Ken Detjmer*  
**Secretary of State**

Authentication ID: CU0810670133

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**CURRENT LICENSES**

Expiration date: August 31, 2014

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

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

DISPLAY AS REQUIRED BY LAW

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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

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AC# 6173630 STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD SEQ# L12062500706

DATE	BATCH NUMBER	LICENSE NBR
06/25/2012	118211121	ECL3002938

The ELECTRICAL 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 DR  
MIAMI FL 33125

RICK SCOTT GOVERNOR KEN LAWSON SECRETARY  
DISPLAY AS REQUIRED BY LAW

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AC# 6173594 STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L12062500670

DATE	BATCH NUMBER	LICENSE NBR
06/25/2012	118211121	CUC1223774

The UNDERGROUND UTILITY & EXCAVATION  
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 DR  
MIAMI FL 33125

RICK SCOTT GOVERNOR KEN LAWSON SECRETARY  
DISPLAY AS REQUIRED BY LAW

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AC# 6173599 STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L12062500675

DATE	BATCH NUMBER	LICENSE NBR
06/25/2012	118211121	PCC1256776

The POLLUTANT STORAGE SYSTEMS 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 DR  
MIAMI FL 33125

RICK SCOTT GOVERNOR KEN LAWSON SECRETARY  
DISPLAY AS REQUIRED BY LAW